



AIA[®]

Document B102™ – 2007

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

AGREEMENT made as of the 9th day of ~~October~~ November in the year 2016
(In words, indicate day, month and year.)

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

Town of Canton
4 Market Street
Collinsville, CT 06022

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

Silver Petrucelli & Associates, Inc.
3190 Whitney Avenue
Hamden, CT 06518
Phone: 203-230-9007
Fax: 203-230-8247

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

Collinsville Fire Station
51 River Road
Collinsville, CT 06022
Architectural/Engineering Conceptual Design & Estimating Services

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

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ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2)

Per Exhibit "A" Owner's RFP, Exhibit "B" Architect's Project Approach, and Exhibit "C" Architect's Fee and Qualifications Proposal, all attached to this Agreement.

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

§ 1.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect 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 Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability
Per Architect's Standard Insurance
- .2 Automobile Liability
Per Architect's Standard Insurance
- .3 Workers' Compensation
Per Architect's Standard Insurance

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.4 Professional Liability

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ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

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

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

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the

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Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Notwithstanding anything in this Agreement to the contrary, upon payment in full of all amounts due to Architect, the Owner shall become the owner of all Instruments of Service produced or prepared by Architect in whatever form they made have been prepared.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 GENERAL

§ 4.1.1 The Owner and Architect 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 of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction, if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 MEDIATION

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

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of 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.

§ 4.2.3 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.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

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(Check the appropriate box. If the Owner and Architect 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.)

[X] Arbitration pursuant to Section 4.3 of this Agreement

[] Litigation in a court of competent jurisdiction

[] Other (Specify)

§ 4.3 ARBITRATION

§ 4.3.1 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.

§ 4.3.1.1 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.

§ 4.3.2 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.

§ 4.3.3 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.

§ 4.3.4 CONSOLIDATION OR JOINDER

§ 4.3.4.1 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).

§ 4.3.4.2 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.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

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

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

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

§ 5.4 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.

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

§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7.

§ 5.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 5.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.3.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2. Billing will be monthly using AIA document based on percentage complete. Invoice to be submitted on 1st of month, billing for work completed the previous month. Invoice will be approved by building committee and submitted to board of Fire Commissioners on second Tuesday of month for payment. Project is tax exempt.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

As indicated in Exhibit "C" Architect's Fee and Qualifications Proposal attached to this Agreement.

§ 6.2 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 6.2.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Authorized out-of-state 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; refer to Exhibit "C".
- .5 Express postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Models, mock-ups, professional photography, requested by the Owner;
- .8 Architect's Consultant's 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 Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

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§ 6.2.2 For Reimbursable Expenses, the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of Ten percent (10 %) of the expenses incurred.

§ 6.3 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows:

No charge

§ 6.4 PAYMENTS TO THE ARCHITECT

§ 6.4.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest at the rate entered below.
(Insert rate of monthly or annual interest agreed upon.)

Interest rate is 0%

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

§ 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times. Records of Reimbursable Expenses shall be submitted with architect's monthly invoice.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 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 4.3.

§ 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

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

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

§ 7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 7.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 7.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

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

N/A.

ARTICLE 9 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B102-2007, Standard Form Agreement Between Owner and Architect

.2

(Paragraphs deleted)

Other documents:

(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

Per Exhibit "A" Owner's RFP
Exhibit "B" Architect's Project Approach
Exhibit "C" Architect's Fee and Qualifications Proposal,
Exhibit "D" Architect's Standard Hourly Rates

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

OWNER



(Signature)

Robert Skinner, Chief Administrative Officer

(Printed name and title)

ARCHITECT



(Signature)

William R. Silver, AIA, President

(Printed name and title)

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**TOWN OF CANTON, CONNECTICUT
REQUEST FOR PROPOSALS
FOR
ARCHITECTURAL/ENGINEERING CONSULTANT SERVICES**

The Town of Canton is soliciting proposals from professional architectural/engineering consultants for services to assist Town Officials in evaluating Fire/EMS Department facilities and make recommendations for expanding or relocating the Town's Collinsville Fire Station. The services provided will include evaluation of programming needs, review of expansion or relocation of existing Collinsville Fires Station, preparation of conceptual design and site plan and a cost estimate.

Background

In July 2015, the Canton Board of Selectmen passed a resolution which created the Temporary Fire/EMS Facility Study Committee (hereinafter referred to as "Study Committee") whose purpose is *"to study the current and future facility needs of the Canton Fire/EMS Department and make recommendations to the Board of Selectmen for improvements to existing facilities or the need for new facilities"*. The Town of Canton has three fire stations: North Canton Fire Station located at 540 Cherry Brook Road, the Canton Springs Fire Station located at 14 Canton Springs Road and the Collinsville Fire Station which is located at 51 River Road. Although the Fire/EMS Department is a Town Agency, two of the Fire Stations, North Canton and Canton Springs Road, are owned by private Associations. This is a vestige left over from the time before the independent private Fire Departments were merged into one Town Agency in the 1990s.

The Collinsville Fire Station is owned by the Town of Canton and is the primary focus of the Study Committee. The Station was constructed in 1970 and consists of approximately 9,000 square feet. The building sits on a 5 acre parcel that also includes a baseball field and the Town's Police Station. The Collinsville Fire Station has four non-drive through bays which house both EMS and Fire Division equipment. Along with the bays there are offices on the first floor and a kitchen, general meeting hall and sleeping quarters on the second floor. The second floor is accessed through a stairway, there is no elevator.

There are numerous deficiencies with the building including, but not limited to: insufficient vehicle storage, no drive-through bays, lack of sleeping quarters and insufficient office space. The objective of the Study Committee is to determine the best, cost efficient way to address these deficiencies. Although the most likely scenario is to utilize the existing site by expanding the existing building or construct a new facility, other possibilities such as moving the facility to a new site, or possibly combining operations with the Canton Springs Station at the site somewhere between the two stations may also be reviewed.

The Town would be looking for the selected consultant to work with the Study Committee to come up with a report that illustrates the deficiencies, makes recommended facility changes and provides a cost estimate for the recommended changes. The scope of work would include a conceptual site plan and floor plan of the facility improvements. A cost estimate for the facility changes would also be included in the scope of work.

Scope of Services

The scope of services anticipated for the Fire/EMS Facility Study project includes:

- Review existing documents, studies, plans and opinion surveys regarding the feasibility and programming needs of the Fire/EMS Department.
- Meet with the Canton Temporary Study Committee a minimum of two times.
- Make recommendations to Town Officials indicating the programming needs for the Fire/EMS Department, including, but not limited to, vehicle storage bays, office space, staff areas, equipment storage needs, sleeping quarters, kitchen requirements, ADA requirements, and site circulation and parking requirements.
- Review with Town Officials alternative approaches to constructing facility improvements.
- Prepare conceptual floor and site plans depicting the proposed Fire/EMS facility improvements.
- Prepare cost estimates for recommended Fire/EMS facility improvements.

Schedule

Unless extended by the Town of Canton, all tasks required under the scope of work must be completed by January 1, 2017.

Submission of Statement of Qualifications

Interested consultants who wish to be considered for this work shall provide six (6) sets of the following information to Chief Administrative Officer Robert Skinner. The information shall be delivered to the Office of the Town Administrator, at 4 Market Street, P.O. Box 168, Collinsville, CT 06022-0168, no later than 12:00 pm local time on Friday, September 16, 2016. The submission shall include:

- a. Letter of Introduction;
- b. Consultant's Information Package;
- c. An outline and description of the Consultant's understanding of the Project and proposed approach necessary to meet requirements of the Scope of Services;

- d. A lump sum fee proposal to complete the above described scope of work. The fee proposal shall also include a list of all reimbursable items as well as an hourly rate for any additional work;
- e. Resumes of personnel who will work on the Project;
- f. At least four references (including contact person and phone number) for on-going or recently completed municipal projects of which at least two are Fire Stations or similar structures;
- g. Qualifications of the firm, including documented familiarity with the construction of Fire Stations;
- h. Certificate of liability insurance; and
- i. Any additional information that will assist in evaluating the qualifications of the consultant.

GENERAL CONDITIONS AND INSTRUCTIONS

Disclaimer: This Request For Proposals (hereinafter, "RFP") is not a contract offer.

Pre-bid Conference: There will be a non-mandatory pre-bid conference on August 24, 2016 at 5:00pm in the second floor conference room at the Canton Town Hall located at 4 Market Street, Collinsville, CT. Respondents are highly encouraged to attend the pre-bid conference.

Proposal Submittals: Proposals must be received at the Office of the Chief Administrative Officer no later than Wednesday September 16, 2016, 12:00pm. Respondents must submit one original and five copies. Proposals may not be provided by electronic mail or facsimile. Proposals must be hand delivered or mailed to:

Office of the CAO
 "Architectural/Engineering Consulting Services RFP"
 4 Market Street
 P.O. Box 168
 Collinsville, CT 06022-0168

RFP Timeline: The timeline for this RFP is listed below and is subject to change:

EVENT	DATE
RFP issued	8/12/16
RFP Conference	8/24/16 @ 5:00pm
Deadline for RFP submission	9/16/16 @ 12:00pm

Questions: Respondents with questions regarding the submission requirements may contact Robert H. Skinner *via email only* at rskinner@townofcanton.org.

Addendums: Addendum(s) to the RFP may be issued by the Town. When issued, addendum(s) will be posted on the Town's website under the "Request

for Proposals" link. It is the respondent's responsibility to check to see if RFP addendum(s) have been issued by the Town and to ensure that its proposal addresses all addendum(s).

Proposal Package Form: All proposals shall be typed. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal, or the party's authorized representative.

Late Proposals: Proposals received after the deadline shall not be considered.

Exceptions to RFP: Any and all exceptions of the respondent(s) to the terms and specifications of this RFP shall be made in writing and submitted in full with the proposal. For all other terms and specifications, submission of a proposal constitutes acceptance by the respondent. The Town reserves the right to reject proposals which contain exceptions that the Town deems to be unacceptable.

Review of Proposals: The Town reserves the right to waive informalities, non-material defects, or clerical errors in any proposal. The Town also reserves the right to reject any and all proposals, or any part of a proposal, when said action is deemed to be in the best interest of the Town. The Town reserves the right to negotiate with one or more respondents as it sees fit. Proposals will be evaluated based on what is in the best interests of the Town. Cost will not be the sole factor in evaluating proposals. No contract rights shall accrue to a respondent unless and until the Town and the respondent execute a binding contract.

Proposal Costs: All costs incurred in the preparation of the proposals will be borne entirely by the individual/firm submitter.

Ownership of Proposals: All proposals submitted become property of the Town.

Freedom of Information: All proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act.

Period Commitment : Proposals shall be final and binding and may not be withdrawn or amended for (60) days from the date and time when proposals are due.

Irrevocability of Proposals: Respondent(s) may amend or withdraw their Proposals prior to this RFP's due date and time by submitting a clear and detailed written notice to the Town. Subject to the Period Commitment provision detailed herein, all Proposals become irrevocable after the date and time they are due.

Assignment and/or Subcontracting by Selected Respondents: Assignment and/or subcontracting by successful respondent(s) to third party of any contract based

on the Request for Proposal or any monies due is prohibited and shall not be recognized by the Town unless approved by the Town in writing.

Collusion: Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any proposal or proposals submitted by such person responsible for said misrepresentation or collusion. In the event that the Town enters into a contract with any respondent who is responsible for a misrepresentation or collusion and such conduct is discovered after the execution of said contract, the Town may cancel said contract without incurring liability, penalty, or damages.

Workers' Compensation Insurance: In accordance with the State of Connecticut Workers' Compensation laws, selected respondent shall carry Workers' Compensation and Employers' Liability Insurance for all persons employed in the performance of services under this RFP.

Commercial General Liability Insurance: Selected respondent shall carry Commercial General Liability Insurance (Bodily Injury, Property Damage, Products and Completed Operations) in an amount of not less than one million dollars (\$1,000,000) per occurrence with a two million dollar (\$2,000,000) aggregate, combined single limits. Such coverage shall also include coverage for operations, completed operations, products and contractual liability insurance. Such policy shall name The town of Canton as additional insured and shall be primary and noncontributory to any valid and collectible insurance carried by the Town.

Commercial Automobile Insurance : Selected respondent shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of (\$1,000,000) each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage. In addition, such coverage shall include the loading and unloading of clients into and from the respondent's vehicles.

Errors & Omissions Liability Insurance: Selected respondent shall provide errors & omissions liability insurance covering the respondent and the Town of Canton against loss for financial damages resulting from legal expenses and costs the Town may incur by fines, and penalties assessed against the Town through administrative or judicial proceedings caused by errors or omission in the billing by the Respondent in the amount of (\$1,000,000) each wrongful act and (\$1,000,000) in the aggregate.

Proof of Insurance: Selected respondent shall provide the Town with a certificate verifying such coverage before commencing services under this RFP. Such policy shall require thirty (30) days notice to the Town in writing prior to alteration, cancellation, termination or expiration of any kind.

Defense and Indemnification: Any person contracting with the Town must, to the fullest extent permitted by law, indemnify, defend, and hold harmless the Town and its agents and employees from and against all claims, damages, loss or expense including reasonable attorney's fees arising out of or resulting from the performance of the contract. Selected respondents shall pay any and all attorneys' fees incurred by the Town, its agents, or its employees, in enforcing any of the selected respondent's defense or indemnification obligations. In any and all claims against the Town, or any of its agents or employees, by any employee of a selected respondent, or anyone directly or indirectly employed by a selected respondent, or anyone for whose acts a selected respondent is liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or a selected respondent under Workers' Compensation Acts, disability benefits acts, or other employee benefits acts.

Conflict of Interest: By submitting a proposal the respondent certifies that no officer, agent or employee of the Town, who has a pecuniary interest in this request for proposal, neither has nor shall participate in the contract negotiations on the part of the Town, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other respondent of the same call for proposals, and that the respondent is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm. Respondents must fully disclose, in writing to the Town on or before the closing date of this RFP, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the respondent were to become a contracting party pursuant to this RFP. The Town shall review any submissions by respondents under this provision and may reject any Proposals where, in the opinion of the Town, the respondent could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the respondent were to become a contracting party pursuant to this RFP.

Dated at Canton, CT this 12th day of August 2016

Robert Skinner
Chief Administrative Officer

PROJECT APPROACH

Facilities Condition Survey

Utilizing floor plans provided by the Town we will conduct field surveys of the existing conditions at the firehouse, including existing utility systems.

The structural, architectural, mechanical and electrical systems in the building, will be evaluated, both for its ability to meet current needs as well as anticipating its life expectancy and ability to meet the changing use needs. This includes building envelope conditions, interior conditions and M/E/P/FP systems as well as site conditions.

We will review any facility condition reports previously developed by other firms, staff or Town officials as a guide in reviewing all of the buildings' systems. Some of the information to be integrated into the facility condition data include:

- Interviews with Town and Fire Department/EMS staff
- Prior engineering studies
- Prior hazardous materials audits
- Prior air/water quality studies
- Other related condition data

Our team will also field walk the site and note any deficiencies, based on visual observations, in the pavement, curbing, signage, lighting, striping, concrete sidewalks, flagpoles, ramps, drainage, landscaping. Our findings will be documented on the base plans prepared for this phase of the work.

We will also evaluate documented underground utilities that may influence the conceptual planning.

We will verify information that may not be available on the original drawings. This field information will be transposed onto the CAD generated floor and site plans that will serve as the basis for our survey.

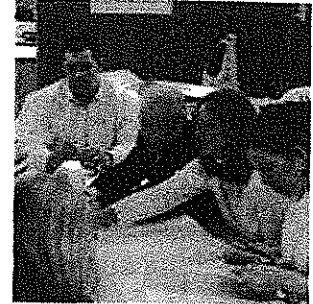
A few of the codes on which we will be basing our reviews are:

- 2009 IECC with CT Amendments
- 2005 and 2009 Connecticut Building Code Supplement
- 2005 Connecticut State Fire Safety Code (CT Regulations) & 2009 Supplement
- 2003 International Building Code
- ICC/ANSI A117.1 – 2003
- 2003 International Existing Building Code
- 2003 International Plumbing Code
- 2003 International Mechanical Code
- 2009 International Energy Conservation Code
- 2011 NFPA 70 National Electrical Code
- 2003 International Fire Code
- 2003 NFPA 101 – Life Safety Code
- 2003 NFPA 1 – Uniform Fire Code
- 1973 Uniform Federal Accessibility Standards (UFAS) Section 504, Rehabilitation Act of 1973
- 2009 Connecticut Public Health Code
- 1996 Connecticut O.S.H.A. Regulations - Title 29 Dept of Labor
- Americans with Disabilities Act
 - 2010 ADA Standards for Accessibility Design
 - Title I Employment
 - Title II Government Facilities

A visual inspection of the fire house will be conducted to identify suspect ACBM and the potential for LBP on building components. The visual inspection will be limited to only those materials that are visible and accessible at the time of the inspection. The locations and quantities of these materials will be documented to support development of sampling plans.

Planning Phase

1. We will initiate the project with Town and Fire/EMS Department staff to review the preliminary program and explore development details further.
2. We will seek information on facility needs, use patterns, volume, training, scheduling, diversity and use of facilities, furniture and equipment particulars, kitchen space requirements, use patterns, community use, etc.
3. We will prepare a programming summary and report that details the space requirements of the project. See a sample below:



SAMPLE PROGRAM ANALYSIS			
Volunteer Ambulance Service			
Program Space	Client SF	Proposed SF	Comments
1 4 Apparatus Bays (156'w x39' h)	2854	2560	1 should be indoor wash bay
2 Gear Locker Area	270	286	AEDs, jump kits, uniform/tumouts, PPEs
3 Bulk Storage	160	160	supplies for ambulance, support equipment
4 Vehicle maintenance supply storage	x		space for rolling toolbox, 3-ton floor jack (1ft wide), 4 jack stands. Closet to hold solvents/fluids, spare parts
5 Personnel/Equipment Decon		130	
6 Day/Ready Room	500	70	Adjacent to bays with outside access
7 Kitchen/Kitchenette	x	500	accommodate 5 - 6 persons
8 Bulk Storage	160	140	see above
9 Bunk space	x	300	3 rooms, ea with 2 bunk beds and small desk/chair, to accommodate total of 6 persons
10 Chiefs office	168	168	
11 Cap Chief office	145	144	
12 Secretary/Treasurer/Billing Office	310	335	accommodate 3 desks. Needs closet for HIPAA-compliant document storage
13 Shared Coordinators Office	168	145	
14 Restrooms, 1 ea M/F	x	266	include shower
15 Janitor Closet	x	42	
16 Oxygen Storage	x	95	adjacent to apparatus with separate entry
	4741	5341	sub total sqft
Program Space			
Program Space	SQFT	Comments	
1 6 Existing Apparatus Bays (650 sf ea)	3723	3600 (6) at 600 SF ea	
2 4 New Large Apparatus Bays (700 sf ea)	1796	2800 (4) at 700 SF each - 18' wide	
3 Watch/Dispatch Room	146	150	
4 Gear locker Area			intended for turnout gear if left at station. Could be in gear wash area if size accommodates this.
5 Bulk Storage	x	228	
6 Apparatus Storage	111	140	For extra tires, chains, foam.
7 Hose Drying/Storage			Need to accommodate (70) 50' lengths of hose for drying plus storage. 150 is too small.
8 Mechanics / Engineers Work Room	199	200	Must be adjacent to bays
9 Mechanics / Engineers Store Room	200	200	Adjacent to 9 above, adjacent to bays
10 Quartermaster/Supply Room	300	350	Ideally near gear wash area
11 Day/Ready Room		485	should accommodate 20 persons
12 Kitchen	200	120	placed off day room
13 Pantry	x		see above
14 Bunk space	x	300	2 sets of 2 beds each to accommodate 4 persons
15 Misc storage	205	180	two rooms (72x108= 180 SF)
16 Fire Chief Office	147	155	
17 Asst Fire Chief Office	212	208	
18 Secretary/Treasurer Office	x	208	minimum 200 sq ft
19 Janitor Closet	40	80	plug DH
	7278	9739	sub total sqft
Combined/Shared Space			
Program Space	SQFT	Comments	
1 SCBA Tank Storage (Fire)	x	186	Close proximity to bays. Fill station/cascade includes compressor approx 4' x 6'. Shared space depends on location in floorplan. Min. of 150 sq ft.
2 Flammable storage	70	70	
3 Commercial Kitchen	345	400	Connected to Training/EOC
4 Pantry	112	85	
5 Training/EOC Storage	198	215	adjacent to EOC/multifunction room 2nd floor

Site Evaluation

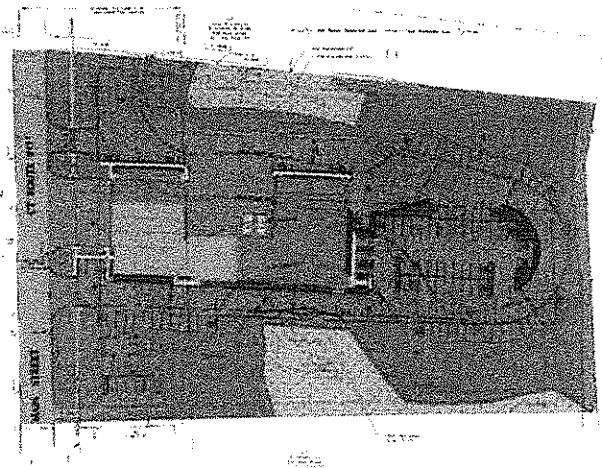
	100	may need to eliminate in favor of 1 ea on both ends
	66	of existing
	232	220, assigned sq footage size seems large
	366	350 New building
	201	180 Existing building
	423	435
	347	356
	169	70
	165	70
	128	Assigned sq footage too small. Approx 160 sq ft needed. Will need AC, air handling, houses, computer server and backup, more
	494	190 transfer to separate location?
	372	500 Contents to be determined
	100	365
	112	Tables, paper, batteries, chargers, work space
	220	Commercial unit for uniforms, and domestic unit if needed. Will need AC, air handling, houses, computer server and backup, more
	215	Shops/Tools/Equipment with bike items
	400	located on 2nd floor near multi-function room
	3809	4707 Sub Total sqft
Comments		
	2600	Multi-Purpose Training Room With Room Separate
	400	2700 Orders
	200	17 - 6 persons, 2 work stations (if achieved)
	200	450 Accessible to EOC
	200	215 also listed under "Combined/Shared space"
	372	"Shops" at 2nd floor. Increased space above "Bike room" recommendation for size requirement. Shared by EMS/Fire/EM-EOC
	103	Conference Room needs to be accessible from EOC and 1st/floor.
	103	154
	3888	4156 Sub Total sqft
Small Scheme		
	250	150
	100	100
	100	30
	80	31
	100	240
	630	
	120	140
	160	see above
	100	65
	80	80
	300	160
	50	
	100	40
	50	110
	60	see above
	540	1027

Shower and Locker Room	60	see above
	540	1027

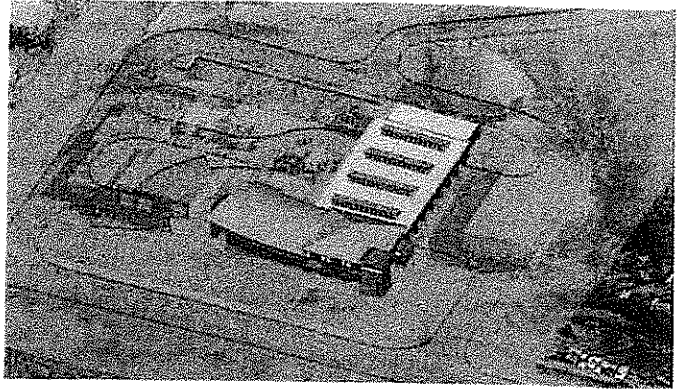
4. Our team will field investigate the existing conditions of the proposed site(s), including existing utility systems, if any, and site conditions that are scheduled to remain. Silver / Petrucelli has previous documentation on proposed sites from our work on the Highway Garage.
5. Existing documents will be obtained from the Town and other sources which will serve as the basis for further field investigation by our architects and engineers.
6. We will meet with the Fire Marshal, Building Official and Health Department to confirm any current violations or concerns that they may have.
7. The existing site conditions at the site(s) including topography, neighboring properties, traffic pattern and flow, unique micro-climate influences and utilities will be evaluated, both for optimum operational efficiency and for the utilities ability to meet the facility's needs as well as anticipating their life expectancy and ability to meet expanding service needs.
8. All of our graphic work will be developed on multiple layer CAD plans that we will enter into our CAD systems. Three dimensional models may be produced using BIM if required.
9. Our findings will be photographed and documented on base plans.

Conceptual Design, Cost Estimate and Schedule

1. We will prepare preliminary alternative layouts, including plans, elevations and site plans of critical design elements including the staff quarters, offices and locker layouts for your review and comment. Accessibility details will be developed during this stage, including the requirements of the Americans with Disabilities Act (ADA).
2. Several preliminary plans and elevations will serve as the basis for discussing alternative methods of meeting anticipated needs, either by space modifications or adjacencies. The most feasible alternative will be further revised, developed and tested to determine if that method is the most effective in meeting program requirements.
3. We will work with the Town and Fire/EMS Department staff to finalize Preliminary Site Plans. This will likely consist of developing several different alternatives, which explore layout, access, and basic site engineering.
4. Our findings will be reviewed with the team to assure that all of the required space and equipment requirements have been accommodated in the schematic design documents. Unique details, such as shelving standards, glazing areas of doors and other features will be reviewed.
5. We will work with the public utility companies to optimize energy efficiency rebates and incentives (if any are available) for lighting and mechanical installations anticipated for this project. Furthermore, we will conduct energy modeling of the various M/E/P system options that will be developed during the course of the work, utilizing our in-house software that conforms with State and Federal grant programs. We will also evaluate the potential to adapt geothermal and other alternative energy sources to any proposed construction.



6. We will produce several solutions, plans and elevations for the Town and Fire/EMS Department's review and comment, as it is typical that numerous options are explored for program efficiency, appropriateness as well as constructability and cost efficiency. These design review meetings are held frequently and often (at times, weekly) with the team so that issues that are carried over from prior weeks are fresh in everyone's minds and are therefore efficiently applied to subsequent design solutions.



The Conceptual Design submission will include the following:

- Conceptual site layout, defining the locations of primary site improvements.
 - Conceptual depiction of landscape enhancements such as plantings, lighting, signage, etc.
 - Design narrative, environmental findings, including Town approval submission requirements, and preliminary approval schedule.
7. We will review and reconcile conceptual cost estimates to assist you in your review of the project.

FEE PROPOSAL & FEE QUALIFICATIONS

Silver / Petrucelli + Associates proposes a lump sum fee of **\$13,500** for this project.

Facilities Condition Survey	\$11,100.00
Draft Report	\$ 1,500.00
Final Report	\$ 900.00
TOTAL	<u>\$13,500.00</u>

These fees listed include most customary expenses, including travel, CAD services, long distance phone calls and delivery service.

Any additional services that you may require during the project can be compensated on a hourly cost plus basis, in accordance with the attached "Standard Hourly Rate Schedule". If the scope is well defined, a mutually agreeable fixed fee can be negotiated.

SERVICES NOT INCLUDED

We are capable of providing a wide range of additional services should you require the assistance, or should the project scope be revised. These services include:

- Construction Documents, Bid or Construction Administration Services
- Civil Engineering Services
- Environmental testing, design and construction administration phase services
- Development of elevations, perspective renderings or models
- Printing of Progress or Presentation Documents (quantities unknown)
- Structural engineering services.
- Formal Planning and Zoning Commission hearings
- Geotechnical engineering or soil boring/sampling services
- Three-dimensional models or renderings
- Referendum or funding marketing services, brochure development or graphics
- Furniture design or specification services
- Life Cycle Cost Analysis Services
- Offsite or Traffic engineering services

Exhibit "D" (Loose)

SILVER / PETRUCELLI + ASSOCIATES

Architects / Engineers / Interior Designers
3190 Whitney Avenue, Hamden, CT 06518-2340
Tel: 203 230 9007 Fax: 203 230 8247
silverpetrucelli.com



STANDARD HOURLY RATES

2016

<u>Personnel</u>	<u>Hourly Rate</u>
Principal/Project Manager	\$186
Principal/Project Architect	\$173
Principal Civil Engineer	\$191
Principal M/E Engineer	\$186
Principal Structural Engineer	\$160
Sr. Structural Project Engineer	\$133
Sr. Project Engineer/Manager	\$163
Civil Engineer	\$133
Interior Designer	\$107
Landscape Architect	\$174
Construction Administrator/Building Official/Fire Marshal	\$121
Architectural Designer/Job Captain /Specification Writer	\$116
Project Engineer	\$107
Civil CADD Operator	\$96
Engineering Designer	\$100
Architectural Draftsperson	\$94
Clerical/Word Processing	\$80