

Agenda
1928 Building Committee
Tuesday, December 12, 2023
Town Hall Council Chambers
4:30 P.M.

Please click the link below to access the webinar:

<https://us02web.zoom.us/j/84677212573>

Webinar ID: 846 7721 2573

- A. Call to Order.
- B. Pledge of Allegiance.
- C. Public Comment.
- D. Minutes.
 - 1) To approve the minutes from the November 14, 2023, meeting.
- E. Correspondence.
- F. Reports.
 - 1) Chair Report. (Mastrobattista)
 - 2) Town Council Liaison Report. (Capodiferro)
 - 3) FHS Building Committee Report. (Fagan)
 - 4) Architect Report. (Nardi/Stein)
 - a. Review of Design Development Documents
 - b. Review of Interior Finishes
 - 5) Communications Subcommittee Report. (Baron/Kleinman)
 - 6) Value Engineering Subcommittee Report. (Mastrobattista)
 - a. Meeting Scheduled for January 9, 2023, at 4:30 p.m.
 - 7) Financial Report. (Blonski)
- G. New Business.
 - 1) To approve the attached invoice from Silver Petrucelli + Associates in the amount of \$56,000.00.
 - 2) To establish an Interior Design & Finishes Subcommittee.
 - 3) To approve the draft RFP for Commissioning Services as presented.
 - 4) To approve the draft RFP Rating Form for Commissioning Services as presented.
 - 5) To approve the draft RFP for Professional Engineering Review Services as presented.
 - 6) To approve the draft RFP Rating Form for Professional Engineering Review Services as presented.

- 7) To approve the inclusion of Environmental Design consultants in Silver/Petrucci + Associates' scope of services and to request that Silver/Petrucci receive proposals and pricing.
- 8) To approve the 2024 Meeting Schedule for the 1928 Building Committee.

H. Adjournment.

CC: Maureen Frink, Town Clerk
Committee Members

MOTION:

Agenda Item D-1

To approve the minutes from the November 14, 2023, meeting.

/Attachment

Minutes
1928 Building Committee
Tuesday, November 14, 2023
Town Hall Pavilion
4:30 P.M.

Attendees:

Peter Mastrobattista, Chair
Joe Capodiferro, Town Council Liaison
Chris Fagan, FHS Building Committee Liaison
Jean Baron
Jack Kemper
Dan Kleinman (via ZOOM)
Kathy Blonski, Town Manager
Kat Krajewski, Assistant Town Manager
Russ Arnold, Director of Public Works/Town Engineer
Chris Nardi, Silver/Petrucci + Associates
Amanda Cleveland, Silver/Petrucci + Associates
Devon Aldave, Clerk of the Committee

A. Call to Order.

The meeting was called to order at 4:30 P.M.

B. Pledge of Allegiance.

The committee members recited the Pledge of Allegiance.

C. Public Comment.

None.

D. Minutes.

1) To approve the minutes from the October 10, 2023, meeting.

Upon a motion made and seconded (Fagan/Baron) it was unanimously VOTED: to approve the minutes from the October 10, 2023, meeting.

E. Correspondence.

1) Sarah Huelin

Kathy Blonski advised that this correspondence will be forwarded to the Farmington High School Building Committee for a response.

F. Reports.

1) Chair Report. (Mastrobattista)

a. Three Month Lookahead

Peter Mastrobattista reviewed a three-month lookahead document with the committee.

2) Town Council Liaison Report. (Capodiferro)

No report.

3) FHS Building Committee Report. (Fagan)

Chris Fagan reported that the FHS Building Project and 1928 Building Project design teams continue to work together on site coordination efforts.

4) Architect Report. (Nardi/Stein)

a. Review of Building/Site Plans

Chris Nardi reviewed the building and site plans with the committee. These plans are recorded with these minutes as Attachment A.

b. Review of Upcoming Timeline

Chris reviewed the upcoming project timeline with the committee.

5) Communications Subcommittee Report. (Baron/Kleinman)

Kathy Blonski reported that the Communications Subcommittee will reconvene once the design development documents are finalized. The subcommittee will work on a newsletter which will include updated building and site plans, as well as new renderings.

6) Value Engineering Subcommittee Report. (Mastrobattista)

Peter Mastrobattista reported that the VE Subcommittee will reconvene once the design development documents, and a new third party cost estimate are finalized.

7) Financial Report. (Blonski)

Kathy Blonski reviewed the financial report that was included in the agenda packet.

G. New Business.

1) To approve the attached invoice from Silver Petrucelli + Associates in the amount of \$84,000.00.

Upon a motion made and seconded (Fagan/Capodiferro) it was unanimously VOTED: to approve the invoice from Silver Petrucelli + Associates in the amount of \$84,000.00.

2) To establish a Professional Partnership Subcommittee.

Upon a motion made and seconded (Baron/Fagan) it was unanimously VOTED: to establish a Professional Partnership Subcommittee with the following voting members: Chris Fagan, Joe Capodiferro.

3) To discuss a 1928 Building Project Fundraiser.

Kathy Blonski reported that there will be a "Buy a Brick" fundraiser as part of the 1928 Building Project. Folks will be able to purchase an engraved brick which will be placed near the new entryway of the 1928 Building. The proceeds from this fundraiser will contribute to the Stephen A. Flis Scholarship, designed for students with an interest in public service.

4) To cancel the November 28, 2023, 1928 Building Committee meeting.

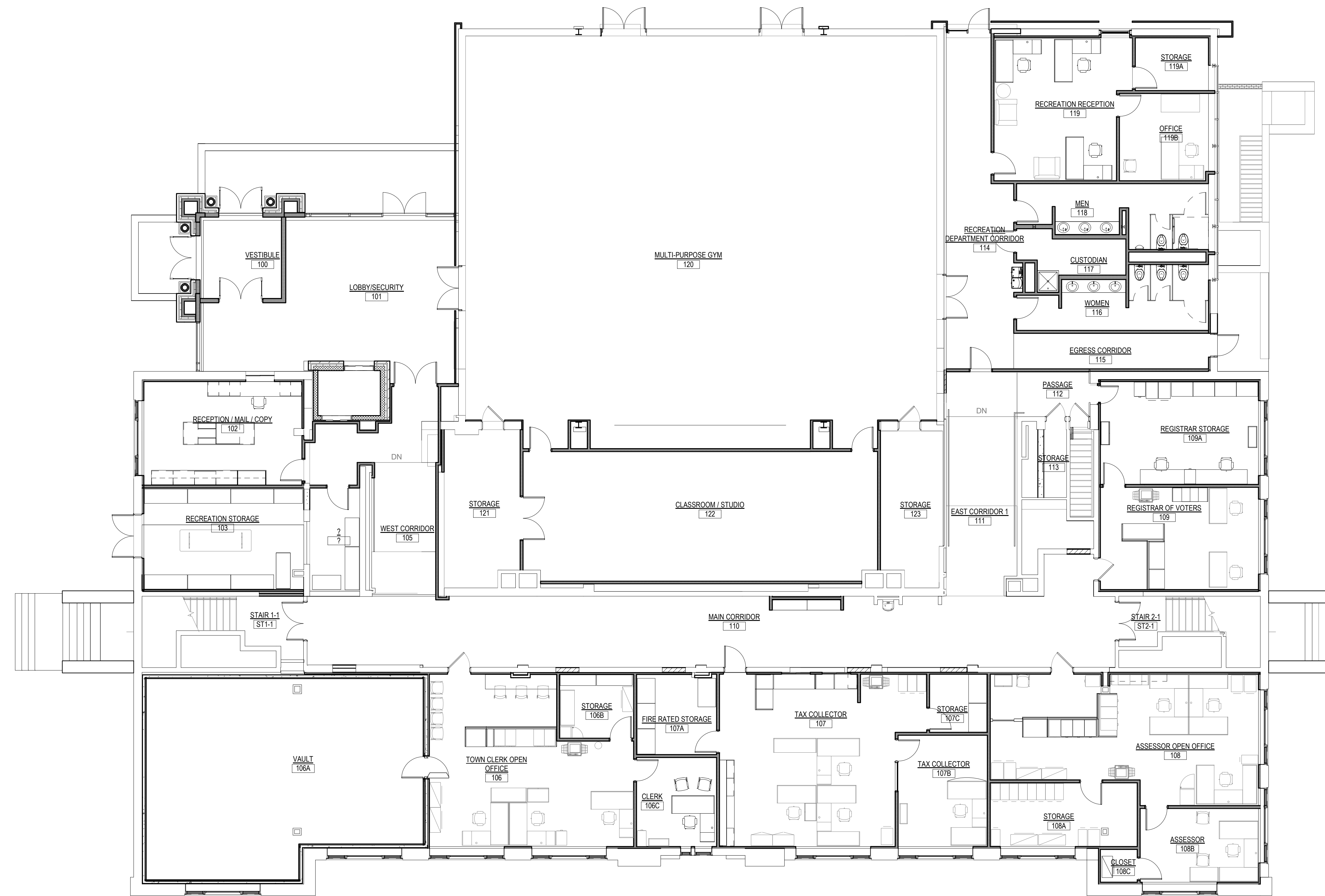
Upon a motion made and seconded (Capodiferro/Baron) it was unanimously VOTED: to cancel the November 28, 2023, 1928 Building Committee.

H. Adjournment.

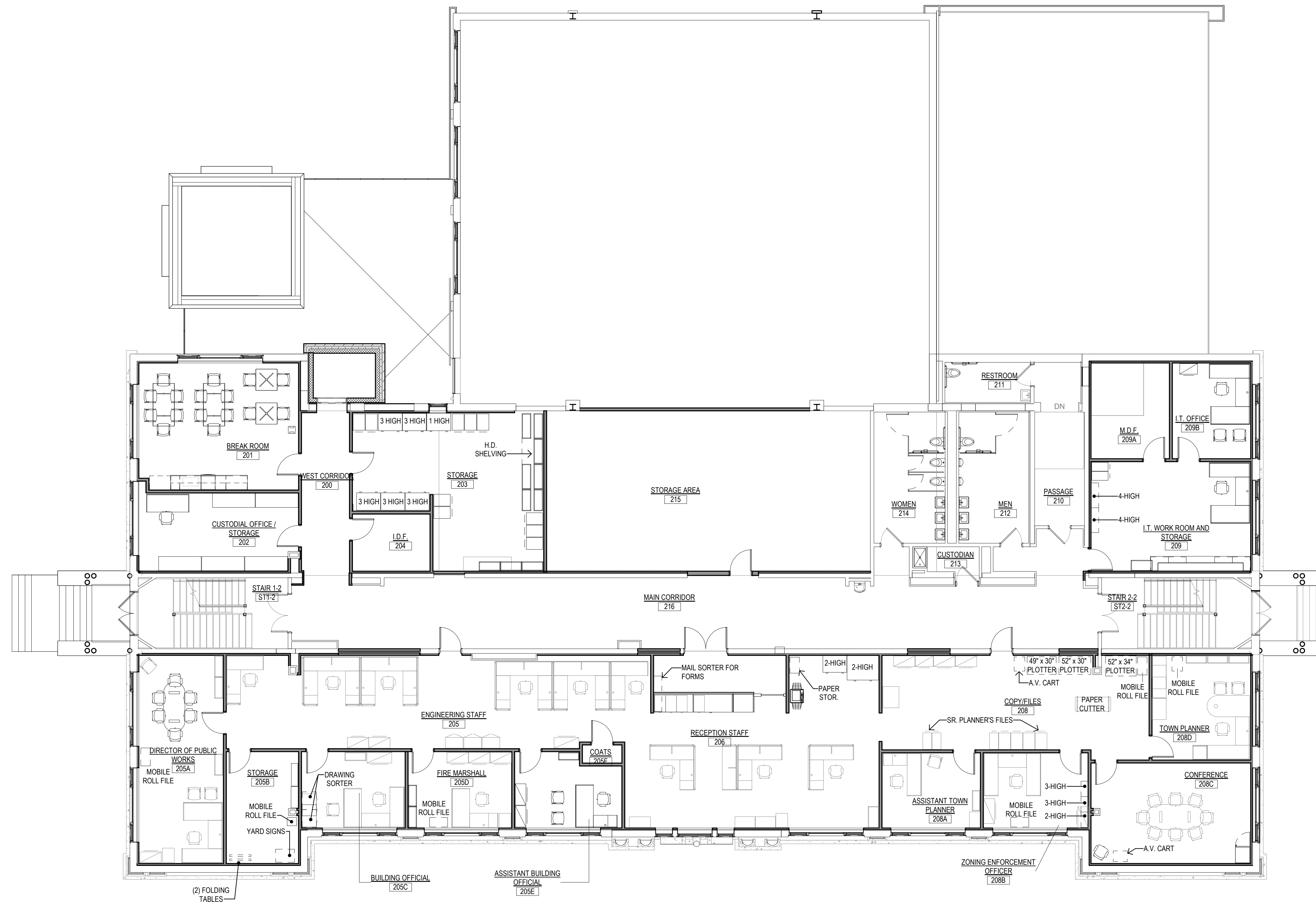
Upon a motion made and seconded (Fagan/Capodiferro) it was unanimously VOTED: to adjourn at 5:12 P.M.

Respectfully Submitted,

Devon Aldave
Clerk of the Committee



1 FIRST FLOOR PLAN
1/8" = 1'-0"



1 SECOND FLOOR PLAN
 1/8" = 1'-0"

Project Title:
**RENOVATIONS TO THE 1928 BUILDING:
 FARMINGTON TOWN HALL**
 Monteith Drive, Farmington, CT 06032



SILVER PETRUCELLI + ASSOCIATES
 3190 WHITNEY AVENUE HAMDEN CT 06518
 311 STATE STREET NEW LONDON CT 06320
 203 230 9007 silverpetrucci.com

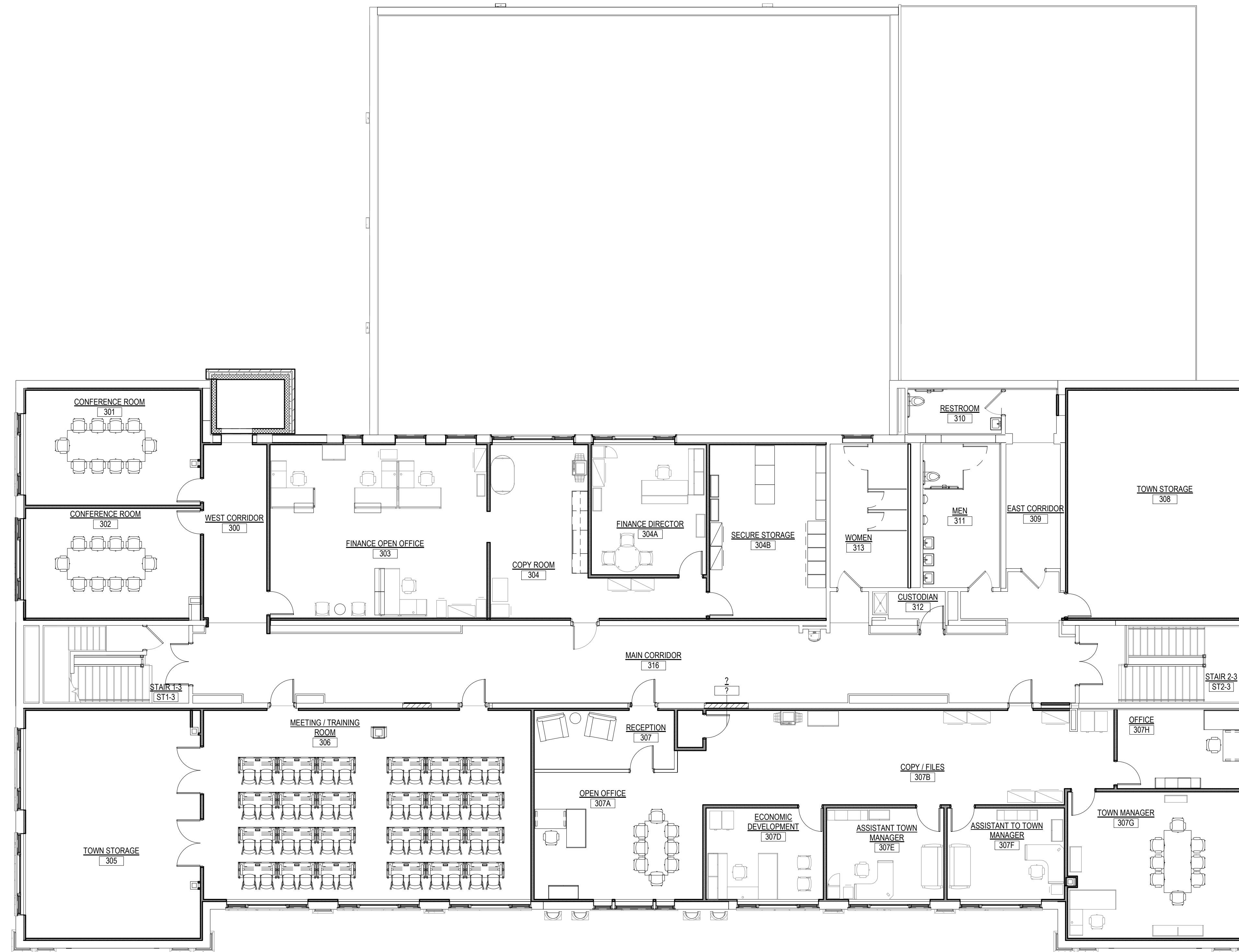
Revision	Description	Date	Revised By

Drawing Title:
SECOND FLOOR FURNITURE PLAN

Date:
 11/8/23
 Scale:
 1/8" = 1'-0"
 Drawn By:
 AMC
 Project Number:
 22.189

Drawing Number:

A231



1 THIRD FLOOR PLAN
 1/8" = 1'-0"

**FARMINGTON HIGH SCHOOL
 FPS CENTRAL OFFICE**
 Farmington, CT

CONFORMED SET

DRAWING TITLE
 ILLUSTRATIVE PLAN
 1928 BUILDING REDESIGN

STATE PROJ. NO. 052-0076N/052-0077BE
 PROJ. NO. 2021005
 SCALE 1" = 60'-0"
 DATE 15 JULY 2022
 DRAWN BY JPE
 APPROVED BY MAC

ISSUE DATES		
NO.	DATE	PURPOSE
1	10/16/2023	PR #45

L0.05



FHS SCOPE PARKING SUMMARY:

	PERMITTED	SITE MODIFICATION
PERMITTING PARKING COUNT:		
TYPICAL	552	551
ADA	18	19
TOTAL:	570	570

NOTES:
 1. THIS PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY.
 2. COLORED SITE AREAS WITHIN FHS WORK LIMIT LINE REPRESENT AREAS MODIFIED FROM THE ORIGINAL BASE BID AND WHICH REMAIN A PART OF THE FHS PROJECT.
 3. UNCOLORED SITE AREAS WITHIN THE 1928 BUILDING WORK LIMIT LINE REPRESENT AREAS NOW PART OF THE 1928 BUILDING PROJECT.

**FARMINGTON HIGH SCHOOL
 FPS CENTRAL OFFICE**
 Farmington, CT

CONFORMED SET

DRAWING TITLE
 SITE PREPARATION PLAN
 1928 BUILDING REDESIGN

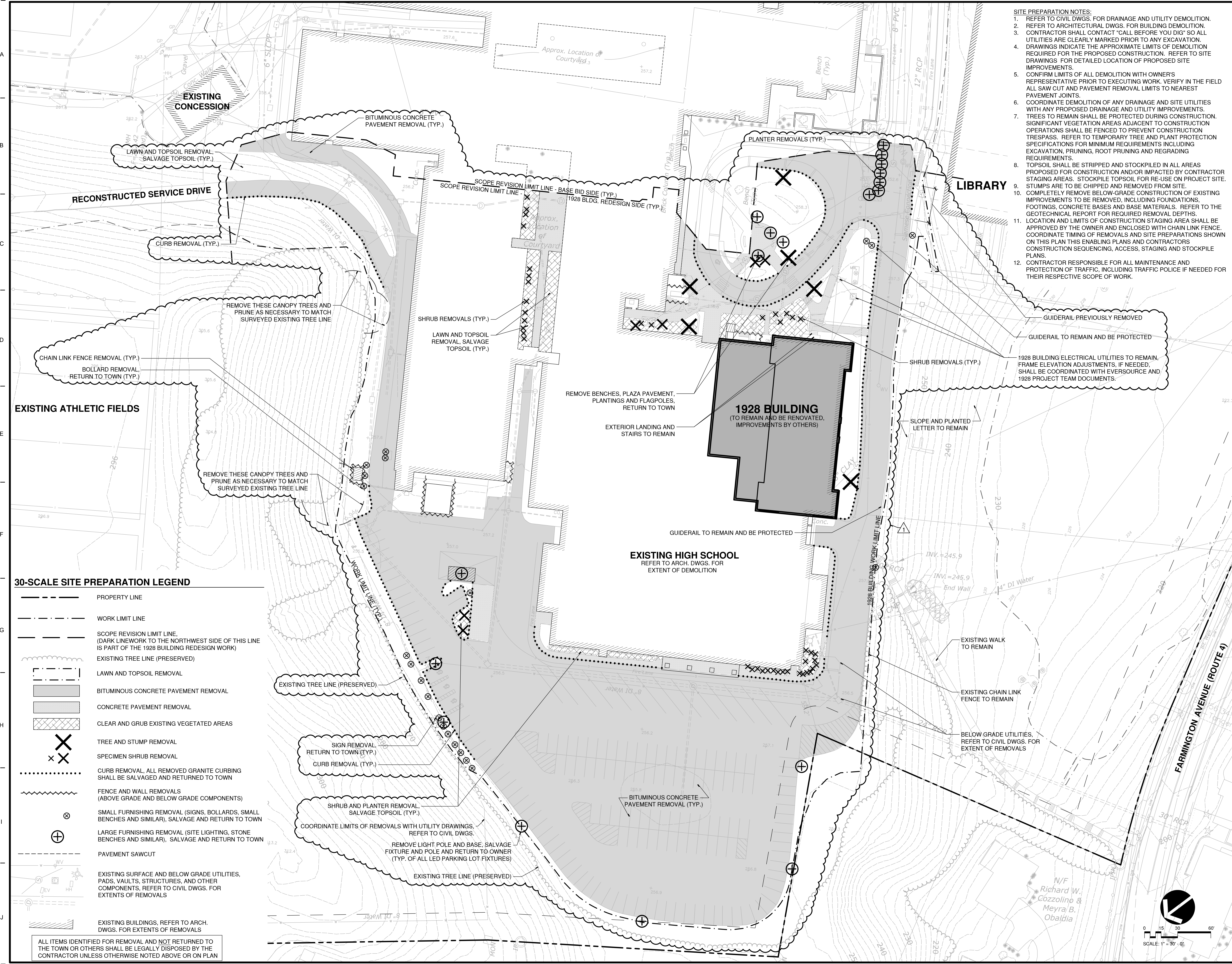
STATE PROJ. NO. 052-0076N/052-0077BE
 PROJ. NO. 2021005
 SCALE 1" = 30'-0"
 DATE 15 JULY 2022
 DRAWN BY JPE
 APPROVED BY MAC

ISSUE DATES

NO.	DATE	PURPOSE
1	10/16/2023	PR #45

L1.05

- SITE PREPARATION NOTES:**
- REFER TO CIVIL DWGS. FOR DRAINAGE AND UTILITY DEMOLITION.
 - REFER TO ARCHITECTURAL DWGS. FOR BUILDING DEMOLITION.
 - CONTRACTOR SHALL CONTACT "CALL BEFORE YOU DIG" SO ALL UTILITIES ARE CLEARLY MARKED PRIOR TO ANY EXCAVATION.
 - DRAWINGS INDICATE THE APPROXIMATE LIMITS OF DEMOLITION REQUIRED FOR THE PROPOSED CONSTRUCTION. REFER TO SITE DRAWINGS FOR DETAILED LOCATION OF PROPOSED SITE IMPROVEMENTS.
 - CONFIRM LIMITS OF ALL DEMOLITION WITH OWNER'S REPRESENTATIVE PRIOR TO EXECUTING WORK. VERIFY IN THE FIELD ALL SAW CUT AND PAVEMENT REMOVAL LIMITS TO NEAREST PAVEMENT JOINTS.
 - COORDINATE DEMOLITION OF ANY DRAINAGE AND SITE UTILITIES WITH ANY PROPOSED DRAINAGE AND UTILITY IMPROVEMENTS.
 - TREES TO REMAIN SHALL BE PROTECTED DURING CONSTRUCTION. SIGNIFICANT VEGETATION AREAS ADJACENT TO CONSTRUCTION OPERATIONS SHALL BE FENCED TO PREVENT CONSTRUCTION TRESPASS. REFER TO TEMPORARY TREE AND PLANT PROTECTION SPECIFICATIONS FOR MINIMUM REQUIREMENTS INCLUDING EXCAVATION, PRUNING, ROOT PRUNING AND REGRADING REQUIREMENTS.
 - TOPSOIL SHALL BE STRIPPED AND STOCKPILED IN ALL AREAS PROPOSED FOR CONSTRUCTION AND/OR IMPACTED BY CONTRACTOR STAGING AREAS. STOCKPILE TOPSOIL FOR RE-USE ON PROJECT SITE. STUMPS ARE TO BE CHIPPED AND REMOVED FROM SITE.
 - COMPLETELY REMOVE BELOW-GRADE CONSTRUCTION OF EXISTING IMPROVEMENTS TO BE REMOVED, INCLUDING FOUNDATIONS, FOOTINGS, CONCRETE BASES AND BASE MATERIALS. REFER TO THE GEOTECHNICAL REPORT FOR REQUIRED REMOVAL DEPTHS.
 - LOCATION AND LIMITS OF CONSTRUCTION STAGING AREA SHALL BE APPROVED BY THE OWNER AND ENCLOSED WITH CHAIN LINK FENCE. COORDINATE TIMING OF REMOVALS AND SITE PREPARATIONS SHOWN ON THIS PLAN WITH ENABLING PLANS AND CONTRACTORS CONSTRUCTION SEQUENCING, ACCESS, STAGING AND STOCKPILE PLANS.
 - CONTRACTOR RESPONSIBLE FOR ALL MAINTENANCE AND PROTECTION OF TRAFFIC, INCLUDING TRAFFIC POLICE IF NEEDED FOR THEIR RESPECTIVE SCOPE OF WORK.



30-SCALE SITE PREPARATION LEGEND

- PROPERTY LINE
- WORK LIMIT LINE
- SCOPE REVISION LIMIT LINE. (DARK LINEWORK TO THE NORTHWEST SIDE OF THIS LINE IS PART OF THE 1928 BUILDING REDESIGN WORK)
- EXISTING TREE LINE (PRESERVED)
- LAWN AND TOPSOIL REMOVAL
- BITUMINOUS CONCRETE PAVEMENT REMOVAL
- CONCRETE PAVEMENT REMOVAL
- CLEAR AND GRUB EXISTING VEGETATED AREAS
- TREE AND STUMP REMOVAL
- SPECIMEN SHRUB REMOVAL
- CURB REMOVAL, ALL REMOVED GRANITE CURBING SHALL BE SALVAGED AND RETURNED TO TOWN
- FENCE AND WALL REMOVALS (ABOVE GRADE AND BELOW GRADE COMPONENTS)
- SMALL FURNISHING REMOVAL (SIGNS, BOLLARDS, SMALL BENCHES AND SIMILAR), SALVAGE AND RETURN TO TOWN
- LARGE FURNISHING REMOVAL (SITE LIGHTING, STONE BENCHES AND SIMILAR), SALVAGE AND RETURN TO TOWN
- PAVEMENT SAWCUT
- EXISTING SURFACE AND BELOW GRADE UTILITIES, PADS, VAULTS, STRUCTURES, AND OTHER COMPONENTS. REFER TO CIVIL DWGS. FOR EXTENTS OF REMOVALS
- EXISTING BUILDINGS, REFER TO ARCH. DWGS. FOR EXTENTS OF REMOVALS

ALL ITEMS IDENTIFIED FOR REMOVAL AND NOT RETURNED TO THE TOWN OR OTHERS SHALL BE LEGALLY DISPOSED BY THE CONTRACTOR UNLESS OTHERWISE NOTED ABOVE OR ON PLAN

**FARMINGTON HIGH SCHOOL
 FPS CENTRAL OFFICE**
 Farmington, CT

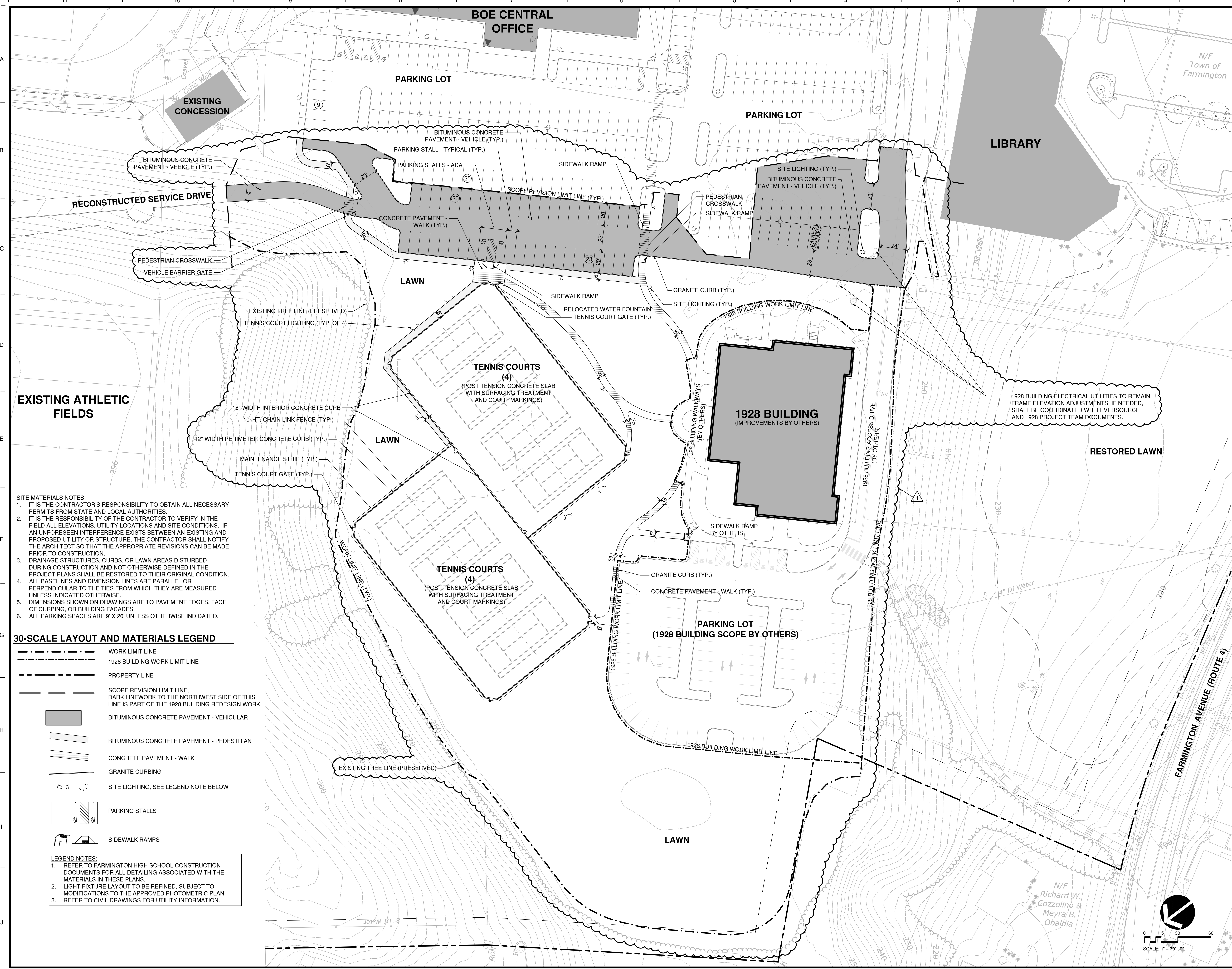
CONFORMED SET

DRAWING TITLE
 LAYOUT AND MATERIALS PLAN
 1928 BUILDING REDESIGN

STATE PROJ. NO. 052-0076N/052-0077BE
 PROJ. NO. 2021005
 SCALE 1" = 30'-0"
 DATE 15 JULY 2022
 DRAWN BY JPE
 APPROVED BY MAC

ISSUE DATES		
NO.	DATE	PURPOSE
1	10/16/2023	PR #45

L1.15

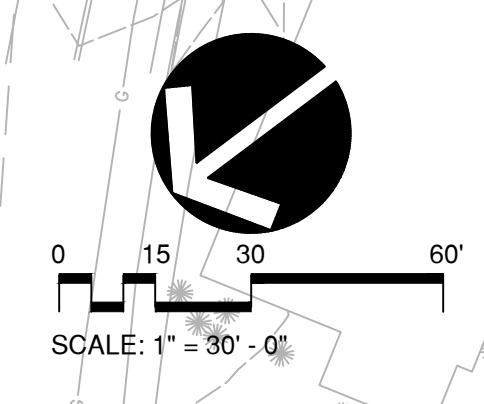


- SITE MATERIALS NOTES:**
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS FROM STATE AND LOCAL AUTHORITIES.
 - IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY IN THE FIELD ALL ELEVATIONS, UTILITY LOCATIONS AND SITE CONDITIONS. IF AN UNFORESEEN INTERFERENCE EXISTS BETWEEN AN EXISTING AND PROPOSED UTILITY OR STRUCTURE, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT SO THAT THE APPROPRIATE REVISIONS CAN BE MADE PRIOR TO CONSTRUCTION.
 - DRAINAGE STRUCTURES, CURBS, OR LAWN AREAS DISTURBED DURING CONSTRUCTION AND NOT OTHERWISE DEFINED IN THE PROJECT PLANS SHALL BE RESTORED TO THEIR ORIGINAL CONDITION.
 - ALL BASELINES AND DIMENSION LINES ARE PARALLEL OR PERPENDICULAR TO THE TIES FROM WHICH THEY ARE MEASURED UNLESS INDICATED OTHERWISE.
 - DIMENSIONS SHOWN ON DRAWINGS ARE TO PAVEMENT EDGES, FACE OF CURBING, OR BUILDING FACADES.
 - ALL PARKING SPACES ARE 9' X 20' UNLESS OTHERWISE INDICATED.

30-SCALE LAYOUT AND MATERIALS LEGEND

- WORK LIMIT LINE
- 1928 BUILDING WORK LIMIT LINE
- PROPERTY LINE
- SCOPE REVISION LIMIT LINE. DARK LINEWORK TO THE NORTHWEST SIDE OF THIS LINE IS PART OF THE 1928 BUILDING REDESIGN WORK
- BITUMINOUS CONCRETE PAVEMENT - VEHICULAR
- BITUMINOUS CONCRETE PAVEMENT - PEDESTRIAN
- CONCRETE PAVEMENT - WALK
- GRANITE CURBING
- SITE LIGHTING, SEE LEGEND NOTE BELOW
- PARKING STALLS
- SIDEWALK RAMPS

- LEGEND NOTES:**
- REFER TO FARMINGTON HIGH SCHOOL CONSTRUCTION DOCUMENTS FOR ALL DETAILING ASSOCIATED WITH THE MATERIALS IN THESE PLANS.
 - LIGHT FIXTURE LAYOUT TO BE REFINED, SUBJECT TO MODIFICATIONS TO THE APPROVED PHOTOMETRIC PLAN.
 - REFER TO CIVIL DRAWINGS FOR UTILITY INFORMATION.



**FARMINGTON HIGH SCHOOL
 FPS CENTRAL OFFICE**
 Farmington, CT

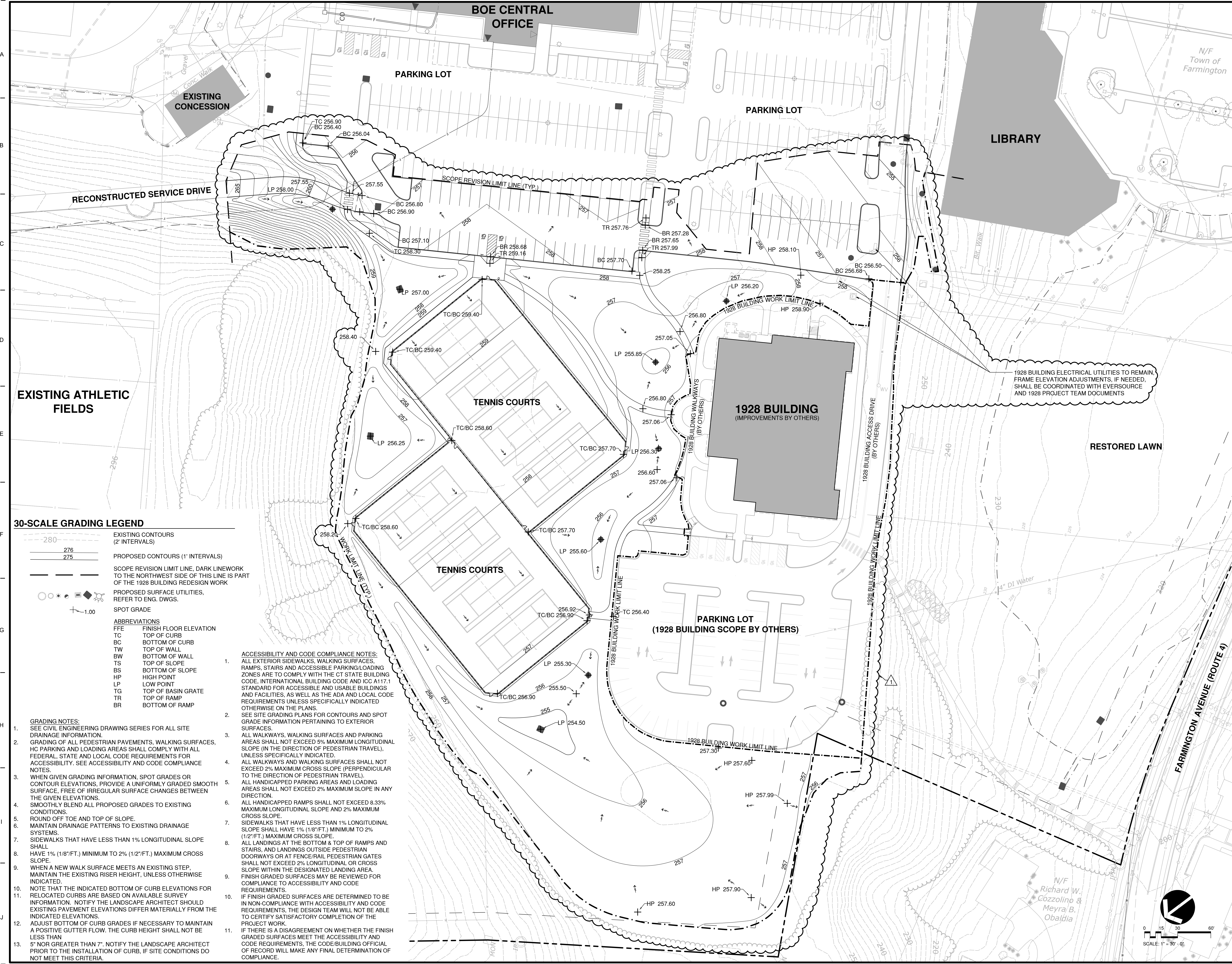
CONFORMED SET

DRAWING TITLE
**GRADING PLAN
 1928 BUILDING REDESIGN**

STATE PROJ. NO. 052-0076N052-0077BE
 PROJ. NO. 2021005
 SCALE 1" = 30'-0"
 DATE 15 JULY 2022
 DRAWN BY JPE
 APPROVED BY MAC

ISSUE DATES		
NO.	DATE	PURPOSE
1	10/16/2023	PR #45

L1.39



30-SCALE GRADING LEGEND

- 280 EXISTING CONTOURS (2' INTERVALS)
 - 276 PROPOSED CONTOURS (1' INTERVALS)
 - SCOPE REVISION LIMIT LINE, DARK LINework TO THE NORTHWEST SIDE OF THIS LINE IS PART OF THE 1928 BUILDING REDESIGN WORK
 - PROPOSED SURFACE UTILITIES, REFER TO ENG. DWGS.
 - SPOT GRADE
 - 1.00
- ABBREVIATIONS**
- FFE FINISH FLOOR ELEVATION
 - TC TOP OF CURB
 - BC BOTTOM OF CURB
 - TW TOP OF WALL
 - BW BOTTOM OF WALL
 - TS TOP OF SLOPE
 - BS BOTTOM OF SLOPE
 - HP HIGH POINT
 - LP LOW POINT
 - TG TOP OF BASIN GRATE
 - TR TOP OF RAMP
 - BR BOTTOM OF RAMP

- GRADING NOTES:**
1. SEE CIVIL ENGINEERING DRAWING SERIES FOR ALL SITE DRAINAGE INFORMATION.
 2. GRADING OF ALL PEDESTRIAN PAVEMENTS, WALKING SURFACES, HC PARKING AND LOADING AREAS SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL CODE REQUIREMENTS FOR ACCESSIBILITY. SEE ACCESSIBILITY AND CODE COMPLIANCE NOTES.
 3. WHEN GIVEN GRADING INFORMATION, SPOT GRADES OR CONTOUR ELEVATIONS, PROVIDE A UNIFORMLY GRADED SMOOTH SURFACE, FREE OF IRREGULAR SURFACE CHANGES BETWEEN THE GIVEN ELEVATIONS.
 4. SMOOTHLY BLEND ALL PROPOSED GRADES TO EXISTING CONDITIONS.
 5. ROUND OFF TOE AND TOP OF SLOPE.
 6. MAINTAIN DRAINAGE PATTERNS TO EXISTING DRAINAGE SYSTEMS.
 7. SIDEWALKS THAT HAVE LESS THAN 1% LONGITUDINAL SLOPE SHALL HAVE 1% (1/8"/FT.) MINIMUM TO 2% (1/2"/FT.) MAXIMUM CROSS SLOPE.
 8. WHEN A NEW WALK SURFACE MEETS AN EXISTING STEP, MAINTAIN THE EXISTING RISER HEIGHT, UNLESS OTHERWISE INDICATED.
 9. NOTE THAT THE INDICATED BOTTOM OF CURB ELEVATIONS FOR RELOCATED CURBS ARE BASED ON AVAILABLE SURVEY INFORMATION. NOTIFY THE LANDSCAPE ARCHITECT SHOULD EXISTING PAVEMENT ELEVATIONS DIFFER MATERIALLY FROM THE INDICATED ELEVATIONS.
 10. ADJUST BOTTOM OF CURB GRADES IF NECESSARY TO MAINTAIN A POSITIVE GUTTER FLOW. THE CURB HEIGHT SHALL NOT BE LESS THAN
 11. 5" NOR GREATER THAN 7". NOTIFY THE LANDSCAPE ARCHITECT PRIOR TO THE INSTALLATION OF CURB, IF SITE CONDITIONS DO NOT MEET THIS CRITERIA.

- ACCESSIBILITY AND CODE COMPLIANCE NOTES:**
1. ALL EXTERIOR SIDEWALKS, WALKING SURFACES, RAMPS, STAIRS AND ACCESSIBLE PARKING/LOADING ZONES ARE TO COMPLY WITH THE CT STATE BUILDING CODE, INTERNATIONAL BUILDING CODE AND ICC A117.1 STANDARD FOR ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES, AS WELL AS THE ADA AND LOCAL CODE REQUIREMENTS UNLESS SPECIFICALLY INDICATED OTHERWISE ON THE PLANS.
 2. SEE SITE GRADING PLANS FOR CONTOURS AND SPOT GRADE INFORMATION PERTAINING TO EXTERIOR SURFACES.
 3. ALL WALKWAYS, WALKING SURFACES AND PARKING AREAS SHALL NOT EXCEED 5% MAXIMUM LONGITUDINAL SLOPE (IN THE DIRECTION OF PEDESTRIAN TRAVEL), UNLESS SPECIFICALLY INDICATED.
 4. ALL WALKWAYS AND WALKING SURFACES SHALL NOT EXCEED 2% MAXIMUM CROSS SLOPE (PERPENDICULAR TO THE DIRECTION OF PEDESTRIAN TRAVEL).
 5. ALL HANDICAPPED PARKING AREAS AND LOADING AREAS SHALL NOT EXCEED 2% MAXIMUM SLOPE IN ANY DIRECTION.
 6. ALL HANDICAPPED RAMPS SHALL NOT EXCEED 8.33% MAXIMUM LONGITUDINAL SLOPE AND 2% MAXIMUM CROSS SLOPE.
 7. SIDEWALKS THAT HAVE LESS THAN 1% LONGITUDINAL SLOPE SHALL HAVE 1% (1/8"/FT.) MINIMUM TO 2% (1/2"/FT.) MAXIMUM CROSS SLOPE.
 8. ALL LANDINGS AT THE BOTTOM & TOP OF RAMPS AND STAIRS, AND LANDINGS OUTSIDE PEDESTRIAN DOORWAYS OR AT FENCE/RAIL PEDESTRIAN GATES SHALL NOT EXCEED 2% LONGITUDINAL OR CROSS SLOPE WITHIN THE DESIGNATED LANDING AREA.
 9. FINISH GRADED SURFACES MAY BE REVIEWED FOR COMPLIANCE TO ACCESSIBILITY AND CODE REQUIREMENTS.
 10. IF FINISH GRADED SURFACES ARE DETERMINED TO BE IN NON-COMPLIANCE WITH ACCESSIBILITY AND CODE REQUIREMENTS, THE DESIGN TEAM WILL NOT BE ABLE TO CERTIFY SATISFACTORY COMPLETION OF THE PROJECT WORK.
 11. IF THERE IS A DISAGREEMENT ON WHETHER THE FINISH GRADED SURFACES MEET THE ACCESSIBILITY AND CODE REQUIREMENTS, THE CODE/BUILDING OFFICIAL OF RECORD WILL MAKE ANY FINAL DETERMINATION OF COMPLIANCE.

1928 BUILDING ELECTRICAL UTILITIES TO REMAIN, FRAME ELEVATION ADJUSTMENTS, IF NEEDED, SHALL BE COORDINATED WITH EVERSOURCE AND 1928 PROJECT TEAM DOCUMENTS

PLANT SCHEDULE (MODIFIED PLANT QUANTITIES ONLY)										
CATEGORY	SYM	BOTANICAL NAME	COMMON NAME	APPROVED QTY.	PROPOSED QTY.	QTY. IN SCOPE REVISION AREA	SIZE	ROOT	MATURE SIZE	COMMENTS
DECIDUOUS TREES	AA	ACER RUBRUM 'ARMSTRONG'	ARMSTRONG RED MAPLE	3	1	0	2 1/2" - 3" CAL.	B&B	50' HT., 35-40' SPREAD	UNIFORM, SINGLE-STEM, LOWEST BRANCH AT 6' HT.
	AR	ACER RUBRUM 'RED SUNSET'	RED SUNSET RED MAPLE	18	21	9	2 1/2" - 3" CAL.	B&B	50' HT., 35-40' SPREAD	UNIFORM, SINGLE-STEM, LOWEST BRANCH AT 6' HT.
	AS	ACER SACCHARUM 'LEGACY'	LEGACY SUGAR MAPLE	18	17	3	2 1/2" - 3" CAL.	B&B	50' HT., 35-40' SPREAD	UNIFORM, SINGLE-STEM, LOWEST BRANCH AT 6' HT.
	PA	PLATANUS X ACERIFOLIA 'BLOODGOOD'	BLOODGOOD PLANETREE	7	6	2	2 1/2" - 3" CAL.	B&B	50' HT., 35-40' SPREAD	UNIFORM, SINGLE-STEM, LOWEST BRANCH AT 6' HT.
	QP	QUERCUS PALUSTRIS	PIN OAK	7	6	2	2 1/2" - 3" CAL.	B&B	55' HT., 30-35' SPREAD	UNIFORM, SINGLE-STEM, LOWEST BRANCH AT 6' HT.
	ZS	ZELKOVA SERRATA 'GREENVASE'	GREENVASE JAPANESE ZELKOVA	36	44	10	2 1/2" - 3" CAL.	B&B	50' HT., 35-40' SPREAD	UNIFORM, SINGLE-STEM, LOWEST BRANCH AT 6' HT.

PARKING LANDSCAPING CALCULATIONS			
ZONE: R40			
DEVELOPMENT STANDARD (SEE NOTE 1)	REQUIRED/ALLOWED	REVIOSUPLY PERMITTED (SEE NOTE 2)	PROPOSED
MIN. PARKING LOT SETBACKS	50 FEET FROM FRONT LOT LINE, 20 FEET FROM SIDE AND REAR LOT LINES	44.6 FEET	UNCHANGED
MIN. PARKING LOT LANDSCAPED AREA	10.0% OF GROSS PARKING AREA	14.4%	41,519/309,842 = 13.4%
MIN. PARKING LOT TREES	1 TREE PER 10 SPACES	60 TREES FOR 570 SPACES = 1 TREE PER 9.5 SPACES	64 TREES FOR 570 SPACES = 1 TREE PER 8.9 SPACES
LANDSCAPED BUFFER	NOT APPLICABLE TO THESE MODIFICATIONS		

PLANTING SELECTION NOTE:
 1. SUBSTITUTION OF SPECIFIED PLANT SPECIES AND/OR CULTIVARS SHALL NOT BE PERMITTED UNLESS APPROVED BY BOTH THE LANDSCAPE ARCHITECT AND TOWN OF FARMINGTON.
 2. REFER TO SHEET L5.07 FOR COMPLETE TREE LIST. ONLY TREES WITH MODIFIED QUANTITIES ARE LISTED.

TABLE NOTES:
 1. LANDSCAPE AREAS AND PARKING LOT TREES ASSOCIATED WITH 1928 BUILDING NOT INCLUDING IN THESE CALCULATIONS 1928 BUILDING PROJECT TO COMPILE THOSE FIGURES UNDER SEPARATE SUBMISSION TO TOWN.
 2. DATA BASED ON P&Z SUBMISSION DATED 25 FEBRUARY 2023, AND APPROVED AT MARCH 2023 TPZ HEARING.



SITE PLANTING NOTES:
 1. ALL EXTERIOR GROUND AREAS DISTURBED BY CONSTRUCTION AND NOT COVERED BY BUILDINGS, STRUCTURES, PAVING, CONTINUOUS PLANTING BEDS OR OTHER SITE IMPROVEMENTS SHALL BE GRADED, TOPSOILED WITH SOIL PREPARATION TO A DEPTH OF 6" AND GRASS SEEDING.
 2. ALL MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1-(CURRENT EDITION).
 3. ALL TREE STAKING OR GUYING SHALL BE DONE IMMEDIATELY AFTER PLANTING, BUT IN NO INSTANCE MORE THAN 24 HOURS AFTER PLANTING. SEE STAKING/GUYING DETAIL. AT COMPLETION OF MAINTENANCE PERIOD REMOVE ALL STAKES, FLAGS, GUYS, TREE WRAP, AND ANCHORS.
 4. MULCH ALL NEW SHRUB BEDS AND PLANT PITS TO ACHIEVE A 3" DEPTH (AFTER SETTLEMENT). MULCH ALL GROUND COVER BEDS TO ACHIEVE A 2" DEPTH (AFTER SETTLEMENT). MULCH FOR SAUCERS AND PLANTING AREAS TO BE A DOUBLE SHREDDED BARK MULCH.
 5. ALL LAWN AND PLANTING AREA SOIL PREPARATION SHALL BE FERTILIZED AND AMENDED ACCORDING TO RECOMMENDATIONS OF A SOIL ANALYSIS PROVIDED BY AN APPROVED SOIL TESTING LABORATORY, AND APPROVED BY THE LANDSCAPE ARCHITECT.
 6. FOR TREE AND SHRUB PLANTING REQUIREMENTS SEE TREE PLANTING AND SHRUB PLANTING DETAILS.
 7. SITE LIGHTING IS SHOWN FOR COORDINATION PURPOSES ONLY. SEE SITE IMPROVEMENTS PLAN FOR SPECIFIC SITE LIGHTING LOCATIONS. SEE SITE ELECTRICAL PLANS FOR ADDITIONAL INFORMATION.

30-SCALE PLANTING LEGEND

	PROPERTY LINE
	WORK LIMIT LINE
	SCOPE REVISION LIMIT LINE, DARK LINEWORK TO THE NORTHWEST SIDE OF THIS LINE IS PART OF THE 1928 BUILDING REDESIGN WORK
	EXISTING TREE LINE
	EXISTING CANOPY DRIP EDGE (FIELD OBSERVED)
	DECIDUOUS TREE
	SEEDED LANDSCAPE AREA - NATIVE EROSION CONTROL/ RESTORATION SEED MIX
	SEEDED LANDSCAPE AREA - LAWN SEED MIX
	MULCHED AREA
	PROPOSED SURFACE AND BELOW GRADE UTILITIES, REFER TO ENG. DWGS.

LEGEND NOTES:
 1. REFER TO FARMINGTON HIGH SCHOOL CONSTRUCTION DOCUMENTS FOR ALL DETAILING ASSOCIATED WITH THE MATERIALS IN THESE PLANS PLAN.
 2. REFER TO ELECTRICAL DRAWINGS FOR LIGHTING LAYOUT, FIXTURE SCHEDULE, AND CONDUIT LAYOUT.
 3. REFER TO CIVIL DRAWINGS FOR UTILITY INFORMATION.

tskstudio.com
TSKP STUDIO
 One Hartford Square West
 146 Wyllys Street, Bldg 1-203
 Hartford, CT 06106
 860.547.1970
 ARCHITECTURE | PLANNING | INTERIORS

LANDSCAPE ARCHITECT
Richter & Cegan Inc.
 88 CANAL COURT P.O. BOX 567
 AVON, CT 06001
 PHONE: 860-678-0669
 CONTACT NAME: MICHAEL A. CEGAN
 EMAIL: mcegan@richtercegan.com

**FARMINGTON HIGH SCHOOL
 FPS CENTRAL OFFICE**
 Farmington, CT

CONFORMED SET

DRAWING TITLE
 PLANTING PLAN
 1928 BUILDING REDESIGN

STATE PROJ. NO. 052-0076N/052-0077BE
 PROJ. NO. 2021005
 SCALE 1" = 30'-0"
 DATE 15 JULY 2022
 DRAWN BY JPE
 APPROVED BY MAC

ISSUE DATES		
NO.	DATE	PURPOSE
1	10/16/2023	PR #45

L1.45

FINANCIAL REPORT:

Agenda Item F-7

/Attachment

**1928 Building Committee
Invoice Tracking**

Agenda Item F-7

<i>Silver Petrucelli + Associates</i>		
Contract Amount- New FHS	\$	885,000.00
Invoice Date	Invoice Amount	
8/1/2023	\$8,400.00	Professional Services- July 2023
9/1/2023	\$33,600.00	Professional Services- August 2023
10/1/2023	\$56,000.00	Professional Services- September 2023
11/1/2023	\$84,000.00	Professional Services- October 2023
12/1/2023	\$56,000.00	Professional Services- November 2023
Invoice Total:		\$238,000.00
Remaining Balance:		\$647,000.00

MOTION:

Agenda Item G-1

To approve the attached invoice from Silver Petrucelli + Associates in the amount of \$56,000.00.

/Attachment



SILVER PETRUCELLI + ASSOCIATES

3190 WHITNEY AVENUE HAMDEN CT 06518
311 STATE STREET NEW LONDON CT 06320
203 230 9007 silverpetrucelli.com

Town of Farmington
Kathleen Blonski
Email Only

Invoice number 23-1489
Date 12/01/2023

Project **22.189 Farmington - 1928 School
Building Office Conversion (Design)**

Professional services through November 30, 2023.

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
Design Development	280,000.00	85.00	238,000.00	182,000.00	56,000.00
Construction Documents	280,000.00	0.00	0.00	0.00	0.00
Bid	25,000.00	0.00	0.00	0.00	0.00
Construction Administration	300,000.00	0.00	0.00	0.00	0.00
Total	885,000.00	26.89	238,000.00	182,000.00	56,000.00

Invoice total **56,000.00**

Invoice Summary

Description	Contract Amount	Total Billed	Prior Billed	Current Billed
Design Development	280,000.00	238,000.00	182,000.00	56,000.00
Construction Documents	280,000.00	0.00	0.00	0.00
Bid	25,000.00	0.00	0.00	0.00
Construction Administration	300,000.00	0.00	0.00	0.00
Total	885,000.00	238,000.00	182,000.00	56,000.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
23-1151	10/01/2023	56,000.00			56,000.00		
23-1354	11/01/2023	84,000.00		84,000.00			
23-1489	12/01/2023	56,000.00	56,000.00				
	Total	196,000.00	56,000.00	84,000.00	56,000.00	0.00	0.00

Approved by:

Christopher T. Nardi
 Project Manager

MOTION:

Agenda Item G-2

To establish an Interior Design & Finishes Subcommittee.

MOTION:

Agenda Item G-3

To approve the draft RFP for Commissioning Services as presented.

NOTE:

The RFP for Commissioning Services was reviewed and approved by the Professional Partnership Subcommittee at their November 28, 2023, meeting. The Town Attorney also reviewed the RFP.

/Attachment

Request for Proposals
For Commissioning Services
For the
1928 Building Renovation Project

1928 Building Committee
Town of Farmington
1 Monteith Dr.
Farmington, CT 06032

Issue Date: December 15, 2023
Question Deadline: December 28, 2023
Question Responses: January 3, 2024
RFP Due Date: January 12, 2024
Anticipated Award: January 23, 2024

LEGAL NOTICE
REQUEST FOR PROPOSALS

Commissioning Services for the Town of Farmington 1928 Building Renovation Project

Proposals will be accepted at the Town Manager's Office, Farmington Town Hall, 1 Monteith Drive, Farmington, CT 06032 until 12 PM Eastern Daylight Time on January 12, 2024. Instructions to bidders may be obtained at www.farmington-ct.org. Links: Departments>Finance and Purchasing>Purchasing > Bids

The 1928 Building Committee intends to utilize firms selected from this Request for Proposal (RFP) to provide documented confirmation that the facility fulfills the functional and performance requirements of the building Owner and operators, and as required by the State of Connecticut General Statutes: Section 16a – 38k. The commissioning process will establish and document the Owner's criteria for system function, performance, and maintainability; and to verify document compliance with these criteria throughout construction, start-up, and the initial period of operation. The Project shall be designed to the Connecticut High Performance Building Standards and the Connecticut Building Standard Guidelines Compliance Manual for High Performance Buildings.

Qualified firms are required to submit their Proposal in accordance with the solicitation package requirements. The firm must meet all municipal, state and federal affirmative action and equal employment opportunity practices. **One Original, fifteen (15) copies of the proposal, and one electronic copy (Adobe PDF) must be submitted**

After review of all qualifications, including fee proposals, the 1928 Building Committee reserves the right to reject any or all proposals, or any part thereof, or waive defects in same, or accept any proposal deemed to be in the best interest of the Town of Farmington.

All questions or comments regarding this solicitation package must be submitted to the Assistant Town Manager via email at krajewskik@farmington-ct.org with the subject line: Commissioning Services RFP. Questions must be submitted by 2:00 PM on December 28, 2023.

This RFP is subject to the applicable provisions of the American Rescue Plan Act ("ARPA").

I. INSTRUCTIONS TO BIDDERS

The selected commissioning agent (CxA) will be expected to begin work immediately upon receipt of a letter from the Town of Farmington (“Town of Farmington” “Town” or “Owner”) directing the commencement of work. All firms submitting a proposal will be notified of the Town of Farmington’s decision in writing.

The Town of Farmington may, at its sole discretion, clarify, modify, amend, or terminate this solicitation at any time if the Town of Farmington deems it to be in its best interest to do so. Respondents are responsible for checking the Town of Farmington or CT DAS website for any addenda to this RFP, and to complete its response in accordance with the latest issued addenda. The lowest priced proposal is not the sole determining factor when awarding this proposal.

Commissioning Services (as hereinafter defined) shall be performed pursuant to the AIA document; AIA-C203-2017 Commissioning Agreement as modified and attached hereto as Attachment B. By submitting a response to this RFP, the bidder expressly warrants and agrees that it shall execute the agreement without exception, modification, or condition.

Work will only commence on a Contract after a written notice to proceed is issued by the Town of Farmington directing the commencement of such work. In the event of any conflicts between this RFP and any other proposal document(s) or the contract between the Town of Farmington and the successful proposer, this RFP shall prevail.

This RFP is subject to the applicable provisions of the American Rescue Plan Act (“ARPA”).

II. COMMISSIONING SERVICES OVERVIEW

The objective of commissioning is to provide documented confirmation that a facility fulfills the functional and performance requirements of the building Owner and operators, and as required by the State of Connecticut General Statutes: Section 16a – 38k. The commissioning process will establish and document the Owner’s criteria for system function, performance, and maintainability; and to verify document compliance with these criteria throughout construction, start-up, and the initial period of operation. The Project shall be designed to the Connecticut High Performance Building Standards and the Connecticut Building Standard Guidelines Compliance Manual for High Performance Buildings. It is not the goal of this project to achieve LEED certification.

III. PROJECT DESCRIPTION

Renovations will be made to the 1928 section of the current Farmington High School building for use as municipal offices. The estimated construction cost is \$14,426,053.

Anticipated project schedule:

Design Development- July 2023- December 2023

Construction Documents- December 2023- April 2024

Bidding- April/May 2024

Construction-July 2024-September 2025

IV. SUBMITTING A PROPOSAL

For a Qualifications Proposal to be responsive to this RFP it must provide all of the following information (Collectively the “Minimum Requirements”) organized as listed below:

1. Cover letter: Describe your firm’s commitment to the project and how you firm will meet or exceed expectations. Identify any factors that distinguish your firm from your competitors. Include a contact name, email, direct telephone, and address in the letter.
2. Certification: Provide satisfactory evidence your company is certified through CCP (Building Commissioning Association), ASHRAE CPMP/BCxP, or ACG.
3. Qualifying Experience: Provide evidence your company has performed commissioning services for projects of similar size and scope.
4. Project Team: Identify the proposed project team for this project. List all key members of the team and their resumes, include a description of each person’s commissioning experience.
5. References: Provide five references from completed projects of similar size and scope.
6. Fee Proposal: East responder must complete the Fee Schedule attached as Attachment A.

V. SELECTION PROCESS

A. Evaluation

Responses to the Request for Proposals shall be mailed or hand delivered to:

Kathryn Krajewski, Assistant Town Manager
Town Manager’s Office
1 Monteith Drive
Farmington, CT 06032

Proposals must be received by 12 pm on January 12, 2024. Proposals arriving or delivered after this time and date will not be considered. Proposals will be evaluated based on the following criteria at a minimum:

- Qualifications of the Firm for this project
- Similar work performed by the Firm
- Project understanding and approach
- Work plan/schedule
- Responsiveness of proposal
- References

VI. General Conditions

- A. The 1928 Building Committee reserves the right to accept or reject any or all proposals, to waive informalities and technical defects, to negotiate with any or all bidders, and in the event a contract is awarded, to award a contract based upon multiple factors as set forth herein with price as a consideration.
- B. The 1928 Building Committee shall be under no obligation to accept a proposal if it is deemed to be in the best interest of the Town of Farmington not to do so. The Town of Farmington is not responsible for any costs incurred by any Responder in connection with

this RFP. The expenses incurred by any Responder in the preparation, submission and presentation of their proposal are the sole responsibility of the Responder and shall not be charged to the Town of Farmington or the Building Committee

- C. The CxA shall be required to carry the following insurance, written by a company licensed to provide insurance in the State of Connecticut, with respect to services they perform for the duration of any contract to be let as a result of this process:
- a. Workers Compensation limits as required by Connecticut General Statutes. Employers' Liability with policy limits not less than \$500,000 each accident, 500,000 each employee, and \$500,000 policy limit.
 - b. General Liability Insurance, including the Farmington Board of Education, Farmington Public Schools, the 1928 Building Committee, and the Town of Farmington as additional insureds with limits of \$2,000,000 each occurrence and in the aggregate for property damage on a primary and non-contributory basis.
 - c. Automobile Liability Insurance, including the Farmington Board of Education, Farmington Public Schools, the 1928 Building Committee, and the Town of Farmington as an additional insureds, covering the operations of all operations motor vehicles owned, leased, hired, or used by the CxA in the furtherance of this Agreement with limits of \$1,000,000 each person, \$1,000,000 each occurrence for bodily injury, and \$1,000,000 each occurrence for property damage on a primary and non-contributory basis.
 - d. Professional liability insurance for protection against claims arising out of the negligent performance of services as CxA or caused by any errors or omissions of the insured in the amount of \$3,000,000 per claim and \$3,000,000 in the aggregate.
 - e. The CxA shall furnish, prior to commencement of work under this agreement, Certificates of insurance and insurance policy endorsements acceptable to the Town of Farmington evidencing workers' compensation, general, automobile, and professional liability coverage with the required limits.
 - f. In addition, both parties to any contract to be let as a result of this process will be required to agree mutually to waive any rights which each may have against the other with respect to subrogation under any policy insurance relating to the services or work provided under any such agreement.
- D. Save Harmless. As part of entering into any contract which may be let as a result of this process, the CxA for itself and its successors will be required, to the fullest extent allowed by law, to covenant and agree with the Town of Farmington to indemnify and save harmless said Farmington Board of Education, Farmington Public Schools, the 1928 Building Building Committee, and the Town of Farmington ("Indemnitees") from any and all action, causes of action, judgments, legal fees, claims and demands whatsoever, which may at any time be instituted, made, tendered or recovered against the Indemnitees to the extent caused by the CxA's negligence in the performance of the CxA services performed pursuant to any such agreement.

- E. The Building Committee and the Town of Farmington have the right to use any or all ideas, plans, specifications, and estimates presented in this RFP.

VI. SCOPE OF SERVICES

The bidder awarded the Contract (the “CxA”) is required to provide Commissioning Services during design, construction, approval/acceptance, and post-occupancy, and to be in compliance with Connecticut Standard Guidelines for High Performance Buildings. The CxA will provide the Town of Farmington with documented assurance that mechanical, electrical, plumbing, fire protection, controls, building envelope, technology, and other systems have been installed in compliance with the contract documents and specified performance guidelines. The Commissioning Services shall include the following:

I. Commissioning Plan:

- A. The CxA shall prepare a detailed commissioning plan for the construction, acceptance, and post-occupancy phases of this Project. This informational document will include, but not be limited to the following:
 - 1. Outline the commissioning responsibilities of the CxA, Design Team, and trade contractors or General Contractor.
 - 2. The plan will identify the systems and building envelope features to be commissioned.
 - 3. The plan will explain the method of verification and documentation to be used.
 - 4. The plan will contain a preliminary schedule for the commissioning of systems.
 - 5. The CxA will present the plan to the Owner, trade contractors or General Contractor.
- B. Appropriate modifications resulting from team input will be incorporated into the plan and resubmitted for approval as the final plan.
- C. The CxA shall coordinate the commissioning work with the General Contractor on an ongoing basis to ensure commissioning activities are incorporated into the master schedule.
- D. The CxA shall issue four (4) hard copies and four (4) electronic copies of the final commissioning plan within 14 days following written approval of the above parties.
- E. The CxA shall conduct post-occupancy reviews and meetings with the Owner at the following intervals: 2 weeks, three (3) months, and 10 months as well as at start up of the cooling and heating season.

II. Review Submittals:

- A. The CxA shall review mechanical and electrical submittals and shop drawings provided by the Contractors.
- B. This review will be done to determine adherence to the design intent and to familiarize the CxA with the specific equipment that the Contractor will be installing on the Project. This will allow the CxA to tailor its pre-functional test check-off sheets and functional test procedures to the specific equipment.
- C. Any discrepancies with the design documents shall be brought to the attention of the Design Team, and the Owner. The resolution of conflicts will be the responsibility of the Owner and Design Team, with input provided by the CxA.
- D. CxA will also review envelope submittals for roofing, waterproofing, and window/door/wall assemblies, including but not limited to: air barrier; diffusive vapor control; water management; and thermal barrier as necessary to ensure commissioned systems will perform properly.

III. Review of Controls Software:

- A. The CxA shall review the controls contractor's shop drawings, sequence of operations, and control logic. The review will familiarize the CxA with the control logic and specific types of instruments that the contractor will use to meet the design criteria.
- B. The CxA shall also review the lines of software code that the contractor is intending to use in the Direct Digital Control (DDC) system.
- C. The CxA shall also confirm the integration of the DDC system with other systems. (i.e., Fire alarm, security, etc.)

IV. Develop Contractor Commissioning Logbooks, Pre-functional Test Check-off Sheets and Verification of Completion Forms:

- A. After review of Contractor submittals and control software, the CxA shall develop pre-functional test check-off sheets and Verification of Completion forms for all equipment to be commissioned.
- B. These forms will be provided during a meeting conducted by the CxA to the Construction Manager in the form of commissioning logbooks for further distribution to the appropriate contractor(s). The forms will be utilized to document the completion of the installation. (The Construction Manager shall verify the accuracy and completeness of the subcontractors' documentation and notify the CxA when systems are prepared for testing, balancing, and functional testing).

V. On-site Construction Observation and Meeting Attendance:

- A. The CxA shall attend all commissioning meetings and periodic Owner, Design Team, or General Contractor meetings.
- B. The CxA shall provide a minimum of monthly on-site construction observation visits. As work moves closer to completion, visits may increase to weekly or daily as commissioning testing gets underway. The CxA shall verify access is provided to all equipment to enable service, repair, maintenance, or replacement.
- C. Site visits will acquaint the CxA with construction progress and increase familiarity with systems to be tested and commissioned. The CxA will immediately report any discrepancies between construction and design documents to the General Contractor.
- D. Site visits will be scheduled to provide adequate opportunity to observe heating, ventilation, and air conditioning (HVAC) pipe testing and flushing, duct pressure testing and cleaning, roofing uplift tests, blower door testing, and water penetration testing to ensure proper procedures are followed.
- E. On-site visits will enable the CxA to schedule the commissioning process more accurately to interface with the completion of construction.
- F. Each site visit shall be documented with a written report that will be distributed to the Owner, Design Team, and the General Contractor. The report will include a discrepancy/recommendation log, to be updated after each site visit.
- G. Attend Building Committee meetings as requested.

VI. Development of Functional Test Procedures:

- A. CxA shall develop functional test procedures for systems to be commissioned based on review of design criteria and construction documentation.
- B. Functional test procedures shall provide a detailed procedure of how the system shall be tested and a record sheet for recording test results.
- C. Test procedures shall be as specific and exact as possible to ensure the test can be easily repeated by more than one tester and the same results obtained.

- D. The CxA shall review test procedures with the Owner, Design Team, and General Contractor at a presentation meeting conducted by the CxA. If required, the test procedures will be modified and then approved by the aforementioned parties.
- E. The CxA shall issue the final functional test procedures to the Owner, Design Team, and the Construction Manager/General Contractor (one (1) hard copy and one (1) electronic copy each).
- F. Functional test procedures shall be provided for all systems including, but not limited to, the following. Failure to include an item in this list shall not alleviate the CxA's obligation to test all systems identified throughout project design.
- All air handling units and associated heating and cooling coils, economizers, thermostats, etc.
 - All humidifiers
 - All exhaust fans, all return fans
 - All motorized dampers including demand-controlled ventilators.
 - All variable air volume (VAV) terminal units and associated reheat coils.
 - All lab terminal units (supply and exhaust) and associated reheat coils.
 - Chillers and all associated chilled water and condenser water pumps, etc.
 - Boiler, boiler combustion air fan, all associated pumps, tanks, condensate pumps, etc.
 - All heat exchangers and associated pressure relief valves (PRVs)
 - All energy recovery ventilation systems including enthalpy difference requirements between outdoor air and return air.
 - Cooling towers, Chilled water system, Refrigeration Systems
 - Domestic water heating system
 - Computer room air conditioning units and associated split system condensers.
 - All unit heaters, cabinet heaters, etc.
 - Building automation system, including CO2 sensors, and component failure alarms
 - Direct Digital Controls and system interlocks, including occupancy sensors.
 - Lighting and Day Lighting control system
 - Fire protection systems and equipment; fire alarm system interfaces with HVAC systems
 - Renewable Energy Systems (if required)
 - Security Systems
 - Telecommunications Systems
 - Observation of the Infrared testing for electrical gear and panel boards
 - Envelope systems: Roof, Window, Door, Wall
 - Moisture mitigation at building seams, slab on grade, etc.

CxA is to determine if construction documents require others to perform infrared scan of building walls and roofs and provide a summary report of results to the Owner, Contractor, and the Design Team, during a presentation meeting conducted by the CxA, with areas of concern identified for further investigation.

VII. Develop Commissioning Schedule:

- A. The CxA shall develop a commissioning schedule for all required project systems.
- B. The schedule will be coordinated with the construction completion schedule and will identify contractor and manufacturer start-up tests for major equipment.
- C. CxA will present the schedule to the Owner, Design Team, and General Contractor for review and approval.
- D. The CxA shall maintain and update the schedule as needed and coordinate with balancing.

VIII. Preparation and Testing, Adjusting, and Balancing (TAB) of HVAC/R Systems:

- A. CxA will hire and subcontract with the Testing, Adjusting and Balancing Company to perform all TAB requirements in coordination with Construction Manager and HVAC contractor.
- B. CxA shall determine when balancing may be conducted.
- C. CxA shall review the completed balance report and independently spot check balancing readings to verify compliance with the submitted report. The CxA shall confirm the required rate of outdoor air flow is being delivered to the breathing zone within each space.
- D. CxA will bring any discrepancies to the attention of the Owner, Design Team, and General Contractor for review. The CxA shall facilitate discussions with the project team to resolve any discrepancies identified during its review.
- E. A copy of the final balancing report will be included in the final commissioning report.
- F. Any smoke control testing by other agencies having authority will be witnessed and documented by the CxA.
- G. Coordinate and witness start-up of hydronic systems to verify cleaning, flushing and chemical treatment have been completed prior to the start of water balancing.

IX. Perform Functional Test Procedures and Document Results:

- A. The CxA shall commission those systems as outlined in the commissioning plan through the performance of the functional test procedures.
- B. Testing will be scheduled based on the commissioning schedule, the completion of the work, and the system testing and balancing. The CxA will review the test results/reports, including, but not limited to, the efficiency test reports for heating, hot water systems, and cooling systems.
- C. During the testing, a weekly report of progress and results will be provided to the Owner, Design Team, and General Contractor. Additionally, a running discrepancy/recommendation log will be provided and updated weekly. The CxA shall retest after corrections have been made and track all corrections.
- D. If systems do not comply with testing standards, the CxA shall provide recommended solutions for review by the Owner, Design Team, and General Contractor. The CxA shall facilitate discussions with the group to arrive at a solution.
- E. All test results will be documented and included in the final commissioning report.
- F. Seasonal peak testing will be performed in the appropriate peak season.

X. Review Operation and Maintenance (O&M) Manuals, Warranties, As-built Documentation:

- A. CxA shall review O&M manuals for, but not limited to, completeness, accuracy, and compliance with the construction contract. The CxA shall provide comments and feedback to the Construction Manager within 15 days following receipt of the O & M manuals.
- B. The CxA shall verify completeness from an operational standpoint and include commissioning information.
- C. CxA shall confirm construction documents are updated regularly by the Construction Manager. Deficiencies are to be reported to the General Contractor and tracked until remedied.
- D. The CxA shall review all HVAC system and electrical equipment warranties to verify client agency's responsibilities are clearly identified.

XI. Provide Operations Staff Systems Training:

- A. The CxA shall coordinate training of the facility's maintenance personnel to include: System configuration, control sequences, special systems, safety, and alarms/trouble codes.

- B. The CxA will attend videoed training performed by the CM and will be conducted after the O&M manuals have been distributed to the facility's maintenance personnel.
- C. The CxA shall attend, facilitate, and ensure all training specified in the project construction documents is properly carried out by the Contractor(s).

XII. Final Commissioning Report:

- A. The CxA shall provide and present a final commissioning report to include the following:
 - 1. Summary of commissioning process.
 - 2. A final evaluation of system compliance with the design intent, including any discrepancies and recommendations for modifications.
 - 3. All functional test procedures and their final record sheets.
 - 4. Final discrepancy/recommendation log listing final status of each item.
 - 5. Final Testing, Adjusting, and Balancing report.
- B. The CxA shall submit five (5) copies of the final commissioning report within 60 days after completion of the services itemized in subsections I through XIV above. The final report shall include all information required by the State's HPB Standards 16a - 38k.
- C. CxA will distribute one hard copy and one electronic format copy each to the Owner, Design Team and, General Contractor.

XIII. Warranty Period Review:

- A. During the warranty period the CxA shall retest any systems that had testing deferred during the initial functional testing and shall conduct seasonal testing that had been deferred due to the lack of peak season conditions. This testing will ensure all system sequences of operations have been verified.
- B. The CxA shall perform a site visit at the 10-month interval of the project warranty to investigate any post-occupancy issues, determine if systems are performing properly, and identify issues requiring correction.
- C. The CxA shall submit and present the warranty period review report to the Owner, and General Contractor, outlining the findings of the 10-month warranty reviews and recommendations for corrective action(s). The report shall include all information required by the State's High Performance Building standards 16a – 38k.

XIV. Eversource Energize CT Verification Team Requirements:

50% or 90% Construction Document Control Sequence Review

- The Verification Team, MEP firm and commissioning agent shall facilitate an integrated review of the project's control sequences.
- The Verification Team, MEP firm and commissioning agent shall review and comment on these sequences to ensure they are optimized and clearly written. Where possible, the General Contractor/controls subcontractor shall be involved in this process.

Verification Period

The Verification Period is the 12-month period during which the Verification Team completes the scope of work below. The Verification Period begins when the building becomes occupied after any issues from the commissioning agent's initial functional testing are substantially resolved.

Attachments

Attachment A – Fee Schedule

Attachment B – AIA C203-2017, as modified.

Attachment C – ARPA Certifications

End of Section

**Attachment A: Fee Schedule
1928 Building Committee**

Name of Bidder: _____

Date: _____

Commissioning Task	Fee
Commissioning Plan	\$ _____
Mechanical and Electrical Submittal Review	\$ _____
Controls Software Review	\$ _____
Pre-functional Test Sheets, Development and Commissioning Logbooks	\$ _____
On-site Construction Observation/Meetings	\$ _____
Develop Functional Test Procedures	\$ _____
Develop Commissioning Schedule	\$ _____
Preparation for Testing, Adjusting, and Balancing Work	\$ _____
Perform Functional Test Procedures and Document Results	\$ _____
Review Contractor's Operation and Maintenance Manuals (O&M), Warranties, As-built Documentation	\$ _____
Provide Operation Staff Systems Training	\$ _____
Final Commissioning Report	\$ _____

Warranty Period Review \$ _____

Subcontracted Balancing (TAB) Costs \$ _____

TOTAL FEE: \$ _____

Note: Reimbursable expenses will not be paid in addition to the total fee.

AIA® Document C203™ – 2017

Standard Form of Consultant's Services: Commissioning

for the following **PROJECT**:
(Name and location or address)

1928 Building Renovation Project
1 Monteith Drive
Farmington, CT 06032

THE OWNER:
(Name, legal status and address)

Town of Farmington, Connecticut
1 Monteith Drive
Farmington, CT 06032

THE CONSULTANT:
(Name, legal status and address)

THE AGREEMENT

This Standard Form of Consultant's Services is part of the accompanying C103™-2015, Standard Form of Agreement between Owner and Consultant without a Predefined Scope of Consultant's Services. Agreement is the agreement by and between Owner and Consultant for the Commissioning Services as set forth herein and is dated the day of in the year 2024.
(In words, indicate day, month and year of the accompanying C103-2015.)

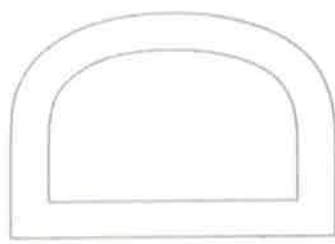
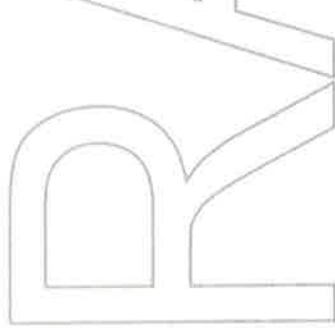
TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 COMMISSIONING SERVICES
- 3 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 INDEMNIFICATION AND INSURANCE
- 6 COPYRIGHTS AND LICENSES
- 7 CLAIMS AND DISPUTES
- 8 TERMINATION AND SUSPENSION
- 9 COMPENSATION
- 10 MISCELLANEOUS PROVISIONS



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

This document provides the Consultant's scope of services only and should be attached as an exhibit to AIA Document C103™-2015, Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services.



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11 **SCOPE OF THE AGREEMENT**
12 **OTHER PROVISIONS, ARPA REQUIREMENTS**

ARTICLE 1 INITIAL INFORMATION

§ 1.1 The Consultant's services are based on the Initial Information set forth in this Article 1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

Renovations will be made to the 1928 section of the current Farmington High School building for use as municipal offices. The estimated construction cost is \$14,426,053. The objective of commissioning is to provide documented confirmation that a facility fulfills the functional and performance requirements of the building owner and operators, and as required by the State of Connecticut General Statutes: Section 16a – 38k. The commissioning process will establish and document the owner's criteria for system function, performance, and maintainability; and to verify document compliance with these criteria throughout construction, start-up, and the initial period of operation. The Project shall be designed to the Connecticut High Performance Building Standards and the Connecticut Building Standard Guidelines Compliance Manual for High Performance Buildings. It is not the goal of this project to achieve LEED certification.

§ 1.1.1 Systems and assemblies to be commissioned:
(Identify systems and assemblies to be commissioned, such as heating, cooling, refrigeration and ventilation systems and controls; lighting and day lighting controls; domestic hot water systems; renewable energy systems; or building enclosure assemblies.)

See Owner's Request for Proposals for Commissioning Services for the 1928 Building Renovation Project, attached hereto as Exhibit A

§ 1.1.2 The Owner's commissioning goals or objectives:
(Identify the Owner's commissioning goals or objectives for the Project such as sustainability objectives or performance goals.)

See Owner's Request for Proposals for Commissioning Services for the 1928 Building Renovation Project, attached hereto as Exhibit A

§ 1.1.3 The Consultant shall retain the following sub-consultants:
(List name, discipline, address, and other information.)
To be determined.

§ 1.1.4 The Owner's contractors and consultants that affect the Consultant's services:
(List name, discipline, address, and other ~~information~~ information.)

Architectural Firm: Silver Petrucelli & Associates, Inc.

§ 1.1.5 Other Initial Information on which the Consultant's services are based:
(List below other information that will affect the Consultant's performance of its services, such as details of the Project's program, Owner's budget for the Project, or anticipated procurement method.)

See Owner's Request for Proposals for Commissioning Services for the 1928 Building Renovation Project, attached hereto as Exhibit A

§ 1.1.6 The Owner and Consultant 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 Consultant shall appropriately adjust the Consultant's services, and the Consultant's compensation and schedule for the Consultant's services.

ARTICLE 2 COMMISSIONING SERVICES

§ 2.1 The Consultant shall not be a member, employee, or subcontractor of any entity performing design services or construction work on the Project unless the Owner gives the Consultant informed written consent.

§ 2.1.1 The Consultant shall perform the services set forth in this Article 2, Article 3.2 and Exhibit A. In the event of conflict between Article 2, Article 3.2, and Exhibit A the more expensive, more comprehensive, and more complete service shall be provided as determined by the Owner in its sole discretion.

§ 2.2 The Consultant shall manage the Commissioning Services, research applicable design criteria, attend Project meetings, ~~meetings as required~~, communicate with members of the Project team, and report progress to the Owner.

§ 2.3 COMMISSIONING PLANNING SERVICES

§ 2.3.1 Initial Coordination Meeting

The Consultant shall facilitate an initial coordination meeting with the Owner and other participants in the Commissioning Process to discuss the Commissioning Services it will provide relative to the Project and other Project participants.

§ 2.3.2 Schedule of Commissioning Services

The Consultant shall prepare, and periodically (minimum monthly) update, a Schedule of Commissioning Services that shall identify commissioning related activities, including services furnished by the Consultant and completion and submission dates for documents provided by the Consultant. The Consultant shall coordinate the Schedule of Commissioning Services with the design and construction schedules.

§ 2.3.3 Owner's Project Requirements

§ 2.3.3.1 In conjunction with the information provided in Section 1.1.1 and 1.1.2, the Consultant shall assist the Owner and the Owner's consultants in developing the Owner's Project Requirements, or shall review the Owner's Project Requirements if provided by the Owner. At a minimum, the Owner's Project Requirements shall identify systems and assemblies to be commissioned and define the Owner's goals for each, including functional expectations, performance criteria to be met by the design, sustainable objectives to be achieved, cost considerations, and maintenance expectations. Where practical, the Owner's Project Requirements shall include measurable indicators or standards that can be used to verify that the Owner's goals have been met. The Consultant shall assist the Owner to periodically update the Owner's Project Requirements.

§ 2.3.3.2 The Owner and Consultant acknowledge that achievement of the Owner's Project Requirements depends on factors beyond the Consultant's control. Accordingly, the Consultant does not warrant or guarantee that the Project will achieve the Owner's Project Requirements

§ 2.3.4 Basis of Design Review

The Basis of Design is a document, prepared by the Owner and the Owner's consultants, that records the concepts, calculations, decisions, and product selections used to (a) meet the Owner's Project Requirements, and (b) satisfy applicable laws, codes, and regulations. Upon receipt from the Owner, the Consultant shall review the Basis of Design, and updates thereto, for conformance with the Owner's Project Requirements and provide the Owner with written comments regarding deficiencies identified.

§ 2.3.5 Commissioning Plan

The Consultant shall provide the Owner with a written Commissioning Plan that is based on the Owner's Project Requirements and the Basis of Design. The Commissioning Plan shall describe commissioning activities for the Project, Project, explain the method of verification, and identify documentation requirements of the commissioning process. The Consultant shall update and present the Commissioning Plan periodically as appropriate to the level of completeness of the design and the progress of construction. The Commissioning Plan shall include:

- .1 identification of the Owner's Project Requirements and the portions of the Basis of Design used as the basis of the Commissioning Plan;
- .2 a list of participants in the commissioning process, their roles and responsibilities, and protocols for participant communication and information distribution;
- .3 a list of systems and assemblies to be commissioned and performance expectations for each;
- .4 a description of commissioning activities and responsibility for each;
- .5 a summary of commissioning related documentation required by governmental authorities or entities certifying the Project.
- .6 the Schedule of Commissioning Services;
- .7 protocols for commissioning design reviews;
- .8 protocols for commissioning submittal reviews;
- .9 protocols to document changes to the Owner's Project Requirements and Basis of Design,

- .10 protocols and templates for commissioning related documentation, including the Issues Log, Construction Checklists, Functional Performance Test procedures and reports, the Systems Manual, and the operator training plan;
- .11 identification of, and protocols for, documents to be provided by the Owner's contractors, such as start-up reports, systems readiness test reports, test and balance plans and reports, and quality control test documents; and
- .12 protocols for the Consultant to report observed deficiencies that pertain to the systems and assemblies to be commissioned.

§ 2.4 DESIGN PHASE SERVICES

§ 2.4.1 Design Phase Coordination Meeting

The Consultant shall conduct and document a design phase coordination meeting with the Owner and other participants in the commissioning process to discuss and review the Owner's Project Requirements and the Commissioning Plan. Subject to Section 3.2.1.2, the Consultant shall conduct and document additional design phase coordination meetings as necessary.

§ 2.4.2 Commissioning Design Reviews

The Consultant shall periodically review the designs prepared by the Owner's consultants and contractors for the systems and assemblies to be commissioned. The Consultant's review shall be for the limited purpose of checking for conformance with information given and concepts expressed in the Owner's Project Requirements and the Basis of Design. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the designs prepared by the Owner's consultants and contractors. The Consultant's commissioning design reviews shall be made with reasonable promptness and in accordance with the Commissioning Plan and Schedule of Commissioning Services. Upon completion of each review, the Consultant shall issue written comments and recommendations in accordance with the Commissioning Plan. At each subsequent review and after the final review, the Consultant shall document the resolution of comments from the previous reviews.

§ 2.4.3 Commissioning Specifications

The Consultant shall prepare Commissioning Specifications that define the general commissioning requirements of the Project and commissioning requirements for each system and assembly to be commissioned. The Commissioning Specifications shall include requirements for Construction Checklist development and execution, startup procedures, Functional Performance Tests and acceptance criteria, and operator training. If necessary, the Consultant shall coordinate with the Owner's other consultants to integrate commissioning related requirements into specifications provided by others.

§ 2.5 CONSTRUCTION PHASE

§ 2.5.1 Construction Phase Coordination Meeting

Prior to commencement of construction activities on systems and assemblies to be commissioned, the Consultant shall conduct and document a construction phase coordination meeting with the Owner and other participants in the commissioning process to discuss and review the Commissioning Plan and Commissioning Specifications. Subject to Section 3.2.1.3, the Consultant shall conduct and document additional commissioning phase coordination meetings as necessary during construction.

§ 2.5.2 Submittal Review

The Consultant shall review and provide written comments upon contractors' submittals that pertain to the systems and assemblies to be commissioned, but only for the limited purpose of checking for conformance with the requirements of the Commissioning Plan and Commissioning Specifications. The Consultant's action in reviewing submittals shall be taken in accordance with the approved submittal schedule, or in the absence of an approved schedule, with reasonable promptness while allowing sufficient time to permit adequate review. The Consultant's submittal review is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of systems or assemblies, which are the contractors' responsibilities. The Consultant's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences, or procedures.

§ 2.5.3 Construction Documentation Review

During construction, the Consultant shall review documentation related to the systems and assemblies to be commissioned such as meeting minutes, field reports, minor changes in the Work, Construction Change Directives, and Change Orders. In accordance with the Commissioning Plan, the Consultant shall report issues it identifies during

its reviews that may prevent the systems and assemblies from performing in accordance with the Commissioning Plan and Commissioning Specifications.

§ 2.5.4 Issues Log

The Consultant shall consult with the Owner and other participants in the commissioning process regarding commissioning related issues that arise during the Construction Phase. The Consultant shall maintain and update an Issues Log regarding such issues and their resolution in accordance with the protocols established in the Commissioning Plan.

§ 2.5.5 Construction Checklists

The Consultant shall provide Construction Checklists for systems and assemblies to be commissioned that the Owner's contractors can use to verify that materials and components are on site, ready for installation, correctly installed, and in compliance with the Commissioning Plan and Commissioning Specifications. The Consultant shall distribute the Construction Checklists in accordance with the Commissioning Plan.

§ 2.5.6 Site Visits

Unless otherwise stated in the Commissioning Plan, the Consultant shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the assembly, installation, and startup of systems and assemblies to be commissioned; however, the Consultant shall not have control over, charge of, or responsibility for the assembly, installation, and startup of such systems and assemblies. In accordance with the Commissioning Plan, the Consultant shall promptly report (1) known deviations from the Commissioning Specifications and Commissioning Plan and (2) defects and deficiencies observed by the Consultant.

§ 2.5.7 Functional Performance Tests

§ 2.5.7.1 Functional Performance Tests evaluate the function and operation of systems and assemblies to be commissioned by observation or monitoring. Prior to the commencement of Functional Performance Tests, the Consultant shall review start-up reports, systems readiness test reports, test and balance plans and reports, and quality control test documents, for systems and assemblies to be commissioned, and report any observed deficiencies in accordance with the Commissioning Plan.

§ 2.5.7.2 The Consultant shall coordinate, observe, and document Functional Performance Tests for systems and assemblies to be commissioned, in accordance with the procedures set forth in the Commissioning Plan and Commissioning Specifications.

§ 2.5.7.3 The Consultant shall prepare written reports that summarize each Functional Performance Test. The Consultant shall document deficiencies identified during Functional Performance Tests in the Issues Log. Each deficiency shall be resolved by the appropriate party and, thereafter the Consultant shall direct, observe, and document re-testing to confirm that the deficiency has been corrected. The Consultant shall distribute the Functional Performance Test reports in accordance with the Commissioning Plan.

§ 2.6 DOCUMENTATION AND TRAINING PHASE SERVICES

§ 2.6.1 Documentation Review

The Consultant shall review operations and maintenance manuals, the Systems Manual, record documents, and warranties, for commissioned systems and assemblies, for conformance with the Commissioning Specifications. The Consultant shall report observed deficiencies in accordance with the Commissioning Plan.

§ 2.6.2 Systems Manual

Prior to the start of operator training and in accordance with the Commissioning Plan, the Consultant shall provide the Owner with a Systems Manual that describes how to operate and maintain the commissioned systems and assemblies. The Systems Manual shall consist of documents provided by the Owner's contractors and consultants, including operations and maintenance manuals, submittals, record drawings, specifications, certifications, and training documents.

§ 2.6.3 Operator Training

§ 2.6.3.1 The Consultant shall review contractor -provided information regarding operator training, and the schedule of training activities, for conformance with specification requirements for systems and assemblies to be commissioned. The Consultant shall report observed deficiencies in accordance with the Commissioning Plan.

§ 2.6.3.2 The Consultant shall maintain an operator training log for inclusion in the Commissioning Report. The operator training log will include the attendees' names, training dates, system or equipment on which training was performed, and the name, title, and contact information of the trainer.

§ 2.6.4 Commissioning Report

The Consultant shall prepare a Commissioning Report that summarizes the operation of the commissioned systems and assemblies and the Commissioning Services performed. The Commissioning Report shall include an executive summary, the Owner's Project Requirements, Basis of Design, the final Commissioning Plan, Commissioning Specifications, design review comments and resolutions, system readiness test reports, completed Construction Checklists, template Functional Performance Test procedure forms, completed Functional Performance Test reports, the Issues Log, the operator training plan and log, a description of required deferred Functional Performance Tests, and recommendations for ongoing commissioning. The Consultant shall distribute the Commissioning Report in accordance with the Commissioning Plan.

§ 2.6.5 Post Occupancy Review

The Consultant shall meet with the Owner prior to the expiration of the Owner's contractors' periods for correction of Work to review the operations and performance of the commissioned systems and assemblies, and to make recommendations to the Owner.

ARTICLE 3 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 3.1 Supplemental Services

§ 3.1.1 The Consultant shall provide the listed Supplemental Services only if specifically designated in the table below as the Consultant's responsibility. Unless otherwise specifically addressed in the Agreement, if neither the Owner nor the Consultant is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Consultant's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Consultant or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 3.1.2 below or attach the description of services as an exhibit to the Agreement.)

Supplemental Services	Responsibility <i>(Consultant, Owner or Not Provided)</i>
§ 3.1.1.1 Existing Facilities Surveys	Not Provided
§ 3.1.1.2 Sustainable Design/Lifecycle Studies	Not Provided
§ 3.1.1.3 Documentation required for Sustainability Certification	Consultant
§ 3.1.1.4 On-Site Project Representation	Consultant to the extent defined in Article 2 and Exhibit A
§ 3.1.1.5 Additional Post-Occupancy Evaluations	Not Provided
§ 3.1.1.6 Lessons Learned Workshop	Not Provided
§ 3.1.1.7 Building Occupant Training	Consultant to the extent defined in Article 2 and Exhibit A
§ 3.1.1.8 Seasonal and Deferred Functional Testing	Consultant to the extent defined in Article 2 and Exhibit A
§ 3.1.1.9 Ongoing Commissioning	Not Provided
§ 3.1.1.10 Fabricator or Manufacturer Facility Visit	Not Provided
§ 3.1.1.11 Other Supplemental Services	Not Provided

§ 3.1.2 Description of Supplemental Services

§ 3.1.2.1 A description of each Supplemental Service identified in Section 3.1.1 as the Consultant's responsibility is provided below.

(Describe in detail the Consultant's Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the exhibit.)

None anticipated.

§ 3.1.2.2 A description of each Supplemental Service identified in Section 3.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 3.2 Consultant's Additional Services

§ 3.2 Consultant's Other Basic Services

§ 3.2.1 The Consultant shall provide Commissioning Services ~~exceeding the limits set forth below as Additional Services. When the limits below are reached, the Consultant shall notify the Owner in writing set forth in items .1-.11 below without limit and at no additional cost to the Owner.~~

- .1 (included) commissioning planning meetings
- .2 (included) Design Phase meetings
- .3 (included) Construction Phase meetings
- .4 (included) Documentation and Training Phase meetings
- .5 (included) commissioning related design reviews
- .6 (included) reviews of each contractor submittal
- .7 (included) operator training sessions
- .8 (included) reviews of readiness test reports submitted by contractors
- .9 (included) site visits during construction
- .10 (included) inspections for any system or assembly to be commissioned to determine whether such portion of the Work is ready for Functional Performance Tests
- .11 (included) Functional Performance Tests of each system and assemblies to be commissioned

§ 3.2.2 ~~If the services covered by the Agreement have not been completed within () months of the date of the Agreement through no fault of the Consultant, extension of the Consultant's services beyond that time shall be compensated as Additional Services.~~ Intentionally Omitted.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall identify the systems and assemblies to be commissioned and, with the Consultant's assistance, provide written Owner's Project Requirements as described in Section 2.3.3.

§ 4.2 The Owner shall provide the Consultant information necessary to perform the Commissioning Services, which may include: the Basis of Design; design drawings; construction documents; record drawings; submittals; operation and maintenance manuals; master plans; operation costs; operation budgets; and pertinent records relative to historical building data, building equipment, furnishings, and repairs.

§ 4.3 The Owner shall provide access to the property, buildings, and personnel necessary for the Consultant to provide the Commissioning Services.

ARTICLE 5 INDEMNIFICATION AND INSURANCE

§ 5.1 Insurance. The Consultant shall maintain the following insurance for the duration of this Agreement.

§ 5.1.1 Commercial General Liability with policy limits of not less than two million (\$ 2,000,000) for each occurrence and two million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 5.1.2 Automobile Liability covering vehicles owned by the Consultant and non-owned vehicles used by the Consultant with policy limits of not less than one million (\$ 1,000,000) per claim and one million (\$ 1,000,000) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 5.1.3 Workers' Compensation at statutory limits and Employers' Liability with policy limits not less than five hundred thousand dollars (\$ 500,000) each accident, five hundred thousand dollars (\$ 500,000) each employee, and five hundred thousand dollars (\$ 500,000) policy limit.

§ 5.1.4 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than **three million (\$ 3,000,000)** per claim and **three million (\$ 3,000,000)** in the aggregate.

§ 5.1.5 The Owner, Farmington Public Schools, the Farmington Board of Education, the 1928 Building Building Committee and their respective employees, agents, volunteers, boards and commissions shall be additional insureds ("Additional Insureds") on the Consultant's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Additional Insureds' insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 5.1.6 The Consultant shall provide to the Owner certificates of insurance and policy endorsements acceptable to the Owner evidencing compliance with the requirements in this Section. The certificates and endorsements will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies on a primary and non-contributory basis. The Consultant shall provide or cause its insurers to provide at least 30 calendar days direct notice of cancellation to the Owner.

§ 5.1.7 If coverage is written on a claims-made basis, an extended reporting period equivalent to the applicable statute of limitations after the Consultant completes all services under this Agreement.

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

§ 5.2 Indemnification To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Owner, Farmington Public Schools, the Farmington Board of Education, the 1928 Building Building Committee and their respective employees, agents, volunteers, boards and commissions from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Consultant's services under this Agreement, but only to the extent caused by the negligent acts or omissions of the Consultant and anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section.

§ 5.2.1 In claims against any person or entity indemnified under this Section 5.2 by an employee of the Consultant or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 5.2 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 5.2.2 The indemnification provisions herein shall survive termination and/or full or partial performance of this Agreement.

ARTICLE 6 COPYRIGHTS AND LICENSES

§ 6.1 The comprehensive written commentary and/or reports, and other documents or work product, including those in electronic form, prepared by the Consultant, shall be deemed a work for hire and shall be the sole property of the Owner regardless of whether the Owner terminates this Agreement. The provisions of this Article 6 shall survive the termination of this Agreement.

ARTICLE 7 CLAIMS AND DISPUTES

§ 7.1 General

§ 7.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date the Project is sufficiently complete so that the Owner can utilize it for its intended use. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

§ 7.1.2 To the extent damages are covered by property insurance, the Owner and Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Consultant, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 7.1.3 The Consultant waives consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

§ 7.2 Mediation

§ 7.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 7.2.2 The Owner and Consultant shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 7.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Consultant do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 6.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

ARTICLE 8 TERMINATION OR SUSPENSION

§ 8.1 If the Owner fails to make payments to the Consultant when due in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any reasonable expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules may be equitably adjusted.

§ 8.2 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.

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

§ 8.4 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services properly performed prior to termination. The Consultant waives any other compensation or damages of any kind or nature.

ARTICLE 9 COMPENSATION

§ 9.1 The Owner shall compensate the Consultant for services described in this Agreement as follows:
(Insert amount of, or basis for, compensation)

§ 9.2 The Owner shall compensate the Consultant for Additional Services that may arise during the course of the Project as follows:
(Insert amount of, or basis for, compensation.)

A mutually agreeable lump sum amount or time and material based upon labor rates set forth in Exhibit B at the Owner's election.

§ 8.3 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable within thirty (30) days after the presentation of the Consultant's invoice. In the event the Owner disagrees with the amount invoiced, the Owner shall provide the reasons therefore in writing to Consultant within seven (7) days. In all events, the Owner shall pay all undisputed amounts in accordance with the terms of this Agreement. Undisputed amounts unpaid thirty (30) 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 Consultant.
(Insert rate of monthly or annual interest agreed upon.)

One percent over the Prime Rate as published in the Wall Street Journal at the time percent (%)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Connecticut.

§ 10.2 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. The Consultant shall not assign this Agreement without the written consent of the Owner.

§ 10.3 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 Consultant.

§ 10.4 Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." If the Owner or Consultant transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 10.5.

§ 10.5 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential 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 Confidential Information as set forth in this Agreement.

§ 10.6 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances.

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

ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. In the event of a conflict between the terms and conditions of this Agreement and any attached exhibit, the greater quantity, higher quality, more inclusive, more expensive service shall take precedence as determined by the Owner.

§ 11.2 This Agreement is comprised of the following documents listed below:

- 1 AIA Document C203™-2017
- 2 Other documents:
(List other documents hereby incorporated into the Agreement.)

Exhibit A - Owner's Request for Proposal dated
Exhibit B - Personnel Rates.

ARTICLE 12 OTHER PROVISIONS, ARPA REQUIREMENTS

§ 12.1 Equal Opportunity in Employment.

The Owner will not make employment decisions (including decisions related to hiring, assignment, compensation, promotion, demotion, disciplinary action and termination) on the basis of race, color, religion, age, sex, marital status, sexual orientation, national origin, ancestry, disability, pregnancy, genetic information, or gender identity or expression, except in the case of a bona fide occupational qualification. Questions concerning Title VI or Title IX compliance should be directed to: Kathryn Krajewski, 1 Monteith Drive, Farmington, CT 06032 860-675-2350. Questions concerning Section 504 compliance should be directed to: Nancy Parent, 1 Monteith Drive, Farmington, CT 06032, 860-675-2390.

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

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

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

§ 12.2 Equal Opportunity (ARPA)

During the performance of this Contract, the Consultant agrees as follows: (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The Consultant will, in all solicitations or advertisements for employees placed by

or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information. (4) To the extent applicable, the Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared indigible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each consultant, subcontractor, or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of the Consultant, contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with an Consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon the Consultant, contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

§ 12.3 Contract Work Hours and Safety Standards Act for Awards Involving Construction (ARPA)

For any federally assisted contract, in excess of one hundred thousand dollars (\$100,000), that involves the employment of mechanics or laborers, the contractor, subcontractor, or subrecipient shall comply with all of the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by

Department of Labor Regulations (29 CFR Part 5). Under Section 3702 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

§ 12.4 Rights to Inventions Made Under a Contract or Agreement (ARPA)

For any federally assisted contract awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the Engineer, subcontractor, and subrecipient agree to all of the terms in 37 CFR 401.14(a) and (b) regarding Patent Rights and The Allocation of Principal Rights.

§ 12.5 Clean Air Act and the Federal Water Pollution Control Act (ARPA)

For any federally assisted contract, or subgrant, in excess of one hundred and fifty thousand dollars (\$150,000), the Consultant, the contractor, subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387). The Consultant agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

§ 12.6 Debarment and Suspension (ARPA)

This Contract is a covered transaction for purposes of 2 C.F.R. Part 180, and 2 C.F.R. Part 3000. As such, the Engineer is required to verify that none of the Consultant's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Consultant must comply with 2 C.F.R. Part 180, subpart C, and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Owner. If it is later determined that the Consultant did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Consultant agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

§ 12.7 Lobbying (ARPA)

For contracts in excess of \$100,000, the Consultant shall file the certification required by 49 C.F.R. Part 20, "New Restrictions of Lobbying", as provided by the Owner. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Consultant who in turn will forward the certification(s) to the Owner.

§ 12.8 Procurement of Recovered Materials (ARPA)

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this Contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items until the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

The Consultant agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency, "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247. Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

To the extent applicable, the Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

§ 12.9 Domestic Preferences for Procurements (ARPA)

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§ 12.10 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (ARPA)

For any federally assisted contract, the Consultant must certify to the Owner that the Contract (or any extension or renewal) does not contain covered telecommunications equipment. The Owner is prohibited to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

§ 12.11 Increasing Seat Belt Use in the United States (ARPA)

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Consultant is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

§ 12.12 Reducing Text Messaging While Driving (ARPA)

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Consultant is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

§ 12.13 Publications (ARPA)

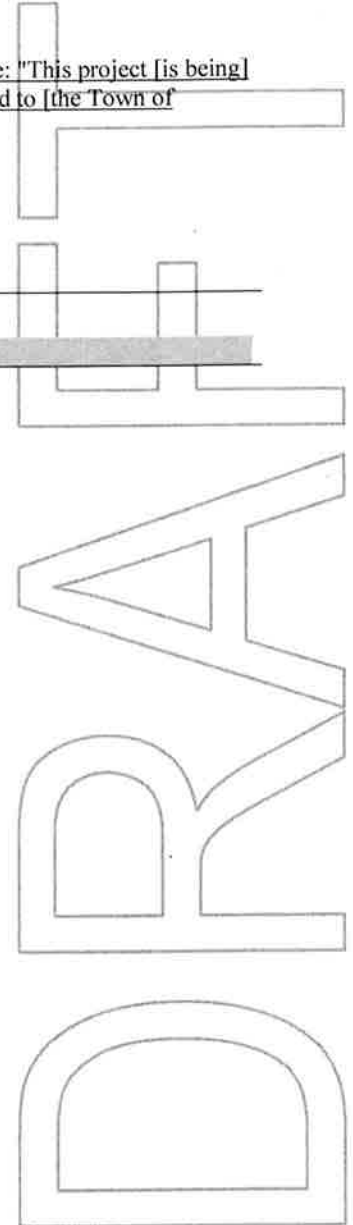
Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [the Town of Farmington, CT] by the U.S. Department of the Treasury."

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

OWNER (Signature)

Town of Farmington, Connecticut

CONSULTANT (Signature)



CERTIFICATE OF DEBARMENT / SUSPENSION

The *Consultant*, _____,

(Print business name of Consultant above)

certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Consultant is unable to certify to any of the statements in this certification, such Consultant must attach an explanation to this submittal.

The *Consultant*, _____,

(Print business name of Consultant above)

certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification.

Signature of Authorized Official

Print Name of Authorized Official

Print Title of Authorized Official

Date

THIS FORM MUST BE COMPLETED BY THE PRIME CONSULTANT AND ANY SUB-TIER CONSULTANT THAT WILL BE AFFILIATED WITH THE WORK LISTED ON THE ATTACHED DOCUMENTS.

CERTIFICATION REGARDING LOBBYING BY CONSULTANT

Pursuant to 40 CFR Part 20 (which is by this reference incorporated herein), the undersigned **Consultant** certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL *Disclosure Form to Report Lobbying*, in accordance with its instructions.
- C. The undersigned must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subConsultants must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification must be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The **Consultant**, _____,

(Print business name of Consultant above)

certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Authorized Official

Print Name of Authorized Official

Print Title of Authorized Official

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFICATION REGARDING PROCUREMENT OF RECOVERED MATERIALS

Pursuant to the procurement requirements of Section 6002 of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 the *Consultant*, _____
(Print business name of Consultant above)

shall make maximum use of products containing recovered materials that are EPA-designated items until the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

The undersigned Consultant agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency, “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. Part 247. The undersigned Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Signature of Authorized Official

Print Name of Authorized Official

Print Title of Authorized Official

Date

**CERTIFICATION REGARDING PROHIBITION ON
CERTAIN TELECOMMUNICATIONS AND
VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Pursuant to Public Law 115-232, section 889, the undersigned Consultant,

(Print business name of Consultant above)

certifies, by submission of this document that the contract (or any extension or renewal) does not contain covered telecommunications equipment. The Owner is prohibited to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Signature of Authorized Official

Print Name of Authorized Official

Print Title of Authorized Official

Date

**CERTIFICATION REGARDING DOMESTIC PURCHASE
OF GOODS PRODUCTS OR MATERIALS**

To the greatest extent practicable under this Federal award the *Consultant*,

(Print business name of Consultant above)

agrees to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section will be included in all sub-awards including all contracts and purchase orders for work or products under this award. For purposes of this certification:

A. “*Produced in the United States*” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

B. “*Manufactured products*” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

The undersigned Consultant agrees to comply with this requirement and must include the requirements in all subawards including all contracts and purchase orders for work or products under this award.

Signature of Authorized Official

Print Name of Authorized Official

Print Title of Authorized Official

Date

MOTION:

Agenda Item G-4

To approve the draft RFP Rating Form for Commissioning Services as presented.

NOTE:

The RFP Rating Form for Commissioning Services was reviewed and approved by the Professional Partnership Subcommittee at their November 28, 2023, meeting.

/Attachment

INCORPORATED 1645



**Rating Form
Commissioning Services RFP**

Name of Firm: _____

Criteria	Maximum Points	Firm Score
Demonstrates experience with commissioning services for projects of similar size and scope.	<u>10</u>	_____
Demonstrates a clear understanding of this project and the firm's commitment to exceeding expectations.	<u>10</u>	_____
Provides proof of certification through CCP (Building Commissioning Association), ASHRAE CPMP/BCxP, or ACG.	<u>10</u>	_____
Demonstrates each project team member's experience.	<u>10</u>	_____
Attachment A, Fee Proposal is completed in its entirety.	<u>10</u>	_____
Firm adheres to the submission format outlined in Section IV of the RFQ/P.	<u>10</u>	_____
Total	60	_____

Prepared By: _____
Printed Name of Committee Member

Signature of Committee Member: _____ Date: _____



MOTION:

Agenda Item G-5

To approve the draft RFP for Professional Engineering Review Services as presented.

NOTE:

The RFP for Professional Engineering Review Services was reviewed and approved by the Professional Partnership Subcommittee at their November 28, 2023, meeting. The Town Attorney also reviewed the RFP.

/Attachment

Request for Proposals

For Professional Engineering Review Services

For the

1928 Building Renovation Project

**1928 Building Committee
Town of Farmington
1 Monteith Dr.
Farmington, CT 06032**

Issue Date: December 15, 2023
Question Deadline: December 28, 2023
Question Responses: January 3, 2024
RFP Due Date: January 12, 2024
Anticipated Award: January 23, 2024

LEGAL NOTICE
REQUEST FOR PROPOSALS

Professional Engineering Review Services for 1928 Building Renovation Project

Proposals will be accepted at the Town Manager's Office, Farmington Town Hall, 1 Monteith Drive, Farmington, CT 06032 until 12 PM Eastern Daylight Time on January 12, 2024. Instructions to bidders may be obtained at www.farmington-ct.org. Links: Departments>Finance and Purchasing>Purchasing > Bids

The Town of Farmington ("Town of Farmington" "Town" or "Owner") is seeking a qualified Professional Engineering firm to perform a comprehensive review of the final plans, working drawings, specifications, cost estimate, bid documents and contract documents as to accuracy, clarity, and completeness for the 1928 Building Renovation Project as required by Farmington Town Code, Chapter 53, Section 53-4 C. The comprehensive review and written commentary shall address the accuracy, clarity and completeness of the documents produced by the Project design team. The comments are to be submitted to the Town of Farmington.

Qualified firms are required to submit their Proposal in accordance with the solicitation package requirements. The firm must meet all municipal, state and federal affirmative action and equal employment opportunity practices **One Original, fifteen (15) copies of the proposal, and one electronic copy (Adobe PDF) must be submitted**

After review of all qualifications, including fee proposals, 1928 Building Committee reserves the right to reject any or all proposals, or any part thereof, or waive defects in same, or accept any proposal deemed to be in the best interest of the Town of Farmington.

All questions or comments regarding this solicitation package must be submitted to the Assistant Town Manager via email at krajewskik@farmington-ct.org with the subject line: Professional Engineering Review Services. Questions must be submitted by 2: 00 p.m. on December 28, 2023.

This RFP is subject to the applicable provisions of the American Rescue Plan Act ("ARPA").

I. Introduction

The Town of Farmington is seeking a qualified Professional Engineering firm to perform a comprehensive review of the final plans, working drawings, cost estimate, specifications, bid documents and contract documents as to accuracy, clarity, and completeness for renovations to the 1928 section of the Farmington High School Building for use as municipal offices, as required by Farmington Town Code, Chapter 53, Section 53-4 C, quoted below.

Ch. 53, § 53-4 C.

Final plan development. If the project is approved at the Town meeting (or referendum, if necessary) the committee shall:

(1) Issue a notice to proceed to the architect to complete final plans, working drawings and specifications, bid documents and contract documents. The committee and its consultants shall review the design documents at each design phase to evaluate, refine and update cost estimates and verify that the plans fulfill the purpose of the proposed building in a reasonable manner. The committee shall submit a copy of the final plans, working drawings, specifications, bid documents and contract documents to an independent, qualified engineering firm for a comprehensive review as to accuracy, clarity, and completeness. The engineering firm shall submit comments to the committee. The committee shall direct the architect to make such changes as it deems appropriate.

This RFP is subject to the applicable provisions of the American Rescue Plan Act (“ARPA”).

Project Description

Renovations will be made to the 1928 section of the current Farmington High School building for use as municipal offices. The estimated construction cost is \$14,426,053.

Anticipated project schedule:

Design Development- July 2023- December 2023

Construction Documents- December 2023- April 2024

Bidding- April/May 2024

Construction-July 2024-September 2025

II. Purpose of Request for Qualifications

The 1928 Building Committee is seeking qualified professional engineering firms to conduct a final design review of the 1928 Building Renovation Project. Once the Project design team completes the drawings, specifications, and other documents to be used for bidding and construction, those documents will be submitted to the successful firm for a comprehensive review and written commentary. The comprehensive review and written commentary shall address the accuracy, clarity and completeness of the documents produced by the Project design team. The comments are to be submitted to the Town of Farmington.

III. Scope of Work

The scope of work for this project shall be generally as follows:

- Conduct a comprehensive review of the following documents produced by the Project design team for accuracy, clarity, and completeness:
 - Final Plans
 - Working drawings
 - Specifications
 - Cost Estimate
 - Bid documents
 - Contract Documents
- Submit a comprehensive written commentary to the Town of Farmington concerning the accuracy, clarity, and completeness of the above documents.
- Deliverables:
 - Comprehensive report with final recommendations
 - An executive summary broken into the following categories:
 - Structural
 - Architectural
 - Building Systems/MEP
 - Site
 - Environmental

IV. Instructions for Responders

- A. A proposal must be submitted in accordance with the instructions and requirements contained in this RFP. Failure to do so may result in the response being considered non-responsive, which may be cause for rejection.
- B. All questions or comments regarding this solicitation package must be submitted to Assistant Town Manager via email at krajewskik@farmington-ct.org with the subject line: Professional Engineering Review Services. Questions must be submitted by 2:00 PM on December 28, 2023.
- C. Responders are to address the criteria below at a minimum as part of their submitted response:
 - a. Qualifications of personnel, including résumés of the “Principal-in Charge”, the Project Manager and the key technical personnel to be assigned to this project. Discuss the experience of these persons, including years of experience in current positions and other relevant positions, municipalities served, and their roles in those projects and relate that experience to the services requested in this RFP. Include what portion of the services requested in this RFP would be

assigned to each person.

- b. List the experience of the firm and that of the proposed personnel with respect to providing third-party review services which are the same or similar to the services requested in this RFP.
- c. Corporate history, including the length of time in the business, corporate experience, strengths in the industry, business philosophy, and a description of the organizational structure of the firm; a description of the organizational structure for the management and operation of the services requested and/or provision of the items referred to in this RFP, including an organizational chart denoting all positions and the number of personnel in each position.
- d. Financial condition of the firm and ability to perform all obligations of any resultant contract.
- e. The sufficiency of the financial resources and the ability of the Responder to comply with the duties and responsibilities described in this RFP. Each responder shall provide a current annual financial report and the previous year's report and a statement regarding any recent or foreseeable mergers or acquisitions.
- f. Experience in providing the services and/or items requested by this RFP. Responders shall list experiences with municipal projects in Connecticut, and any similar projects that have been undertaken within the past 10 years.
- g. The ability, capacity, and skill of the Responder to provide the services and/or items described in this RFP in a prompt and timely manner to adhere to the project schedule. Provide a proposed timeline, assuming the Responder was awarded this RFP, in which it would take to complete each component of the Scope of Services.
- h. Listing of any lawsuits in the past 5 years, related to your business, in which the Responder has been a defendant and provide the outcome.
- i. The quality and timeliness of performance of previous contracts or services of the nature described in this RFP.
- j. Provide a narrative describing fully and completely the proposed approach/methodology to be used by the Responder in providing these needed services. List any subconsultants likely to be used.
- k. Each Responder should provide the names, addresses, email addresses, and telephone numbers of at least three (3) references for whom the Responder has performed the same or similar services as to what is requested herein.

1. Fee Proposal- Each responder must complete the Fee Schedule attached as Attachment A.
- D. The Town of Farmington may request additional information, clarification, or presentations from any of the Responders after review of the proposals received.
 - E. The Town of Farmington reserves the right to use any or all ideas presented in reply to this RFP
 - F. The Town of Farmington is not liable for any costs incurred by any Responder in connection with this RFP or any response by any Responder to this RFP. The expenses incurred by Responder in the preparation, submission, and presentation of the proposal are the sole responsibility of the Responder and shall not be charged to the Town of Farmington.
 - G. The Town of Farmington reserves the right to accept or reject any or all proposals, to waive informalities and technical defects, to negotiate with any or all bidders, and in the event a contract is awarded, to award a contract based upon multiple factors as set forth herein with price as a consideration.
 - H. The Responder awarded a contract as a result of this RFP will carry the following insurance with respect to the services performed for the duration of any contract to be let as a result of this process.:
 - a. Worker's Compensation as required by the general statutes of the State of Connecticut. Employers' Liability with policy limits not less than \$500,000 each accident, 500,000 each employee, and \$500,000 policy limit.
 - b. General Liability Insurance with limits of \$1,000,000 each occurrence and in the aggregate.
 - c. Automobile Liability Insurance covering the operations of all motor vehicles owned, leased, hired, or used by the Responder in the furtherance of this Agreement with limits of \$1,000,000 each person, \$1,000,000 each occurrence for bodily injury, and \$1,000,000 each occurrence for property damage.
 - d. The Responder shall furnish, prior to commencement of work under this agreement, certificates of insurance evidencing worker's compensation, and the public, automobile, and professional liability coverages required, and naming the Town of Farmington, the Farmington Board of Education, the 1928 Building Committee, and the Farmington Public Schools as Additional Insureds. The additional insured obligation shall be on a primary and non-contributory basis and shall be evidenced by a policy endorsement acceptable to the Town of Farmington.

- e. Professional liability insurance for protection against claims arising out of the negligent performance of services by the Responder or caused by any errors or omissions of the insured in the amount of \$3,000,000.
- f. In addition, both parties to any contract to be let as a result of this process will be required to agree mutually to waive any rights which each may have against the other with respect to subrogation under any insurance policy relating to the services or work provided under any such agreement.

H. Save Harmless

As part of entering into any contract which may be awarded as a result of this process, and to the fullest extent allowed by law, the Responder for themselves and their successors will be required to covenant and agree with said Town of Farmington to indemnify and save harmless said Town of Farmington, the Farmington Board of Education, the 1928 Building Committee, and the Farmington Public Schools (“Indemnitees”) from any and all action, causes of action, judgments, legal fees, claims and demands whatsoever, which may at any time be instituted, made, tendered or recovered against the Indemnitees to the extent caused by the Responder’s negligence in the performance of the services performed pursuant to any such agreement.

V. Selection Process

Responses to the Request for Proposals shall be mailed or hand delivered to:

Kathryn Krajewski, Assistant Town Manager
Town Manager’s Office
1 Monteith Drive
Farmington, CT 06032

Proposals must be received by 12 pm on January 12, 2024. Proposals arriving or delivered after this time and date will not be considered. Proposals will be evaluated based on the following criteria at a minimum:

- Qualifications of the Firm for this project
- Similar work performed by the Firm
- Project understanding and approach
- Work plan/schedule
- Responsiveness of proposal
- References

Proposal Requirements

One Original, 15 copies, and one electric copy (Adobe PDF) of the proposal must be submitted within the previously referenced time period to the appropriate contact person. Proposals must contain, at a minimum, the criteria outlined in Section IV (c).

These major elements shall be tabbed accordingly within the proposal so as to facilitate review.

Proposals are limited to 30 pages excluding transmittal letter and table of contents. Printing front and back is acceptable. A single page printed front and back is counted as 2 pages. The minimum font size allowable is 12. Advertising material should not be included in the proposal and will not be considered in the review. Additional information above and beyond the bulleted items listed above may be included in the proposal as appendices.

VI. Selection Schedule

Issue Date: December 15, 2023
Question Deadline: December 28, 2023
Question Responses: January 3, 2023
RFP Due Date: January 12, 2024
Anticipated Award: January 23, 2024

VII. Form of Contract

By submitting a response to this RFP, the Responder expressly agrees and warrants that if awarded a contract for the services set forth herein, the Respondent will execute the attached AIA C103-2015 contract, as modified (attached as Attachment B), without modification, condition, or exception.

Attachments:

Attachment A – Fee Proposal
Attachment B - AIA C103-2015 contract, as modified.
Attachment C – ARPA Certifications.

End of Document

**Attachment A: Fee Schedule
1928 Building Committee**

Name of Bidder: _____

Date: _____

Professional Engineering Review Task	Fee
Comprehensive Report with Final Recommendations*	\$ _____
Executive Summary-Structural	\$ _____
Executive Summary-Architectural	\$ _____
Executive Summary-Building Systems	\$ _____
Executive Summary-Site	\$ _____
Executive Summary-Environmental	\$ _____
TOTAL FEE: \$ _____	

**The Comprehensive Report is one of the deliverables after comprehensive review of the final plans, working drawings, specifications, cost estimate, bid documents, and contract documents for accuracy, clarity, and completeness.*

AIA® Document C103® – 2015

Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services

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

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

Town of Farmington, Connecticut
1 Monteith Drive
Farmington, CT 06032

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

Consultant's discipline:

Independent third-party reviewer pursuant to Farmington Town Code Chapter 53, Section 53-4. C.

for the following Project:
(Name, location and detailed description. Time limits for bringing claims in Section 6.1.1 are tied to completion of the "Project." The "Project" may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a "Project" involving design and construction of one or more structures. Care should be taken in describing or defining the Project.)

1928 Building Renovation Project
1 Monteith Drive
Farmington, CT 06032

The Owner and Consultant agree as follows.

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

This document does not contain a description of the Consultant's scope of Services. This document is intended to be used in conjunction with AIA Standard Form of Consultant's Services documents.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1 INITIAL INFORMATION
2 CONSULTANT'S RESPONSIBILITIES
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5 COPYRIGHTS AND LICENSES
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:
(State below Initial Information, such as details of the Project's site and program; identity of the Architect, Owner's contractors and other consultants, and Consultants' subconsultants; anticipated procurement method; and other information relevant to the Consultant's Services.)

Perform a comprehensive review of the final plans, working drawings, cost estimate, specifications, bid documents and contract documents as to accuracy, clarity, and completeness for renovations to the 1928 section of the Farmington High School Building for use as municipal offices, as required by Farmington Town Code, Chapter 53, Section 53-4 C, quoted below.

Ch. 53, § 53-4 C.

Final plan development. If the project is approved at the Town meeting (or referendum, if necessary) the committee shall:

(1) Issue a notice to proceed to the architect to complete final plans, working drawings and specifications, bid documents and contract documents. The committee and its consultants shall review the design documents at each design phase to evaluate, refine and update cost estimates and verify that the plans fulfill the purpose of the proposed building in a reasonable manner. The committee shall submit a copy of the final plans, working drawings, specifications, bid documents and contract documents to an independent, qualified engineering firm for a comprehensive review as to accuracy, clarity, and completeness. The engineering firm shall submit comments to the committee. The committee shall direct the architect to make such changes as it deems appropriate.

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2007, General Conditions of the Contract for Construction.

§ 1.3 The Owner's anticipated design and construction schedule:

- .1 Design phase milestones, if any:

Design Development – July 2023-December 2023
Construction Documents – December 2023-April 2024
Bidding – April May 2024

.2 Date for commencement of construction:

July 2024

.3 Substantial Completion date:

September 2025

.4 Other milestone dates:

§ 1.4 The Owner and Consultant 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 Consultant shall appropriately adjust the schedule, the Consultant's services, and the Consultant's compensation.

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall provide the following professional services:

(Describe the scope of the Consultant's services or identify an exhibit or scope of services document setting forth the Consultant's services and incorporated into this document in Section 11.2.)

Consultant shall perform a comprehensive independent review and evaluation of the final plans, working drawings, specifications, bid documents and contract documents for the Project as prepared by the Project architect and its consultants. The review and evaluation shall concern the accuracy, clarity, and completeness of the aforementioned documents. The Consultant shall submit comprehensive written comments to the Owner. See Owner's Request for Proposal for Professional Engineering Review Services for the 1928 Building Renovation Project, attached hereto as Exhibit A for additional information concerning the scope of the Consultant's Responsibilities.

§ 2.2 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. The Consultant 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 Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project.

(List name, address, and other information.)

TBD

~~§ 2.4 If required in the jurisdiction where the Project is located, the The Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.~~ Agreement.

§ 2.5 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's other consultants. The Consultant may communicate with the Owner's other consultants for the purposes of performing its services on the Project. The Consultant shall keep the Owner reasonably informed of any such communications. ~~The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's other consultants. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.~~

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant's services.

§ 2.7 Insurance. The Consultant shall maintain the following insurance for the duration of this Agreement. ~~If any of the requirements set forth below exceed the types and limits the Consultant normally maintains, the Owner shall reimburse the Consultant for any additional cost as set forth in Section 8.6.3.~~

§ 2.7.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000) for each occurrence and one million (\$ 1,000,000) in the aggregate for bodily injury and property damage.

§ 2.7.2 Automobile Liability covering vehicles owned by the Consultant and non-owned vehicles used by the Consultant with policy limits of not less than one million (\$ 1,000,000) per claim and one million (\$ 1,000,000) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.7.3 The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.7.1 and 2.7.2.

§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than ~~(\$ --)~~ five hundred thousand (\$ 500,000) each accident, five hundred thousand dollars (\$ 500,000) each employee, and five hundred thousand dollars (\$ 500,000) policy limit.

§ 2.7.5 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than three million (\$ 3,000,000) per claim and three million (\$ 3,000,000) in the aggregate.

§ 2.7.6 ~~The Owner shall be an additional insured-Owner, the Farmington Board of Education, Farmington Public Schools, the 1928 Building Building Committee, and their respective employees, agents, volunteers, boards, and commissions shall be an additional insureds ("Additional Insureds")~~ on the Consultant's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.7.7 The Consultant shall provide to the Owner certificates of insurance and policy endorsements acceptable to the Owner evidencing compliance with the requirements in this Section 2.7. The certificates and endorsements will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess ~~policies-policies on a primary and non-contributory basis.~~ The Consultant shall provide or cause its insurers to provide at least 30 calendar days direct notice of cancellation to the Owner.

§ 2.7.8 If coverage is written on a claims-made basis, an extended reporting period equivalent to the applicable statute of limitations after the Consultant completes all services under this Agreement.

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

§ 2.7.10 To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Owner, the Farmington Board of Education, Farmington Public Schools, the 1928 Building Building Committee, and their respective employees, agents, volunteers, boards, and commissions ("Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Consultant's services under this Agreement, but only to the extent caused by the negligent acts or omissions of the Consultant and anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 2.7.10.

§ 2.7.11 In claims against any person or entity indemnified under this Section 2.7.10 by an employee of the Consultant or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 2.7.10 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant under workers' compensation acts, disability benefit acts or other employee benefit acts.

§2.7.12 The indemnification provisions herein shall survive termination and/or full or partial performance of this

§ 2.8 Time. Time is of the Essence. The Consultant shall provide its services within the time limits established in the Consultant's Schedule, or within the Deliverable(s) Time Limit(s) set forth below. The Consultant shall immediately inform the Owner of any circumstances which may cause a delay.
(Check one or both selections below.)

Consultant's Schedule: As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Owner's approval, a schedule for the performance of the Consultant's Services. If relevant to the Consultant's Services, the schedule initially shall include anticipated dates for design phase milestones, 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 Consultant or Owner.

Deliverable(s) Time Limit: The Consultant shall provide the following deliverable(s) within the time limit(s) set forth below. Unless otherwise indicated below, time shall be calculated based on calendar days from the date of this Agreement.

Deliverable(s) <i>(Describe the deliverable(s))</i>	Time Limits <i>(Insert number of calendar days and, where appropriate, if time is to be measured from a separate written authorization from the Owner)</i>

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement.

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner's written authorization. Except for services due to the fault or negligence of the Consultant, any Additional Services provided in accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights.

§ 4.2 The Owner identifies the following representative who is authorized to act on the Owner's behalf with respect to the Project. Project and the services required by this Agreement.
(List name, address, and other information.)

To be determined.

§ 4.3 The Owner shall render decisions and approve the Consultant's submittals, if any, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

§ 4.4 The Owner shall coordinate the services of its other consultants with those services provided by the Consultant. The Owner shall provide the Consultant with a list of other consultants on the Project whose services relate to the Consultant's services. The Owner shall also, upon written request, furnish the Consultant with copies of the scope of services in contracts between the Owner and such other consultants. The Owner shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.

§ 4.5 The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Consultant to furnish them as an Additional Service, when the Consultant requests such services and demonstrates that they are reasonably required for the Consultant to be able to perform its services. Intentionally Omitted.

§ 4.6 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Consultant's Services.

ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Consultant and the Consultant's subconsultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials in digital or physical form.

§ 5.2 The Consultant 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. If the Owner and Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions or comply with protocols established for the Project, if any.

§ 5.3 The Consultant and the Consultant's subconsultants shall be deemed the authors and owners of their respective Instruments of Service 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 Consultant's subconsultants.

§ 5.4 Upon execution of this Agreement, the Consultant grants to the Owner a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of designing, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from its subconsultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Owner's consultants and contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for the purposes of designing, constructing, using, maintaining, altering and adding to the Project. If the Consultant rightfully terminates this Agreement for cause as provided in Section 7.4, the license granted in this Section 5.4 shall terminate.

§ 5.4.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Consultant and the Consultant's subconsultants 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 Consultant and its subconsultants 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 5.4.1. The terms of this Section 5.4.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 7.4.

§ 5.5 Except for the licenses granted in this Article 5, 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 Consultant. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's subconsultants.

§5.1 The comprehensive written commentary and/or reports, and other documents or work product, including those in electronic form, prepared by the Consultant, shall be deemed a work for hire and shall be the sole property of the Owner regardless of whether the Owner terminates this Agreement. The provisions of this Article 5 shall survive the termination of this Agreement.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 General

§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date the Project is sufficiently complete so that the Owner can utilize it for its intended use. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

§ 6.1.2 To the extent damages are covered by property insurance, the ~~Owner and Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages. Consultant and its insurers waive all rights against the Owner.~~ except such rights as they may have to the proceeds of such insurance. The ~~Owner or the Consultant, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, the Consultant, similar waivers in favor of the other parties enumerated herein. Owner as enumerated herein.~~ The Owner and its insurers retain all rights of subrogation and other rights they may have.

§ 6.1.3 The Consultant ~~and Owner waive~~ waives consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This ~~mutual~~ waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 7.7.

§ 6.2 Mediation

§ 6.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 6.2.2 The Owner and Consultant shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Consultant do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 6.3 of this Agreement

Litigation in a court of competent jurisdiction

[] Other: (Specify)

§ 6.3 Arbitration

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

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

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

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

§ 6.3.4 Consolidation or Joinder

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

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

§ 6.3.4.3 The Owner and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Consultant under this Agreement.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 If the Owner fails to make payments to the Consultant when due in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any reasonable expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall may be equitably adjusted.

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

~~§ 7.3 If the Owner suspends the Project or the Consultant's services for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.~~ Intentionally Omitted.

§ 7.4 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.

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

§ 7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services properly performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 7.7.

~~§ 7.7 Termination Expenses are in addition to compensation for the Consultant's services and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant compensated. In all events, the Consultant waives any additional compensation or damages including but not limited to anticipated profit on services not performed.~~

~~§ 7.8 The Owner's rights to use the Consultant's Instruments of Service in the event of a termination of this Agreement are set forth in Article 5 and Section 8.7.~~ Intentionally Omitted.

ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:
(Insert amount of, or basis for, compensation)

§ 8.2 The Owner shall compensate the Consultant for Additional Services that may arise during the course of the Project as follows:
(Insert amount of, or basis for, compensation.)

A mutually agreeable lump sum amount or time and material based upon labor rates set forth in Exhibit B

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

Employee or Category

Rate

§ 8.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Consultant's invoice. ~~Amounts unpaid () within thirty (30) days after the presentation of the Consultant's invoice. In the event the Owner disagrees with the amount invoiced, the Owner shall provide the reasons therefore in writing to Consultant within seven (7) days. In all events, the Owner shall pay all undisputed amounts in accordance with the terms of this Agreement. Undisputed amounts unpaid thirty (30) 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 Consultant.~~
(Insert rate of monthly or annual interest agreed upon.)

One percent over the Prime Rate as published in the Wall Street Journal at the time percent (1 %)

§ 8.5 The Owner shall not withhold amounts from the Consultant's compensation to impose a penalty or liquidated damages on the Consultant, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Consultant agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

Intentionally Omitted
Intentionally Omitted

Intentionally Omitted.

Intentionally Omitted.

§ 8.6 Reimbursable Expenses

§ 8.6.1 Reimbursable Expenses are in addition to compensation for the Consultant's professional services and include expenses incurred by the Consultant 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. Fees paid for securing approval of authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, 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. Consultant's subconsultants expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Consultant's subconsultants;
8. All taxes levied on professional services and on reimbursable expenses;
9. Other similar Project-related expenditures, if authorized in advance by the Owner.

§ 8.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant plus an administrative fee of percent (%) of the expenses incurred.

§ 8.6.3 If the insurance requirements listed in Section 2.7 exceed the types and limits the Consultant normally maintains and the Consultant incurred or will incur additional costs to satisfy such requirements, the Owner shall reimburse the Consultant for such costs as set forth below:

§ 8.6.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 8.7 Compensation for Use of Consultant's Instruments of Service

If the Owner terminates the Consultant for its convenience under Section 7.5, or the Consultant terminates this Agreement under Section 7.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Consultant's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 6.3 located.

§ 9.2 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant 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.

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

§ 9.4 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 Consultant.

§ 9.5 Unless otherwise required in this Agreement, the Consultant 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.

§ 9.6 Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." If the Owner or Consultant transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.6.1.

§ 9.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential 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 Confidential Information as set forth in this Agreement.

ARTICLE 10 SPECIAL TERMS AND CONDITIONS

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

§ 10.1 Equal Opportunity in Employment.

The Owner will not make employment decisions (including decisions related to hiring, assignment, compensation, promotion, demotion, disciplinary action and termination) on the basis of race, color, religion, age, sex, marital status, sexual orientation, national origin, ancestry, disability, pregnancy, genetic information, or gender identity or expression, except in the case of a bona fide occupational qualification. Questions concerning Title VI or Title IX compliance should be directed to: Kathryn Krajewski, 1 Monteith Drive, Farmington, CT 06032 860-675-2350. Questions concerning Section 504 compliance should be directed to: Nancy Parent, 1 Monteith Drive, Farmington, CT 06032, 860-675-2390.

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

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

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

§ 10.2 Equal Opportunity (ARPA)

During the performance of this Contract, the Consultant agrees as follows: (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information. (4) To the extent applicable, the Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each consultant, subcontractor, or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of the Consultant, contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with an Consultant debarred from,

or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon the Consultant, contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

§ 10.3 Contract Work Hours and Safety Standards Act for Awards Involving Construction (ARPA)

For any federally assisted contract, in excess of one hundred thousand dollars (\$100,000), that involves the employment of mechanics or laborers, the contractor, subcontractor, or subrecipient shall comply with all of the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5). Under Section 3702 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

§ 10.4 Rights to Inventions Made Under a Contract or Agreementm (ARPA)

For any federally assisted contract awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the Engineer, subcontractor, and subrecipient agree to all of the terms in 37 CFR 401.14(a) and (b) regarding Patent Rights and The Allocation of Principal Rights.

§ 10.5 Clean Air Act and the Federal Water Pollution Control Act (ARPA)

For any federally assisted contract, or subgrant, in excess of one hundred and fifty thousand dollars (\$150,000), the Consultant, the contractor, subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387). The Consultant agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

§ 10.6 Debarment and Suspension (ARPA)

This Contract is a covered transaction for purposes of 2 C.F.R. Part 180, and 2 C.F.R. Part 3000. As such, the Engineer is required to verify that none of the Consultant's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Consultant must comply with 2 C.F.R. Part 180, subpart C, and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Owner . If it is later determined that the Consultant did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Consultant agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

§ 10.7 Lobbying (ARPA)

For contracts in excess of \$100,000, the Consultant shall file the certification required by 49 C.F.R. Part 20, "New Restrictions of Lobbying", as provided by the Owner. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Consultant who in turn will forward the certification(s) to the Owner.

§ 10.8 Procurement of Recovered Materials (ARPA)

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this Contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items until the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

The Consultant agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency, "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247. Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

To the extent applicable, the Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

§ 10.9 Domestic Preferences for Procurements (ARPA)

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§ 10.10 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (ARPA)

For any federally assisted contract, the Consultant must certify to the Owner that the Contract (or any extension or renewal) does not contain covered telecommunications equipment. The Owner is prohibited to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

§ 10.11 Increasing Seat Belt Use in the United States (ARPA)

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Consultant is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

§ 10.12 Reducing Text Messaging While Driving (ARPA)

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Consultant is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

§ 10.13 Publications (ARPA)

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [the Town of Farmington, CT] by the U.S. Department of the Treasury."

ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. In the event of a conflict between the terms and conditions of this C103™-2015, Standard Form Agreement between Owner and Consultant and an attached exhibit, the terms and conditions of the C103-2015, Standard Form Agreement between Owner and Consultant shall take precedence.

§ 11.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C103™-2015, Standard Form of Agreement Between Owner and Consultant.
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:
 - .3 Scope of Services Exhibit(s) listed in section 2.1
 - .4 Other documents:
(List other documents hereby incorporated into the Agreement.)

Exhibit A - Owner's Request for Proposal for Professional Engineering Review Services for the 1928 Building Renovation Project dated.
Exhibit B - Labor Rates for Additional Services

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

OWNER (Signature)

Town of Farmington, Connecticut
(Printed name and title)

CONSULTANT (Signature)

(Printed name and title)

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CERTIFICATE OF DEBARMENT / SUSPENSION

The *Consultant*, _____,

(Print business name of Consultant above)

certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Consultant is unable to certify to any of the statements in this certification, such Consultant must attach an explanation to this submittal.

The *Consultant*, _____,

(Print business name of Consultant above)

certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification.

Signature of Authorized Official

Print Name of Authorized Official

Print Title of Authorized Official

Date

THIS FORM MUST BE COMPLETED BY THE PRIME CONSULTANT AND ANY SUB-TIER CONSULTANT THAT WILL BE AFFILIATED WITH THE WORK LISTED ON THE ATTACHED DOCUMENTS.

CERTIFICATION REGARDING LOBBYING BY CONSULTANT

Pursuant to 40 CFR Part 20 (which is by this reference incorporated herein), the undersigned **Consultant** certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL *Disclosure Form to Report Lobbying*, in accordance with its instructions.
- C. The undersigned must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subConsultants must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification must be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The **Consultant**, _____,

(Print business name of Consultant above)

certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Authorized Official

Print Name of Authorized Official

Print Title of Authorized Official

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFICATION REGARDING PROCUREMENT OF RECOVERED MATERIALS

Pursuant to the procurement requirements of Section 6002 of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 the *Consultant*, _____
(Print business name of Consultant above)

shall make maximum use of products containing recovered materials that are EPA-designated items until the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

The undersigned Consultant agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency, "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247. The undersigned Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Signature of Authorized Official

Print Name of Authorized Official

Print Title of Authorized Official

Date

**CERTIFICATION REGARDING PROHIBITION ON
CERTAIN TELECOMMUNICATIONS AND
VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Pursuant to Public Law 115-232, section 889, the undersigned Consultant,

(Print business name of Consultant above)

certifies, by submission of this document that the contract (or any extension or renewal) does not contain covered telecommunications equipment. The Owner is prohibited to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Signature of Authorized Official

Print Name of Authorized Official

Print Title of Authorized Official

Date

**CERTIFICATION REGARDING DOMESTIC PURCHASE
OF GOODS PRODUCTS OR MATERIALS**

To the greatest extent practicable under this Federal award the *Consultant*,

(Print business name of Consultant above)

agrees to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section will be included in all sub-awards including all contracts and purchase orders for work or products under this award. For purposes of this certification:

A. “*Produced in the United States*” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

B. “*Manufactured products*” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

The undersigned Consultant agrees to comply with this requirement and must include the requirements in all subawards including all contracts and purchase orders for work or products under this award.

Signature of Authorized Official

Print Name of Authorized Official

Print Title of Authorized Official

Date

MOTION:

Agenda Item G-6

To approve the draft RFP Rating Form for Professional Engineering Review Services as presented.

NOTE:

The RFP Rating Form for Professional Engineering Review Services was reviewed and approved by the Professional Partnership Subcommittee at their November 28, 2023, meeting.

/Attachment

INCORPORATED 1645



**Rating Form
Professional Engineering Review Services RFP**

Name of Firm: _____

Criteria	Maximum Points	Firm Score
Demonstrates experience and qualifications of personnel assigned to the project. Includes what portion of the contract will be assigned to each person.	10	_____
Provides a narrative describing fully and completely the proposed approach/methodology.	10	_____
Provides a proposed timeline for completing each component of the scope of services.	10	_____
Provides three (3) references for whom the responder has performed similar services.	10	_____
Attachment A, Fee Proposal is completed in its entirety.	10	_____
Firm adheres to the submission format outlined in Section IV of the RFQ	10	_____
Total	60	_____

Prepared By: _____
Printed Name of Committee Member

Signature of Committee Member: _____ Date: _____



MOTION:

Agenda Item G-7

To approve the inclusion of Environmental Design consultants in Silver/Petrucci + Associates' scope of services and to request that Silver/Petrucci receive proposals and pricing.

NOTE:

Environmental design is a necessity of the design process. With approval of this motion, Silver/Petrucci + Associates will be able to receive proposals and pricing from environmental design consultants.

At the January 23, 2024, 1928 Building Committee meeting, the committee will review the pricing proposal from Silver Petrucci and if approved, would amend their contract to include these services.

MOTION:

Agenda Item G-8

To approve the 2024 Meeting Schedule for the 1928 Building Committee.

/Attachment

**1928 Building Committee
2024 Meeting Schedule
Town Hall Council Chambers
4:30 P.M.**

January 23, 2024

July 23, 2024

February 13, 2024

August 13, 2024

February 27, 2024

August 27, 2024

March 12, 2024

September 10, 2024

March 26, 2024

September 24, 2024

April 9, 2024

October 8, 2024

April 23, 2024

October 22, 2024

May 14, 2024

November 12, 2024

June 11, 2024

November 26, 2024

June 25, 2024

December 10, 2024

July 9, 2024

December 24, 2024