

# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

## Board of Selectmen Regular Meeting Agenda Thursday, March 15, 2012 Colchester Town Hall

Meeting Room 1 – 7:00pm

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the March 1, 2012 Regular Board of Selectmen Meeting
4. Citizen's Comments
5. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
  - a. Planning & Zoning Commission. Member or Alternate Appointment. David Wasniewski was interviewed on 03/01/2012.
6. Budget Transfers
7. Tax Refunds & Rebates
8. Presentation by Colchester Police Department on Recent Operations
9. Discussion and Possible Action on EDC Recommendation for CT Chung Do Kwan, LLC CTIP Application
10. Discussion and Possible Action on Creation of New Voting District and Call of Town Meeting
11. Discussion and Possible Action Sponsorship Opportunities for Hershey Track & Field Meet, Summer Concert Series, and 57 Fest
12. Discussion and Possible Action on Sports League Endorsement Policy
13. Discussion and Possible Action on Agriculture Viability Grant
14. Discussion and Possible Action on Architect Selection for Schematic Design on WJJMS Project
15. Discussion and Possible Action on Municipal Employees Union "Independent" Local 506, SEIU, AFL-CIO, CLC (Administrators) Contract
16. Discussion and Possible Action on Director of Operations Job Description
17. Discussion and Possible Action on Personnel Policy
  - a. Section I, pages 1 - 7 (3<sup>rd</sup> Reading)
  - b. Section II, pages 7 - 14 (2<sup>nd</sup> Reading)

NANCY A. BRAY  
TOWN CLERK

*Nancy A. Bray*

2012 MAR 13 PM 2:32

RECEIVED  
COLCHESTER, CT

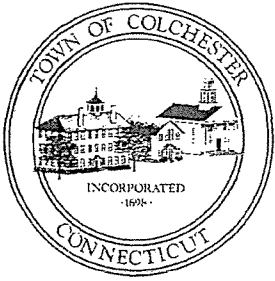
18. Citizen's Comments

19. First Selectman's Report

20. Liaison Report

21. Executive Session to Discuss Potential Land Acquisition

22. Adjourn



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

**Board of Selectmen Regular Meeting Minutes  
Thursday, March 1 2012  
Colchester Town Hall**

**Meeting Room 1 – 7:00pm**

HANCY A. BRAY  
TOWN CLERK

*Hancy A. Bray*

2012 MAR -2 PM 2:29

RECEIVED  
COLCHESTER, CT

**MEMBERS PRESENT:** First Selectman Gregg Schuster, Selectman James Ford, Selectman Stan Soby, and Selectman Rosemary Coyle

**MEMBERS ABSENT:** Selectman Greg Cordova

**OTHERS PRESENT:** Derrik Kennedy, Walter Cox, Patti White, Dot Mrowka, James Paggioli, Art Shilosky, Ron Tarlov, Town Attorney Pat McHale, Ryan Blessing, and other citizens.

**1. Call to Order**

First Selectman G. Schuster called the meeting to order at 7:00 p.m.

**2. Additions to the Agenda**

None.

**3. Approve Minutes of the February 18, 2012 Regular Board of Selectmen Meeting**

R. Coyle moved to approve the minutes of the February 18, 2012 Regular Board of Selectmen meeting with a correction under "Liaison Report, Planning & Zoning – 'subdivision' should read 're-subdivision'," seconded by S. Soby. Unanimously approved. MOTION CARRIED.

**4. Citizen's Comments**

D. Dander commented on the selection process for the architect for the WJJMS school and senior center project.

**5. Boards and Commissions – Interviews and/or Possible Appointments and Resignations**

**a. Planning & Zoning Commission. Member or Alternate Appointment. David Wasniewski to be interviewed.**

David Wasniewski was interviewed.

**6. Budget Transfers**

None.

**7. Tax Refunds & Rebates**

R. Coyle moved to approve tax refunds in the amount of \$36.71 to Tracey Bohuslaw, \$2,992.14 to Clayton & Laura Brown, \$21.31 to Alan Solek, \$6.47 to Tadeudz Drazewski, and \$106.87 to Tadeudz Drazewski; seconded by S. Soby. Unanimously approved. MOTION CARRIED.

**8. Discussion and Possible Action on FY 2012 Emergency Management Performance Grant Program**

S. Soby moved to approve the 2012 EMPG grant application and authorize the First Selectman to sign all necessary documents, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

**9. Discussion and Possible Action for State Matching Grant Program for Elderly and Disabled Demand Responsive Transportation**

R. Coyle moved the resolution that the Board of Selectmen for the Town of Colchester hereby authorize the First Selectman, Gregg Schuster, to negotiate and execute all necessary Agreement/Contract documents on behalf of the Town of Colchester with the Department of Transportation of the State of Connecticut and to affix the corporate seal, seconded by J. Ford. Unanimously approved. MOTION CARRIED.

**10. Discussion and Possible Action on Architect Selection for Schematic Design on WJJMS Project**

The Board discussed a change in the State Statute regarding purchasing to allow Towns to consider other factors when selecting architectural services and that the Town is adhering to State law, provisions of the Town referendum, the hard work of the Building Committee, and the selection process. Building Committee Chairman T. Tyler commented on the selection process and scoring matrices. The First Selectman will ask the Town Attorney to look at the selection process and relevant State Statutes. No action taken.

**11. Discussion and Possible Action on Personnel Policy**

Board discussed changes to Personnel Policy. No action taken.

**12. Discussion and Possible Action on FY 2012-2013 Budget**

G. Schuster thanked staff for their hard work throughout the budget process and its compilation then gave a brief overview of the proposed budget's revenues and expenditures. No action taken.

**13. Citizen's Comments**

D. Wykoff commented on information that was supposed to be provided by the police commission, but never was and questioned why the Town is funding another police officer when teachers are being laid off.

D. Dander commented on Building Committee short-list for architects and the selection process.

**14. First Selectman's Report**

First Selectman G. Schuster reported that last week's drug sweep at Bacon Academy by the Colchester Police and the State Police resulted in four arrests, the Town of Hebron is considering leaving KX Dispatch which could increase the budget on Colchester's end in the future, and pending legislation of Town concern.

**15. Liaison Report**

G. Schuster read a statement for G. Cordova regarding the Board of Education, which is attached.

S. Soby reported that the Agriculture Commission had a presentation from the executive director of the Connecticut Farm Bureau regarding farmland preservation and the Town is in good position to take advantage of such recognition.

**16. Executive Session to Discuss Negotiations with Colchester Firefighters Union, UPPFA, IAFF, Local #3831**

S. Soby moved to enter into executive session to discuss negotiations with the Colchester Firefighters Union, UPPFA, IAFF, Local #3831, and invite Town Attorney Pat McHale and Fire Chief Walter Cox, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

**17. Executive Session to Discuss Municipal Employees Union, Local 506, SEIU, AFL-CIO, CLC (Town Administrators) Contract**

S. Soby moved to enter into executive session to discuss Municipal Employees Union, Local 506, SEIU, AFL-CIO, CLC contract, and invite Town Attorney Pat McHale and Fire Chief Walter Cox, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

Entered into executive session at 9:24 p.m.  
Exited from executive session at 9:41 p.m.

**18. Discussion and Possible Action on Municipal Employees Union, Local 506, SEIU, AFL-CIO, CLC (Town Administrators) Contract**

No action taken.

**19. Adjourn**

S. Soby moved to adjourn at 9:42 p.m., seconded by J. Ford. Unanimously approved. MOTION CARRIED.

Respectfully submitted,



Derrick M. Kennedy  
Executive Assistant to the First Selectman

Attachments:

- Information received by the Board from D. Dander
- Liaison report from G. Cordova

## Results by Ranking Categories Used in Selection Process

(For each of the four highest scoring Architectural Firms that were deemed to have met all the qualifications, earning them interviews.)

Highlighting Denotes Winner in Category	Objective Criteria				Subjective Criteria
		Bid Price	RFQ Evaluation From Matrix Total Points By Criteria		
1 <sup>st</sup> 2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup>					
Jacunski-Humes Architects	4 <sup>th</sup>	\$ 57,100	4 <sup>th</sup>	40.80	Tied for 3 <sup>rd</sup>
Lawrence Associates	1 <sup>st</sup>	\$ 24,500	2 <sup>nd</sup>	41.80	2 <sup>nd</sup>
Silver-Petrucci + Associates	3 <sup>rd</sup>	\$ 51,000	1 <sup>st</sup>	43.20	Tied for 3 <sup>rd</sup>
Tecton Architects	2 <sup>nd</sup>	\$ 32,500	3 <sup>rd</sup>	41.00	1 <sup>st</sup>

### Comparison of Results by Categories for

The Recommended Firm, "Tecton" and "The Lawrence Associates"

Highlighting Denotes Winner in Category	Objective Criteria				Subjective Criteria
		Bid Price	RFQ Evaluation From Matrix Total Points By Criteria		
1 <sup>st</sup> 2 <sup>nd</sup>					
Lawrence Associates	1 <sup>st</sup>	\$ 24,500	1 <sup>st</sup>	41.80	2 <sup>nd</sup>
Tecton Architects	2 <sup>nd</sup>	\$ 32,500	2 <sup>nd</sup>	41.00	1 <sup>st</sup>

# TOWN OF COLCHESTER, COLCHESTER PURCHASING POLICY

## SECTION B PROCEDURES FOR REQUEST FOR PROPOSAL/COMPETITIVE BID

### 4. BID OPENING & AWARD

All bids, and bid security if applicable, must be submitted to the Purchasing Agent in sealed envelopes and show on the face of the envelope the bid number, the title of the bid, and the bidder's name. All envelopes will be date and time stamped as received.

At the date and time stated in the legal notice, all bids will be opened in public, read aloud (vendor name and bid amount only) and recorded. No bids shall be accepted or opened that were not submitted in compliance with the procedures set forth in the notice advertising the bid.

The award shall be made to the bidder whose bid meets the requirements, terms and conditions contained in the bid specifications, **and is the lowest** among those bidders possessing the skill, ability, and integrity necessary for faithful performance of the work based on objective criteria considering past performance and financial responsibility (the "Lowest Responsible Qualified Bidder"). Bid award is not based solely on the lowest fee proposal submitted, but includes all other considerations listed below in "Lowest Responsible Qualified Bidder."

Within a reasonable time following the bid opening, the bids will be reviewed in detail by the department head/school administrators and Purchasing Agent to ensure the apparent low bidder meets all specifications of the "Lowest Responsible Qualified Bidder." If this bidder does not meet the specifications, or is not judged responsible, the next lowest bidder's bid will be reviewed for compliance with the specifications. The foregoing process will be followed until the Lowest Responsible Qualified Bidder is found.

In determining the Lowest Responsible Qualified Bidder, the following criteria will be considered, as applicable:

- The ability and capacity of the bidder to perform the work based on an evaluation of the character, integrity, reputation, and experience of the bidder. Consideration shall be given to previous work performed by the bidder for the Town or the Board of Education or for other agencies, including the quality and degree of satisfaction with the work performed.
- The financial resources of the bidder and the bidder's ability to secure any required bonds and/or insurance.
- Compliance by the bidder with all applicable federal, state, and local laws, including any licensing requirements.
- Delivery or completion time.
- **Cost.**
- Involvement in litigation.

## SECTION C PROCEDURES FOR OPTIONAL REQUESTS FOR QUALIFICATION

### 3. EVALUATION & AWARD WHEN REQUEST FOR QUALIFICATION PROCESS IS UTILIZED

At the date and time stated in the notice advertising the bid, all proposals will be opened in public and recorded. No proposals shall be accepted or opened that were not submitted in compliance with the procedures set forth in the notice.


The Purchasing Agent will convene a review panel of not less than three individuals which will rank proposal submissions as follows: experience with similar projects; work approach; work schedule; staff qualifications; ability to meet requirements, terms, and conditions outlined in the RFQ; and firm's resources and stability.

A list of the most qualified firms will be developed. An interview will be conducted with a minimum of the top three qualified firms based on rankings. Fees are not to be taken into consideration as part of this determination.

After determination of the most qualified firms, the panel will open sealed envelopes containing fees. **The panel will recommend a firm based on the ranking combined with the fee** and will notify the Purchasing Agent by memo of its recommendation. The Purchasing Agent will bring the recommendation forward to the Board of Selectmen or Board of Education for approval as required by the Town Charter, State statutes, Board of Education policy, and this policy. A record of all proposals submitted, giving the names of the bidders, the amounts of the bids, and indicating the successful bidder shall be preserved by the Purchasing Agent in accordance with State law.

**Substitute Senate Bill No. 1406**

adopted by the State Board of Education concerning bidding and approval of plans and specifications by the Department of Education's school facilities unit, the town of Middletown may commence a project for fuel cell installation at Middletown High School and shall be eligible to subsequently be considered for a grant commitment from the state, provided plans and specifications have been approved by the Department of Education's school facilities unit. (1) The portion of the project funded from the Connecticut Clean Energy Fund as administered by Connecticut Innovations, Inc. shall not be considered a school building project expense, (2) the incremental costs of construction not funded from said fund that are attributable to the installation of a fuel cell and related equipment and facilities shall be fully eligible school building project costs for purposes of calculating the school building project grant, (3) the wall and resulting area enclosing the fuel cell, and any slab area for an emergency generator, shall be excluded from standard space calculations, and (4) the public request for proposals for alternative energy power sources and generator as conducted shall meet all public bidding requirements and preapproval of plans and specifications. The fuel cell and generator plans and specifications shall not be reviewed by the Department of Education. Connecticut Innovations, Inc. shall certify to the Department of Education that the fuel cell and generator were installed according to industry standards and applicable building and safety codes.

 : Sec. 25. Subsection (b) of section 10-287 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2007*):

(b) All orders and contracts for school building construction receiving state assistance under this chapter, including orders and contracts for architectural or construction management services, shall be awarded to the lowest responsible qualified bidder only after a



The current version of the Connecticut General Statutes Section 10-287:

(b) (1) All orders and contracts for school building construction receiving state assistance under this chapter, except as provided in subdivision (2) of this subsection, shall be awarded to the lowest responsible qualified bidder only after a public invitation to bid, which shall be advertised in a newspaper having circulation in the town in which construction is to take place, except for (A) school building projects for which the town or regional school district is using a state contract pursuant to subsection (d) of section 10-292, and (B) change orders, those contracts or orders costing less than ten thousand dollars and those of an emergency nature, as determined by the Commissioner of Education, in which cases the contractor or vendor may be selected by negotiation, provided no local fiscal regulations, ordinances or charter provisions conflict.

(2) **All orders and contracts for architectural or construction management services shall be awarded from a pool of not more than the four most responsible qualified proposers after a public selection process. Such process shall, at a minimum, involve requests for qualifications, followed by requests for proposals, including fees,** from the proposers meeting the qualifications criteria of the request for qualifications process. Public advertisements shall be required in a newspaper having circulation in the town in which construction is to take place, except for school building projects for which the town or regional school district is using a state contract pursuant to subsection (d) of section 10-292. Following the qualification process, the awarding authority shall evaluate the proposals to determine the four most responsible qualified proposers using those criteria previously listed in the requests for qualifications and requests for proposals for selecting architectural or construction management services specific to the project or school district. **Such evaluation criteria shall include due consideration of the proposer's pricing for the project,** experience with work of similar size and scope as required for the order or contract, organizational and team structure for the order or contract, past performance data, including, but not limited to, adherence to project schedules and project budgets and the number of change orders for projects, the approach to the work required for the contract and documented contract oversight capabilities, and may include criteria specific to the project. **Final selection by the awarding authority** is limited to the pool of the four most responsible qualified proposers and **shall include consideration of all criteria included within the request for proposals.** As used in this subdivision, "most responsible qualified proposer" means the proposer who is qualified by the awarding authority when considering price and the factors necessary for faithful performance of the work based on the criteria and scope of work included in the request for proposals.

Scoring Matrix - Totals of Averages			R	Mosher-Pilon-Nelson Architects	JCJ Architecture	Quisenberry-Arcari Architects	Northeast Collaborative Architects	Jacunski-Humes Architects	Silver-Petrucci + Associates	Preiss/Breismeister	O'Riordan-Migani Architects	Robinson-Green-Beretta	Friar Associates	C.J. Lawler Associates	Drumme-Rosane-Anderson	Lawrence Associates	id3A	Joseph T. Sepot Architects	Tecton Architects
Criteria	Pts.	8		6	5	11.5	4	1	16	15	14	9	13	7	2	10	11.5	3	
A	Demonstrated success on past School Building projects	0 - 5	4.40	4.60	4.20	3.80	4.60	5.00	3.00	3.20	3.40	4.00	4.40	4.40	4.80	3.80	1.20	4.40	
B	Demonstrated success on past Community Center projects	0 - 5	1.20	3.40	4.00	3.20	4.00	2.80	1.60	3.40	2.80	1.80	0.00	2.20	4.00	0.80	1.60	3.80	
C	Demonstrated success on past Senior Center projects	0 - 5	1.80	1.20	4.20	1.00	4.00	4.00	2.20	3.20	2.00	1.00	0.00	3.20	4.00	0.40	3.60	3.60	
D	Ability to commit necessary resources and complete project on-time	0 - 5	3.40	3.80	3.20	2.60	3.40	3.40	3.00	1.60	2.00	2.80	3.20	2.80	3.20	2.80	2.80	3.20	
E	Qualifications / experience of individual personnel	0 - 5	3.60	3.60	3.40	2.80	3.40	3.80	2.60	2.60	3.00	3.60	3.20	3.20	3.80	3.20	3.00	3.40	
F	Qualifications of design team / consultants	0 - 5	3.20	3.40	3.20	2.80	3.60	3.40	2.00	2.40	2.20	3.20	3.20	3.20	3.40	3.00	2.80	3.40	
G	Firm's perception of project requirements	0 - 5	2.80	3.40	3.80	3.60	3.80	3.80	3.20	2.40	2.60	3.60	3.20	4.00	4.20	3.40	2.80	3.80	
H	Innovation/creativity/functional design	0 - 5	3.00	3.20	3.20	2.60	3.20	3.40	2.20	2.40	2.40	3.20	3.20	3.20	3.00	2.80	2.40	3.60	
I	Budget and cost control experience	0 - 5	4.00	4.00	3.60	2.40	4.00	4.80	2.00	3.00	4.00	3.40	3.00	3.80	4.00	4.00	3.80	4.00	
J	Quality assurance / control	0 - 5	4.00	4.00	3.40	2.60	3.80	4.20	2.40	2.40	3.00	3.40	3.40	4.20	4.40	3.80	3.60	4.00	
K	Firm's proposal quality and compliance with RFQ	0 - 5	4.60	4.20	3.80	3.40	3.00	4.60	2.60	2.80	2.60	3.20	3.40	4.00	3.00	3.60	3.20	3.80	
Total of Average Points by Criteria		0 - 55	36.00	38.80	40.00	30.80	40.80	43.20	26.80	29.40	30.00	33.20	30.20	38.20	41.80	31.60	30.80	41.00	

5

**Regular Meeting, January 26, 2011 - 7:00 PM**

Members Present: Thomas Tyler, Anthony Tarnowski, Joseph DeLucia, Joseph Ruiz

Members Absent: Paul Picard, Pam Scheibelein

Others Present: Director of Facilities Greg Plunkett, Board of Selectman Jim Ford, Senior Center Director Patti White, Senior Center Liaison Goldie Liverant, John Malsbenden, Irene Malsbenden, Tracy Butterick

Item 5

- Discussion and possible action on determining architects to be interviewed: After reviewing the 16 submitted RFQs, the average of individual members scoring using the matrix approved at the last meeting, were totaled. (see attached) The following four architects scored the highest: Silver- Petrucelli and Associates, Lawrence Associates, Tecton Architects, Jacunski – Humes Architects. Members discussed the results and were in agreement that the four architects that scored the highest meet all qualifications.

Item 6

- Establish questioned to be used during architect interviews: Questions to be used during the interview process were discussed and categorized.

Item 7

- Finalize interview process. Architects will be asked to bring the RFP in a sealed envelope which will not be opened until after interviews have been completed. A matrix, similar to that used to select the architects to be interviewed, will be developed to use during the interviews.

**Special Meeting, February 1, 2012 - 7:00 PM**

Members Present: Thomas Tyler, Anthony Tarnowski, Joseph DeLucia, Joseph Ruiz, Paul Picard

Members Absent: Pam Scheibelein

Item 3

- Finalize questions for Architect interview process: Questions to be asked to interviewing architects were finalized.

**Special Meeting, February 6, 2012 – 6:30 PM**

Members Present: Thomas Tyler, Anthony Tarnowski, Joseph DeLucia, Joseph Ruiz, Paul Picard,

Members Absent: Pam Scheibelein

- Tecton Architects was interviewed.
- The Lawrence Associates was interviewed

**Regular Meeting, February 9, 2012 - 7:00 PM**

Members Present: Thomas Tyler, Anthony Tarnowski, Joseph DeLucia, Joseph Ruiz, Paul Picard, Pam Scheibelein

Item 5

- Committee members evaluated architects based on interviews and qualifications.
- After a lengthy discussion and the opening of sealed bids A. Tarnowski motioned to request the Board of Selectman to authorize the signing of any and all contracts with Tecton Architects, Inc for the sum of \$32,500 for the purpose of developing schematic drawings and cost estimates for the Colchester Senior Center Community Center, Middle School building project, seconded by J. Ruiz. Vote was unanimous. MOTION CARRIED.

**Senior Center, Community Center, Middle School  
Building Committee  
Architect Interview Questions  
February 6 and 7, 2012**

1. There are several different, yet equally important components of this project (school, senior center, community center,). How does your firm propose integrating these elements into one cohesive project?
  
2. Due to the complexity of the project, what approach will you utilize to identify the unique challenges including phasing and minimizing impact on the school and how will you propose to meet and resolve those challenges in a timely manner?
  
3. Discuss your experience and success with funding mechanisms and requirements for maximum reimbursement for schools, senior centers and community centers.
  
4. Discuss your ideas to support the Town in implementing a multi-faceted communication program to help ensure referendum success.
  
5. Describe something that went "wrong" with a recent project and how your firm worked to find a solution.
  
6. Do you utilize a web site based management program for design and construction? If so, what is the program and explain how it works and what access the building committee will have to the site.

**From:** David Dander [mailto:ddander@sbcglobal.net]  
**Sent:** Thursday, March 01, 2012 9:12 AM  
**To:** Greg Plunkett; Thomas Tyler; gplunkett@colchesterct.gov  
**Cc:** Derrick Kennedy  
**Subject:** Repeated request for information

Mr. Plunkett,

Thank you for providing the questions the building committee used to evaluate the architects during the interviews. I have also asked (*repeatedly*) for the method that each building committee member used to translate the architect's performance during each 45 minute interview into the rankings of 1- 4. **See highlighting below.**

On the surface, it looks like it was a very subjective process when you consider the variation in scoring by individual building committee members. The most glaring example of this is with the rankings given to Silver-Petrucelli and Associates. They were the highest ranking of "1" from one building committee member while receiving the lowest ranking of "4" from three other building committee members. It's almost like they were at different interviews.

Almost as glaring is the disparity of rankings given to the Lawrence Associates. They received "2's" from two building committee members while receiving the lowest score of a "4" from another building committee member.

"Could you please provide me with the criteria used to evaluate the four shortlisted architectural firms (*based on their interviews*) together with **how each building committee member scored using that criteria.**"

I'm simply trying understand the process used.

Thanks again for you attention to my request for information.

Sincerely,

Dave Dander

Thu, March 1, 2012 2:23:27 PM

RE: Repeated request for information

From: Greg Plunkett <gplunkett@colchesterct.org>

[View Contact](#)

To: David Dander <ddander@sbcglobal.net>; Thomas Tyler <jtyler2@sbcglobal.net>; gplunkett@colchesterct.gov

Cc: Derrick Kennedy <dkennedy@colchesterct.gov>

Dave, I'm not sure I can provide you with any additional information. Each committee member ranked the four finalists based in their interview. There are no other documents that were used. Please feel free to call.

Gregory J. Plunkett  
Director of Facilities, Operations and Grounds  
Town of Colchester  
Colchester Public Schools

8

## Building Committee's Matrix

Scoring Matrix		J a c u n s k i - H u m e s A r c h i t e c t s	S i l v e r - P e t r u c c h i + A s s o c i a t e s	L a w r e n c e A s s o c i a t e s	T e c t o n A r c h i t e c t s
Colchester Community Center William J. Johnston Middle School Architect Selection RFQ # 2011-21					
J. DELUCIA		2	4	3	1
P. PICARD		3	4	2	1
J. RUIZ		3	2	4	1
T. TARNOWSKI		3	4	2	1
T. TYLER		4	1	3	2
Total Points		15	15	14	6

## Building Committee's Matrix With Scoring Key Using 1 = Highest Score 4 = Lowest Score

Scoring Matrix		J a c u n s k i - H u m e s A r c h i t e c t s	S i l v e r - P e t r u c c h i + A s s o c i a t e s	L a w r e n c e A s s o c i a t e s	T e c t o n A r c h i t e c t s
Colchester Community Center William J. Johnston Middle School Architect Selection RFQ # 2011-21					
Key: 1 Point = Highest Score 2 Points = Medium High 3 Points = Medium Low 4 Points = Lowest score  Best possible Score = 5 Worst Possible Score = 20					
J. Delucia		2	4	3	1
P. Picard		3	4	2	1
J. Ruiz		3	2	4	1
T. Tarnowski		3	4	2	1
T. Tyler		4	1	3	2
Total Points		15	15	14	6

## Matrix Using 4 = Highest Score 1 = Lowest Score

Scoring Matrix		J a c u n s k i - H u m e s A r c h i t e c t s	S i l v e r - P e t r u c c h i + A s s o c i a t e s	L a w r e n c e A s s o c i a t e s	T e c t o n A r c h i t e c t s
Colchester Community Center William J. Johnston Middle School Architect Selection RFQ # 2011-21					
Key: 4 Point = Highest Score 3 Points = Medium High 2 Points = Medium Low 1 Points = Lowest score  Best possible Score = 20 Worst Possible Score = 5					
J. Delucia		3	1	2	4
P. Picard		2	1	3	4
J. Ruiz		2	3	1	4
T. Tarnowski		2	1	3	4
T. Tyler		1	4	2	3
Total Points		10	10	11	19

## Matrix Using A or 95% = Highest Score D or 65% = Lowest Score

Scoring Matrix		J a c u n s k i - H u m e s A r c h i t e c t s	S i l v e r - P e t r u c c h i + A s s o c i a t e s	L a w r e n c e A s s o c i a t e s	T e c t o n A r c h i t e c t s
Colchester Community Center William J. Johnston Middle School Architect Selection RFQ # 2011-21					
Key: A 95% = Highest Score B 85% = Medium High C 75% = Medium Low D 65% = Lowest score  Best Possible Average Score = A 95% Worst Possible Average Score = D 65%					
J. Delucia		B 85%	D 65%	C 75%	A 95%
P. Picard		C 75%	D 65%	B 85%	A 95%
J. Ruiz		C 75%	B 85%	D 65%	A 95%
T. Tarnowski		C 75%	D 65%	B 85%	A 95%
T. Tyler		D 65%	A 95%	C 75%	B 85%
Total Points		C 75%	C 75%	C- 77%	A- 93%

On 2/18/2012 12:41 PM, David Dander wrote:

Hi Jim,

I hope things are well with you. I'm contacting you with a concern and I've also contacted Rosemary. As you know, the building committee for WJJMS opted not to choose the Lawrence Associates, but instead chose Tecton Architects. The Lawrence Associates were \$8,000 less than Tecton Architects. I find this troubling and curious on a couple of fronts.

First, the Lawrence Associates has a long and positive relationship with Colchester. Having served on two building committees, the one for Jack Jackter and also for CES, I've had 10+ years time to work with and know Anwar Hossain from the Lawrence Associates. I believe that his firm is definitely qualified.

Secondly, it would appear that the building committee may not be following the law. Specifically, Public Act 07-249, Substitute Senate Bill No. 1406 states the following: "All orders and contracts for school building construction, including architectural services, must be awarded to the lowest responsible qualified bidder." I've attached an excerpt from this Bill for your convenience.

By virtue of being included on the building committee's short list of architectural firms, the building committee deemed the Lawrence Associates qualified. In fact, you were at the meeting of the building committee on January 26 when, according to the minutes of that meeting, they determined exactly that. So why didn't they get recommended as the firm of choice?

Thanks,  
Dave Dander

**Re: A Hello and a concern**

Mon, February 20, 2012 8:02:32 PM

From: James Ford <ford\_james\_w@sbcglobal.net>

To: David Dander <ddander@sbcglobal.net>

Cc: Gregg Schuster <gschuster@colchesterct.gov>; Stan Soby <soby@sbcglobal.net>;

Rosemary Coyle <rosemarycoyle@sbcglobal.net>; Greg Cordova <gecordova@comcast.net>

Hello Dave;

I understand the Building Committee used a Quality Based Selection system (QBS) which is approved by the State and recognized in the section of the statute you attached to your email. I was only at one meeting of the Committee and was very impressed with their diligence and process which they undertook to examine the 16 submissions that they received. At that meeting I did comment to the Committee how important it was that they feel comfortable with the firm they chose and how important the interviews were for that purpose.

The committee to my knowledge interviewed four firms and Lawrence Associates was one of those firms. I believe the Building Committee has conducted an exhaustive effort and considered all firms on an equal basis.

The selection of professional services in the state statute and our purchasing regulations make price only one consideration. QBS is a system designed to obtain the best result for the project not necessarily the least costly. I have confidence in the Committee decision.

Sincerely,

Jim Ford  
Colchester, CT

10

## LIAISON REPORT

### BOARD OF EDUCATION

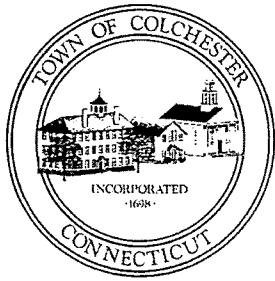
First, they reported on the success of the drug search and seizure that occurred last week. Karen said due to the extensive notifications there were no negative responses from the parents or public at large. Jeff stated that even the students that were found in possession were very courteous with the authorities.

The other major discussion took place over the budget that they are presenting to the BOF next week. There were two major concerns discussed at length. The BA math teacher and Project Oceanography. The board and administrators agreed that the priority would be for teachers if given the opportunity to add something back. There were discussions that portions of the Project O could be factored into the regular curriculum and they would investigate other options including a pay to play field trip.

Thank you,

Greg Cordova





# *Town of Colchester, Connecticut*

127 Norwich Avenue, Colchester, Connecticut 06415

---

Cheryl Hancin

March 7, 2012

TO: Board of Selectman  
FROM: Cheryl Hancin  
RE: Sponsorship Opportunities

Parks and Recreation would like to secure sponsors for the Hershey Track & Field Meet, Summer Concert Series and the 57 Fest.

**Hershey Track and Field Games** on May 24 helps to promote physical fitness, encourage participation, friendship and sportsmanship. The winners in our local meet advance to the state final and the North American Finals.

**Summer Concert Series** to be held on the green on Thursday night starting June 28. The community has come to expect first class entertainment each and every week. The concert series has cultivated a large audience.

**57 Fest** to be held on Sat. Sept 22 brings together families for an afternoon of games, activities, food and entertainment, highlighted by a concert and fireworks display.

## Recommended Motion

Motion to authorize the First Selectman to sign any and all documents related to the Hershey Track & Field Meet, Summer Concert Series, and 57 Fest.





## 35th Annual Hershey Track and Field Games Sponsorship Opportunity

**Event:** Hershey Track and Field Games

**Event Type:** Local Track & Field Championship

**Date:** May 24, 2012

**Location:** Bacon Academy

### **Contact Information:**

Amanda Herzog, Recreation Specialist

Colchester Parks & Recreation

127 Norwich Ave.

Colchester CT 06415

860-537-7297

aherzog@colchesterct.gov

**Participation:** Approx. 250 participants, plus spectators/volunteers

### **Program Description:**

Hershey's Track & Field Games help to promote physical fitness, encourage participation, friendship and sportsmanship. Events will include the 50-meter dash, 100-meter dash, 200-meter dash, 400-meter dash, 800 meter run, 1600 meter run, 4x100 meter relay, standing long jump, and softball throw. Contestants can participate in two field events and one running event or two running events and one field event.

The winners in the local district meet will advance to the state final and possibly the North American Finals.

The Hershey Youth Program has been a national event and now a North American event for the past twenty-nine years. The Hershey Youth Program has involved millions of youngsters from 50 states, the District of Columbia and the 10 provinces and three territories of Canada. It is sponsored by the National Recreation and Parks Association, USA Track & Field, Athletic Canada and by the Hershey Company.

### **Benefits of Sponsorship:**

- Name/logo in press releases, Parks and Recreation website, flyers, mass emails, and other promotional materials
- Opportunity to have table/ booth at the Hershey Track and Field event to hang banners, provide promotional brochures and other handout materials

### **Sponsors/Partnership:**

This year's event will have a maximum of four (4) sponsors. Previous sponsor were Toyota of Colchester.

**Promotional Consideration:** Four (4) sponsors at \$200 each for a total of \$800.00





## 8<sup>th</sup> Annual Colchester 57 Fest Sponsorship Opportunity

**Event:** Colchester 57 Fest

**Event Type:** Family event focused on healthy activities

**Dates:** Saturday, September 22, 2012 (rain date: Sept. 23); 4:00-8:00pm

**Location:** Recreation Complex, Colchester, CT

**Contact Information:**

Cheryl Hancin, Recreation Manager

Colchester Parks & Recreation

(860) 537-7295 | (888) 468-6093 (fax)

chancin@colchesterct.gov

www.colchesterct.gov

**Expected Participation:** 5,000

**Event Description:**

With the focus of **encouraging families** and community members to lead **active, healthy lifestyles**, this event will bring together families for an afternoon of games, activities, food and entertainment, highlighted by a **concert and fireworks display**. The event will incorporate a mixture of Town departments, youth and adult sports leagues, fraternal/charitable organizations, and local businesses. Aside from food concessions, virtually all activities are **free of charge**.

**Benefits:**

As a **Presenting Sponsor** of the program, your business would be **promoted in all materials** regarding the event. Event marketing will include glossy 11 in. x 17 in. **posters** to be distributed throughout town, **flyers** distributed through schools, **press releases**, the Town **web site**, and more. Additionally, your business would be invited to have a **presence at the event**, including hanging of a **banner** and/or having a **promotional table**. As a **Supporting Sponsor**, your business would be **recognized at the event**, in the official **event program**, and on the **event web site**. There are also opportunities for **“exclusive” sponsorship** of key features of the event, such as the **headline concert**, the **fireworks**, and the **wellness tent**, all of which offer significant, unique sponsor benefits.

**Sponsors:**

The event will have a maximum of eight (8) **Presenting Sponsors** and ten (10) **Supporting Sponsors**, as well as **Media Partners**. **Previous Sponsors** include: Backus Hospital, Curley's, Gano's Power Equipment, Liverant Antiques, Photo Connection, S&S Worldwide, Stop & Shop, Colchester Business Association, Colchester Rotary Club, Colchester Lions Club, Dental Arts of Colchester, Savings Institute Bank & Trust, Funtastic Inflatables, Liberty Bank, Reminder Newspapers, Skyview Realty, Culinary Delights, Willimantic Waste, Colchester Carpet, Casey Chiropractic, AT&T, Zaktec/Zac's Video Games, Advance Auto Parts

**Promotional Consideration:** Presenting Sponsor - \$1,000; Supporting Sponsor - \$250; Exclusive Concert Sponsor - \$5,000; Exclusive Fireworks Sponsor - \$5,000; Exclusive Wellness Tent Sponsor - \$5,000





## Sponsorship Opportunity for 2012 Colchester Summer Concerts on the Green

**Event:** Colchester Summer Concerts on the Green

**Event Type:** Free Family Concerts

**Dates:** 6:00-8:00pm, Thursdays, June 28, July 5, 12, 19, 26 August 2, 2012 (rain dates Aug. 9 & 16)

**Location:** Town Green, Colchester, CT

### Contact Information:

Cheryl Hancin

Colchester Parks & Recreation

(860) 537-7295

(888) 468-6093 (fax)

RecManager@colchesterct.gov

www.colchesterct.gov

**Expected Participation:** 800-1,000 per concert

### Event Description:

Under the direction of Colchester Parks & Recreation, the concert series has cultivated a **large and dedicated audience**. The community has come to expect **first class entertainment** each and every week. In order to **enhance the experience** and make it easier for families to attend, **affordable dinner, concessions and ice cream** are available for sale at each concert.

### Sponsors:

The 2012 series will have one title sponsor and one to two co-sponsors per week. Previous sponsors include: Rockville Bank, Colchester Chevrolet, Noel's Market, Tracy's Tunes, Nathan Liverant and Son Antiques, Skin Deep, Casey Chiropractic, Car Care Performance Center, Valvoline Express Care/Performance Tire, Shore TV & Appliance, Copies Plus, Skyview Realty, State Farm, Sign Professionals, Family Physical Therapy.

### Benefits:

The **Title Sponsor's** name is **part of the official series title** (e.g. Colchester Summer Concerts on the Green sponsored by *Title Sponsor*). The Title Sponsor is **featured at every concert**, and also receives all benefits of a Co-Sponsor.

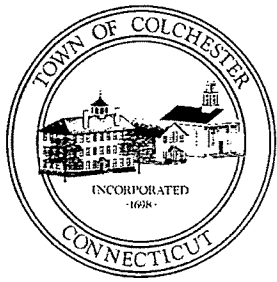
Each **Co-Sponsor** is partnered with one concert of the series, and highlighted alongside the series Title Sponsor. **Co-Sponsors** are also **listed on all promotional media**, for their particular concert, including posters, flyers, web sites, press releases, mass emails, pre-movie "slides", department brochures, event signage, souvenir programs, on-stage recognition, etc. **Co-Sponsors** would also have opportunities for **onsite "sampling"** and **signage** at their concert.

### Promotional Consideration:

Title Sponsor - \$6,000; Co-Sponsor - \$1,000 (\$500 each if shared)







# *Town of Colchester, Connecticut*

127 Norwich Avenue, Colchester, Connecticut 06415

---

Cheryl Hancin

March 7, 2012

TO: Board of Selectman  
FROM: Cheryl Hancin  
RE: Endorsement Policies- Sport Leagues

The Recreation Commission has revised and approved the Endorsement Policy for the Sport Leagues. The changes were the following:

- *Initial* NYSCA certification of all coaches. (youth sports only). The word “*Initial*” was added as coaches are no longer required to have NYSCA coaches training every. All Youth sports leagues require their own sport specific training every year.
- PRC member *may* serve as liaison to endorsed league. In the past it read “PRC members *will* serve.

## Recommended Motion

Motion to accept the revised Endorsement Policy.



**Colchester Parks & Recreation  
Sport League Endorsement Policy**

(Approved on March 5,2012 by Parks and Recreation Commission)

**Mission:**

To encourage and promote youth development and adult recreation as the primary goals of community sports programs, and to facilitate the responsible use of fields and facilities.

**Eligibility\*:**

- For youth leagues, at least 75% of league participants must be Colchester residents.
- For adult leagues, at least 50% of league participants must be Colchester residents or taxpayers, or employed in Colchester.
- Established policies that promote proper youth development as primary goal of league. (youth sports only)

\* Endorsed eligibility and requirements are over and above standard field use policies.

**Requirements:**

- Submission of league regular meeting agendas and minutes to the Parks & Recreation Commission through the Department.
- Initial NYSCA certification of all coaches. (youth sports only)
- Background checks of all coaches, and volunteers who have direct contact with children. (youth sports only)

**Benefits:**

- Free use of fields.
- Primary access to field scheduling.

**Procedure for Endorsement:**

- Initial application to Parks & Recreation Commission (PRC).
- Re-approval every 3 years, or sooner if change in league leadership.
- Notarized form acknowledging compliance with all requirements.
- PRC member may serve as liaison to endorsed league.



## MEMORANDUM

**To:** Board of Selectmen

**Cc:** Adam Turner, Economic Development Commission

**From :** Candace Barnes, Economic Development Coordinator

**Date:** 03/14/2012

**Re:** CTIP Recommendation for CT Chung Do Kwan, LLC

---

The Economic Development Commission has considered a CTIP application from CT Chung Do Kwan, LLC (CTCDK). The CTCDK is a martial arts studio currently located in the Homestead Shoppes. The CTCDK Academy has existed in Colchester since 1987 and has gone through a series of expansions over the years always remaining in Colchester. The business owner desires to build their own facility on Parum Road just south of the intersection with RT 85. The proposal would permit CTCDK to host more than one class at a time in an effort to further grow the business.

This applicant has an opportunity to move to an existing building in Hebron for several thousand dollars less per year. This presents an excellent opportunity to use the CTIP for what it was intended for and help preserve a Colchester business as opposed to losing the business to a neighboring town.

After review of the applicant's background materials and interview with the applicant, the EDC finds that consideration of abatement is reasonable based on the applicant meeting the following requirements:

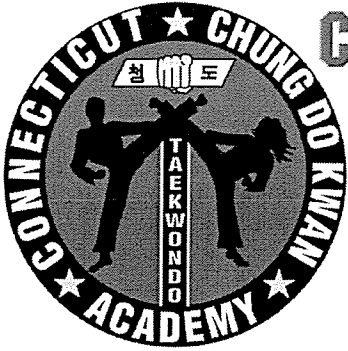
- Demonstrated need for incentive (the business has the opportunity to move into a space in Hebron for ~\$15,000 less per year, but would like to try to stay within Colchester)
- The business has existed in Colchester for 25 years and is providing a positive service to the local community
- Appropriateness of the business to its proposed location (the business location is aligned with the town's wishes to expand business down the Parum Road/Rte 85 corridor)
- Planned use by the business of other Colchester vendors (proposed building would be built by Colchester Construction, LLC).
- Proposed investment amount of \$825,000 allows the EDC to recommend incentives from the following two categories:
  - Invested amount of \$500,000 +, up to two years of incentive of up to 100% of fixed assessment
  - Invested amount of \$25,000 +, up to three years of incentive of up to 50% of fixed assessment.

The following recommendation was approved by the Economic Development Commission in response to the CT Chung Do Kwan, LLC CTIP application at a special meeting on

- 30% of the assessed value of the building for a period of 3 years with the maximum abatement of \$4,000 in any year
- 10% of the assessed value of the building for a period of 2 years, with a maximum abatement of \$1,000 in any one year.

Recommended Motion

Motion to accept the recommendation of the EDC for the applicant CT Chung Do Kwan, LLC for a property on Parum Road and to hold a town meeting to consider the recommendations from the EDC



# CONNECTICUT CHUNG DO KWAN ACADEMY

392 South Main St. \* Colchester, CT 06415 \* (860) 537-6333  
231 Merrow Rd. \* Tolland, CT 06084 \* (860) 870-9157 \* [ctcdk@comcast.net](mailto:ctcdk@comcast.net)

March 7, 2012

To Economic Development Committee - Colchester CT,

This letter is to answer questions put forth by the Economic Development Committee in reference to the application for a tax abatement submitted by David & Judith Turgeon owners of the CT Chung Do Kwan Academy, 392 South Main St. Colchester. I hope to expand on information needed for the decision of the tax relief for the construction of a new building to house the CT Chung Do Kwan Taekwondo School proposed on Parum Rd.

**Background** – The CTCDK has been in business in Colchester since 1987. Over the past 24 years it has seen positive growth and acceptance within the Colchester community. Doors opened in September of 1987 in a 600 sq. ft. location on Lebanon Ave with only 10 students. The Taekwondo School took about three years to build its student base to a size that outgrew the space it was in and in 1990 moved to the Homestead Shoppes plaza on the lower level in a 2000 sq. ft. space. There the school thrived and cemented its reputation as a community asset through constant participation in town activities such as the Tag Sale on the Green, the annual Memorial Day Parade, The 57 Fest and various demonstrations for town groups such as CASTLE, boy scout and girl scout troops. By 2000 the CTCDK reached another point of expansion and was able to move to its current location on the upper level of the Homestead Shoppes in a 4000 sq. ft. facility. With each move the CTCDK has seen positive growth and has been able to introduce expanded class times and programs to increase the benefits to its members and the community. This growth can typically take three to four years to become secure in the size and exposure to the community at large. For example the move to the larger upstairs facility allowed for a class time to start our current Lil' Kickers program. This is a program for 3 – 5 yr. olds that helps them to learn group participation skills such as listening, interacting with others and polite social skills. It also builds coordination and muscle control through basic taekwondo movements and drills. It took close to four years to build the reputation and interest to now be able to run Lil' Kicker sessions in the fall, winter and spring and keep the enrollment to a healthy Instructor/student ratio, including being able to offer the program through the Parks and Rec Department. The CTCDK also has a second location in Tolland CT. As with the Colchester school the Tolland location has gone through various expansions since its beginning in 1993, growing from the initial 1600 sq. ft. location to the current 3000 sq. ft. space through a series of 3 moves much like the Colchester studio. As programs do grow and become a set part of our curriculum the need for more space and class time slots has become a necessity for our business. Add to this the aging

condition of our current rental space and the financial opportunity to branch out and own our own building and the next step for our business is to look to expand once again.

**Expansion Proposal** – The CTCDK has had the good fortune to thrive through the recent hard economic times. We have seen many students come and go through our program, some are the normal attrition that is expected as children get older and change their interests and some have been the definite result of the bad economy. Through it all we have continued to offer the Colchester community the highest level of instruction in Taekwondo available. I believe that is a major reason we have survived in a business that is considered a non-essential extra for many families, we offer them the best instruction available for a reasonable cost and include the family values that are needed in today's society. Some of our biggest growth comes from the addition of family members once one child has started in our program. Not long after, mom, dad and siblings join in the fun as well and have a truly family orientated activity to participate in. As we look to expand into a new facility we hope to continue to offer even more opportunities for families to work out and have fun together. Our current location is not conducive to holding multiple classes at the same time or having an overlap of class times for various ages. One of the primary goals in expanding is to fulfill this need. The proposed building on Parum Rd. will include three separated training areas in the 7000 sq. ft. space that is planned. Through almost doubling our size we can effectively have larger class sizes as well as have separated floor space to allow different program types to be offered. For example we can continue to run our very popular advanced children's class in one area while offering a kickboxing class for moms at the same time. Or we will be able to expand our Lil' Kickers class to run at the same time as the older children's class making it easier for parents to have more than one child doing activities at the same time. The Parum Rd. Location also keeps our business in the heart of Colchester on a main throughway for maximum exposure to those in town as well as to those we attract from neighboring towns. Increasing our ratio of out of town members will be a priority goal of the move bringing families into the Colchester community and exposing them to what Colchester has to offer. Once completed the new facility will serve as a gateway to the southern end of town, letting residence know there are positive activities and family orientated businesses welcoming them off the highway into Colchester.

**Options, Pros and Cons** – Although the proposed facility on Parum Rd. is a fantastic idea for the growth of our business it does not come without concerns, no endeavor of this type ever does. The overall construction cost of the building was the first hurdle to overcome. The building is being put up by a local contractor, Colchester Construction LLC, and will be financed through Chelsea Groton Bank. This has been approved and is ready to move forward. One of the variables that was miscalculated on my part were the taxes associated with a building of this size. After finalizing the plans and getting an estimated assessment from the bank the town Assessor's office provided an estimate on the property tax for the proposed building. This was well above what was initially figured into the operating budget of the project. It is for this reason that we have applied for a tax abatement through this committee. As seen in the past our expansion can take up to four years to receive the benefits of the added space and programs. The tax level has caused me to reevaluate the proposed



building and look into viable options for the location of the school. To date there are no other pre-existing buildings in Colchester that would fulfill the needs of space and location so building new is the only option in this town. Other land in town may be available but it would be off the main streets and would probably not reduce the tax burden by a significant amount since the building would remain the same. Another option that was looked into is the possibility of moving the business to a neighboring town. Once looked into there is a standing building that offers the main street location and the size that is needed in the town of Hebron. This facility may not be as ideal as building a structure to suit our needs but the cost evaluation even after renovations has to be considered. Below is a chart with the overall cost projections for the Parum Rd. building and the possible Hebron location. Since general costs such as electricity, heat and insurance would be hard to have definite numbers on and they should all be relatively equal regardless of the location this chart only includes mortgage and tax figures that have been used to consider the pros and cons of each location.

	Current Location	Proposed Parum Rd	Hebron Location
Purchase Price		\$825000	\$700000 (includes renovations)
Mortgage Loan		\$625000	\$500000
Monthly Rent/Mortgage	\$3417	\$3787	\$3030
Town Tax Monthly		\$1500	\$1000
Total	\$3417	\$5287	\$4130
Increase in cost/month		\$1870	\$613

The Hebron location definitely gives the least cost increase but there are other factors to consider. Moving to Hebron would require building new ties and contacts within the community. There may be a slight drop off of current students from moving a farther distance, although it is unlikely to be significant as it is not too far and the loyalty level of students is very high. Also with one of the main goals being to increase out of town student ratio it would open the membership to the town of Hebron as a main source of new members while keeping the reputation built in Colchester feeding membership from there as well. The Hebron facility would not be customized to our specifications but it is large enough to still allow for the multiple floor space needed to expand programs. The idea of moving to another town is not the most appealing option but the overall cost has to heavily weigh into the decision. On the other hand building in Colchester would give the most seamless of transitions to the business but the added tax burden on top of the necessary increase in mortgage cost would be very hard to handle initially. Our business is run with a simple monthly ratio – the number of students signed up for certain programs being enough to cover the monthly expenses. With the increase of classes and programs bringing in more students, over time the increased cost of the mortgage and tax would eventually be absorbed. It is the initial four year time frame to build that student base that would cause concern. At this point the estimated assessed tax is \$18000 per year. With the already increased monthly cost of the mortgage the total cost of staying in Colchester becomes a 55% increase

while the increase to move to Hebron is only 20%. This amounts to a burden of over \$14000 per year for the future of the business.

**Proposed Tax Relief** – As stated before the ties and familiarity with the town of Colchester is preferred to moving to a new town. What we are asking from the town of Colchester is to help relieve the burden of building a new facility in the town so that ample time can be given to our business to regrow the student base to a sustainable amount so that the overall costs can be absorbed by the business. We would ask that a \$12000/year tax relief for a period of 5 years be given so that during that time the cost of staying in Colchester would be equal to that of moving elsewhere and give us the time to grow the programs we need to in order to offset the future costs of the building. We are confident that with this type of support from the town we will be able to offer the same high level of instruction, family interaction and community relations that we have fostered over the past 24 years and continue with that for many years to come.

Registrars of Voters  
Town Hall  
127 Norwich Avenue  
Colchester, Connecticut 06415

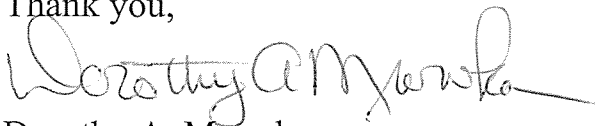
March 12, 2012

Gregg Schuster, 1<sup>st</sup> Selectman  
Board of Selectmen  
127 Norwich Avenue  
Colchester, CT 06415

Dear 1<sup>st</sup> Selectman Schuster and the Board of Selectmen,

In accordance with the State Statutes the governing body of the Town of Colchester must approve the new District created within the Town because of redistricting. As per a staff attorney at the Secretary of the States office, the Registrars of Voters must present the boundary lines of the district for their approval. Also, at present there is no place within the 4<sup>th</sup> District that we could possibly hold an election, so the Registrars of Voters are planning on having 2 lines within Assembly of God Church meeting room to accommodate both Districts 2 and 4.

Thank you,



Dorothy A. Mrowka  
Denise Q. Mizla

Motion to read as follows:

The Board of Selectmen will hold a special Town meeting to approve the boundary lines for the newly created District 4 due to the redistricting of the House District within the Town of Colchester. The town meeting will be held on Thursday, April 5<sup>th</sup> prior to the Selectmen's regular scheduled meeting.



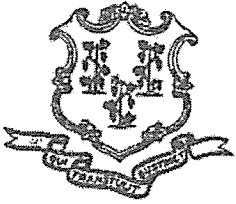
**To: Board of Selectman**  
**From: Adam Turner**  
**Re: March 13, 2012**  
**Re: Agricultural Viability Grant Award**

### **Memorandum**

The Connecticut Department of Agriculture has awarded an Agriculture Viability Grant to the Town of Colchester to develop an analysis of agriculture on the Town's fiscal structure. The award is for \$17,300 in State funding and also includes a commitment from the Town to allocate \$17,000 of in-house effort making the total project budget slightly under \$35,000. The study is expected to take 6 months to complete. The Study will also include information that will be used in the Town's Plan of Conservation and Development update. This is the town's second major planning project devoted to agriculture this year, the other being a study to quantify and map soils of local importance.

The Town plans to partner with Paula Stahl from the University of Connecticut Cooperative Agricultural Extension Office. Stahl is a former municipal finance director that also has broad experience in evaluating land use impacts. She has completed projects of this type for several communities including Lebanon.

Motion: Motion to Accept the Agriculture Viability Grant and authorize the First Selectman to enter into such an award



STATE OF CONNECTICUT  
DEPARTMENT OF AGRICULTURE

Marketing Bureau



READ THIS THOROUGHLY

3/01/2012

12-03-02P01:42 RCVD

Dear Agriculture Viability Grant applicant,

Congratulations on having been selected to receive the Ag Viability Grant. Before you may begin your project we must go through the contract signing phase in addition to several other forms that you must fill out and return. A Grant checklist is also enclosed for you to make sure all is complete.

Please remember that this is a rebate grant, which means that you will not be reimbursed for the grant until your project is complete, we ok it and we receive a simple itemized audit of project expenses from an accountant or CPA that states that you have paid the project bills. A Certificate of Occupancy (CO) may also be required for building projects.

Attached is your contract cover page and accompanying documents, some that you must fill out, sign and date. **If you are incorporated, an LLC or a Municipality** you must also fill out the attached appropriate Resolution stating who it is that is authorized to sign the grant contract. **Sole Proprietors** do not have to fill out a Resolution.

**IMPORTANT**—the resolution must be dated the same date or earlier than the date that you sign the contract. Also, unless you are a single individual LLC, the person filling out the Resolution cannot be the same as the one who signs the Resolution. Usually the Secretary of the corporation or another member fills it out and designates the President or other officer to sign the contract.

USE THE ATTACHED RESOLUTION FORMS

**IMPORTANT**—Please be consistent and use the exact spellings for company name and for names and titles of individuals. Contracts are often returned if these are not exactly the same on all paperwork.

Lastly, you must fill out and return 1) the on-discrimination certificate; 2)--the W-9 Form and 3)--the Vendor Form the last two needed in order to pay you when the time comes.

Please make sure to notify your insurance provider and have a certificate of insurance filed with us to "save harmless" the State of CT as stated in Item 4.8d of contract. The State of CT, Department of Agriculture with our address must be named as a Certificate Holder on your Liability Insurance.

Please mail these original documents to me at CT Dept. of Agriculture, Attn: Ron, 165 Capitol Ave., Rm 129, Hartford, CT 06106.

These documents are then signed by the Commissioner and then sent to the Attorney Generals office to be signed. Usually takes several weeks to get the contracts back from the AG so please be patient. You have one year to complete the project once the AG's office signs the contract

If you have any questions regarding how to fill out the forms, please contact me at 860-713-2550 or email at [Ronald.olsen@ct.gov](mailto:Ronald.olsen@ct.gov) It is no fun to have to send contracts back and forth!

165 Capitol Avenue, Hartford, CT 06106  
Phone: 860-713-2503 Fax: 860-713-2516  
*An Equal Opportunity Employer*



## Agriculture Viability Grant

### What I am sending you that you need to send back to me

- +++ W9 Form and Vendor Form (Attached)
- +++ A **TYPED** corporate resolution for your municipality or non-profit
- +++ Non-discrimination Certificate (attached)
- +++ Contract Cover Page (you have put in your FEIN number in Contractor Section) and sign and date on line 24. Make sure your title is same title as on your Resolution.
- +++ Standard Terms and Conditions pages 2-6 (in every contract)
- +++ Appendix A Scope of Work
- +++ Appendix B Schedule of Payments
- +++ Appendix C Budget Page

I will call you if I need a new Scope of Work Appendix A from many of you. It needs to be short and precise, not wordy and must stick to the points **who, what, where, when**.

+++ If I do contact you regarding changes to Budget Page I will need estimates of any work done, contract costs or from where equipment will be purchased with actual company names and addresses that will accompany either the Scope of Work Appendix A or the Budget Page Appendix C. Say "Please see attachments to Budget Page or Scope of Work" when you give me these names and addresses. It can be typewritten on a separate page or with actual price estimates from the contractor. Just remember that the figures should correspond with the budget page.

Any questions, email is [Ronald.olsen@ct.gov](mailto:Ronald.olsen@ct.gov) Telephone is 860-713-2550

Please mail all forms back to me at

CT Dept of Agriculture  
ATTN: Ron Olsen  
165 Capitol Ave., Rm 129  
Hartford, CT 06106





# Town of Lebanon

## Office of The First Selectman

Lebanon Town Hall, 579 Exeter Road, Lebanon, CT 06249-1506

Phone (860) 642-6100 Fax (860) 642-7716

Email: [jokonuk@lebanontownhall.org](mailto:jokonuk@lebanontownhall.org)

Website: [www.lebanontownhall.org](http://www.lebanontownhall.org)

---

First Selectman Joyce R. Okonuk - Selectman John A. Bendoraitis, Jr. - Selectman Linda R. Finelli

---

### RESOLUTION

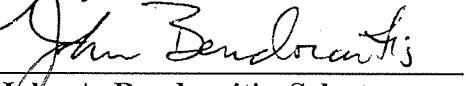
**BE IT RESOLVED** that it is in the best interest of the Town of Lebanon to enter into contracts with the Department of Agriculture.

**IN FUTHERANCE OF THIS RESOLUTION**, the Honorable Joyce R. Okonuk, First Selectman is duly authorized to enter into and sign said contracts dated January 6, 2011 on behalf of the Town of Lebanon. The Honorable Joyce R. Okonuk, First Selectman is further authorized to provide such additional information and execute such other documents as may be required by the State of Connecticut in connection with said contracts and to execute any amendments, rescission, and revisions thereto.

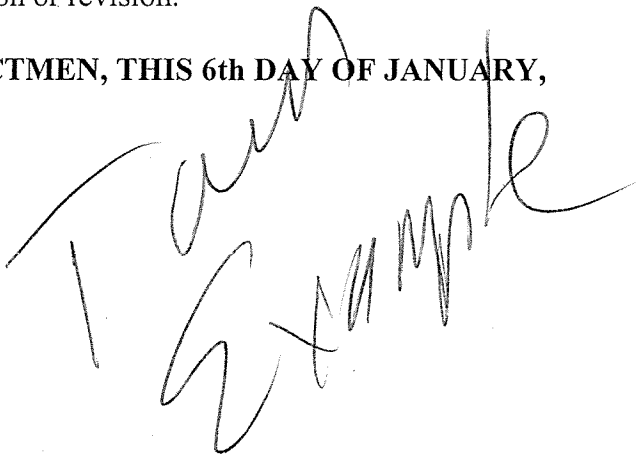
**THE TOWN CLERK IS AUTHORIZED** to impress the seal of the Town of Lebanon on any such document, amendment, rescission or revision.

**ADOPTED BY THE BOARD OF SELECTMEN, THIS 6th DAY OF JANUARY, 2011.**

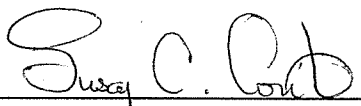
  
\_\_\_\_\_  
Joyce R. Okonuk, First Selectman


  
\_\_\_\_\_  
John A. Bendoraitis, Selectman

  
\_\_\_\_\_  
Linda R. Finelli, Selectman



I, Susan C. Coutu, the Clerk of the Town of Lebanon, do hereby certify this to be a true copy of the resolution duly adopted at the Board of Selectmen meeting on January 6, 2011 and that it has not been rescinded, amended or altered in any way, and that it remains in full force and effect.

  
\_\_\_\_\_  
Susan C. Coutu, Town Clerk

  
\_\_\_\_\_  
January 7, 2011  
Date

**PUT TOWN SEAL HERE**



AGREEMENT

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) <input checked="" type="checkbox"/> ORIGINAL  <input type="checkbox"/> AMENDMENT	(2) IDENTIFICATION #s. (FEIN) P.S. N/A  P.O. N/A
---	---

CONTRACTOR	(3) CONTRACTOR NAME <b>Town of Colchester</b>	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input type="checkbox"/> NO
	CONTRACTOR ADDRESS <b>127 Norwich Avenue, Colchester, CT 06415</b>	CONTRACTOR FEIN/SSN

STATE AGENCY	(5) AGENCY NAME AND ADDRESS <b>Department of Agriculture, Marketing Division, 165 Capitol Avenue, Room 129, Hartford CT 06106</b>	(6) Dept No. <b>3002</b>
--------------	--	-----------------------------

CONTRACT PERIOD	(7) DATE (FROM) <b>Date of AG signature</b>	THROUGH (TO) <b>1 yr from AG signature</b>	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. _____ <input checked="" type="checkbox"/> NEITHER
-----------------	--	---	---

(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)

1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Agriculture, all work described in Appendix A, which is attached hereto and made a part hereof.
2. Appendix A consists of one page

Standard Terms and Conditions are contained in Pages 2 through 6 and are attached hereto and made a part hereof.

(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. Appendix B consists of one page

Total Payments Not to Exceed the Maximum Amount of \$17,300

A Budget Page is attached as Appendix C, and made a part hereof. Appendix C consists of 1 page

(11) OBLIGATED AMOUNT  
**\$17,300**

(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account
\$17,300	3002	12060	90456	Viability						

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS		(23) STATUTORY AUTHORITY CGS Sec. 22-4c(2) as amended. Also CGS Sec. 22-6 and 22-6a CGS Sec. 7-148 ( 7 ) as amended (Mun. auth.)
(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE) <input checked="" type="checkbox"/>	TITLE <input checked="" type="checkbox"/>	DATE <input checked="" type="checkbox"/>
(25) AGENCY (AUTHORIZED OFFICIAL)	TITLE	DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)		DATE



## STANDARD TERMS AND CONDITIONS

1. Commissioner. For the purposes of this Contract, "Commissioner" means the Commissioner of Agriculture or the Commissioner's designated agent.
2. Parties. The Parties to this Contract are the Department of Agriculture (DAG or Agency) and the Contractor.
3. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
4. Attachments. All attachments, exhibits and schedules appended to this Contract are incorporated in this Contract by this reference and shall be deemed to be a part of it as if they had been fully set forth in this Contract and, accordingly, all of their provisions shall be binding upon the Parties.
5. Change in Principal Project Staff. Any changes in the principal Project staff must be requested in writing and approved in writing by the Commissioner or his authorized representative at his sole discretion. In the event of any unapproved change in principal Project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
6. Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limiting to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
7. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
8. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
9. Third Party Participation. The Contractor may make sub-awards to conduct any of the tasks in the Scope of Work contained in Attachment A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant or the awards are in violation of any other provision of this Contract. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DAG with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
10. Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. All Contractor Parties shall be subject to the terms and conditions of this Contract.
11. Set Aside. State funded projects are subject to the requirements of CGS Sec. 4a-60g "Set-Aside program for small contractors, minority business enterprises, individuals with disabilities and nonprofit corporations" unless exempted from these requirements by the Department of Administrative Services Supplier Diversity Program. For contracts using non-exempted funding sources and subcontracting any portion of work, contractors are required to subcontract 25% of the total contract value to small businesses certified by the Department of Administrative Services and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by the Department of Administrative Services.
12. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
13. Definition of "Execution". This Contract shall be fully executed when it has been signed by authorized representatives of the Parties, and if it is for an amount exceeding three thousand dollars (\$3,000.00), by the authorized representative of the Attorney General of the State of Connecticut.
14. State Audit (for grants only). The Contractor receiving federal funds must comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Contractor receiving state funds must comply with the Connecticut General Statutes §§ 7-396a and the State Single Audit Act, §§ 4-230 through 4-236 inclusive, and regulations promulgated thereunder. The Contractor agrees that all fiscal records pertaining to the Project shall be maintained for a period of not less than three (3) years. For purposes of this paragraph, the word "Contractor" shall be read to mean "non-state entity," as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. Such records will be made available to the state and/or federal auditors upon request.
15. Audit and Inspection of Plants, Places of Business and Records.
  - (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.



- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) All audits and inspections shall be at the State's expense.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
16. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DAG may cancel the Contract if the Contractor fails to comply with the Act.
17. Affirmative Action and Sexual Harassment Policy. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DAG's web site. Hard copies of the policy statements are available upon request at DAG.
18. Campaign Contributions. For all State Contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such Agreements or Contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached *Notice to Executive Branch State Contractors of Campaign Contribution and Solicitation Limitations*.
19. Sovereign Immunity. The Parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
20. Termination.
- (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.





(h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

21. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
22. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforceable to the fullest extent possible by law.
23. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the bid under which the Contract was awarded, furnish adequate protection from damage for all work and to repair any damage of any kind, for which the Contractor or any Contracting Parties are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
24. Forum and Choice of Law. The Parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
25. Force Majeure. DAG and the Contractor shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties.
26. Entirety of Contract. This Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
27. Provisions of Law. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted and made a part of this Contract and this Contract shall be read and enforced as though they were incorporated into this Contract. For purposes of interpretation, conflict resolution and otherwise, the content of those...
28. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by DAG.
29. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this Contract until the Contractor is notified that this agreement has been accepted by DAG and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
30. Indemnification. The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.



The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.  
This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

31. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.

32. NON-DISCRIMINATION. References in this section to "Contract" shall mean this Contract and references to "Contractor" shall mean the Contractor.

(a) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor 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, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(b) If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.



(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(i) For purposes of this entire Non-Discrimination Section, the following terms are defined as follows: "Commission" means the Commission on Human Rights and Opportunities; "Contract" and "contract" include any extension or modification of the Contract or contract; "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).



# Appendix A

## Attachment A

### Project Scope of Work for Ag Viability Grant

**Project Description:** Conduct an analysis of the fiscal impact of agriculture for Colchester, draft an Agriculture section for the Town's Plan of Conservation and Development, and recommend farm-friendly regulatory revisions. Hold 5 workshops and presentations for Colchester's boards, commissions and townspeople on the beneficial fiscal value of working lands. Conduct a regional workshop on the fiscal benefit of working lands to further increase support in other communities.

This will continue the work that began with the previously-awarded Agriculture Viability Grant (2007) by implementing more of the recommendations outlined in that project's report to further increase the support for local agriculture.

**Project Details:** The Town will contract with Paula Stahl, LLA, AICP, a University of Connecticut Extension faculty member, who has conducted several fiscal studies and workshops, and was a municipal finance director for 13 years. For the past 10 years she has been grant funded by the Quinebaug-Shetucket Heritage Corridor ( The Last Green Valley) and confined to working within the 35 towns of the Corridor. In addition to assisting Colchester, this funding would enable her to reach a larger audience.

**Determine the fiscal value of agriculture to Colchester.** Quantify the fiscal value of working lands and other open space in Colchester by conducting a Cost of Community Services Study (COCS) using the American Farmland Trust methodology, a Build-out Analysis and a Future Fiscal Forecast.

**Outreach to townspeople and municipal decision makers.** Hold a series of 4 workshops and presentations on the fiscal benefits of agriculture to Colchester. Produce The Fiscal Value of Agriculture to Colchester to be posted on the Town's website and disseminated via email from Town Administration.

**Regional workshop.** Hold a multi-town workshop to share the Colchester Fiscal Study with other communities and to discuss the applicability to other towns.

**Plan of Conservation and Development Update.** After obtaining public input at workshops, including one devoted to Agriculture as a Resource for Colchester, draft planning goals and policies on agriculture for inclusion in POCD along with The Fiscal Value of Agriculture to Colchester report.

**Zoning Regulations Revisions Update.** Review existing zoning regulations, ordinances and policies and draft revisions that are farm-friendly.

Work will begin when the contract is signed and will be completed by November 30, 2012.





**APPENDIX B**  
**SCHEDULE OF PAYMENT for FARM VIABILITY GRANT**  
Town of Colchester

The maximum amount payable under this Contract is \$17,300

An upfront payment of 50% of grant awarded may be made available at beginning of project after contract is signed by the Attorney general. An additional 25% may be asked after project is half completed and the remaining 25% will be sent after the project is completed, and a final report complete with project expenses is sent to the CT DoAg to our satisfaction as stated in Appendix A, Scope of Work.

The total sum shall not exceed the maximum Contract amount noted above.



Appendix C

Attachment C

Grant Budget for Ag Viability Grant

<u>Proposed Budget</u>	<u>Grant Funds</u>	<u>Town Match (in-kind)</u>
<b>Contracted Services:</b>		
Determine the fiscal value of agriculture to Colchester	\$ 11,500	
Outreach to townspeople and municipal decision makers	\$ 2,500	
Regional workshop	\$ 1,500	
Plan of Conservation and Development update and zoning regulation revisions	\$ 1,800	
<b>Town Staff:</b>		
Town Assessor 50 hrs (salary and fringe)		\$ 2,500
Town Finance Director 30 hrs (salary and fringe)		\$ 1,500
First Selectman 10 hrs (salary and fringe)		\$ 500
Town Planner 140 hrs (salary and fringe)		\$ 7,000
GIS Mapping 80 hrs (salary and fringe)		\$ 2,400
<b>Donated Time:</b>		
Colchester Land Trust 60 hrs. at 26.98 <sup>1</sup>		\$ 1,620
Colchester Agriculture Commission 80 hrs at 26.98 <sup>1</sup>		\$ 2,158
	\$ 17,300	\$ 17,678
<u>Total Project Cost</u>		<u>\$ 34,978</u>

<sup>1</sup> Value of volunteer time for Connecticut as estimated by Independent Sector for 2010 (most recent)





**STATE OF CONNECTICUT**  
**NONDISCRIMINATION CERTIFICATION — Representation**  
**By Entity**  
**For Contracts Valued at Less Than \$50,000**

*Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

**INSTRUCTIONS:**

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

**REPRESENTATION OF AN ENTITY:**

I, \_\_\_\_\_ , \_\_\_\_\_ , of \_\_\_\_\_ ,  
Authorized Signatory Title Name of Entity

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

represent that I am authorized to execute and deliver this representation on behalf of

\_\_\_\_\_ and that \_\_\_\_\_  
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name



# STATE OF CONNECTICUT - AGENCY VENDOR FORM

**IMPORTANT: ALL parts of this form must be completed, signed and returned by the vendor.**

**READ & COMPLETE CAREFULLY**

SP-26NB-IPDF, Rev. 4/10

COMPLETE VENDOR LEGAL BUSINESS NAME		Taxpayer ID # (TIN): <input type="checkbox"/> SSN <input type="checkbox"/> FEIN	
WRITE/TYPE SSN/FEIN NUMBER ABOVE			
BUSINESS NAME, TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE)			
BUSINESS ENTITY: <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC CORPORATION <input type="checkbox"/> LLC PARTNERSHIP <input type="checkbox"/> LLC SINGLE MEMBER ENTITY <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR <input type="checkbox"/> GOVERNMENT			
<b>NOTE: IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE.</b>			
BUSINESS TYPE:    A. SALE OF COMMODITIES    B. MEDICAL SERVICES    C. ATTORNEY FEES    D. RENTAL OF PROPERTY <span style="float: right; font-size: small;">(REAL ESTATE &amp; EQUIPMENT)</span>			
E. OTHER (DESCRIBE IN DETAIL)			
UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) →			
UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) →			
<b>NOTE: IF YOUR BUSINESS IS A PARTNERSHIP, YOU MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO YOUR BID SUBMISSION.</b>			
<b>NOTE: IF YOUR BUSINESS IS A CORPORATION, IN WHICH STATE ARE YOU INCORPORATED?</b>			
VENDOR ADDRESS	STREET	CITY	STATE    ZIP CODE
Add Additional Business Address & Contact information on back of this form.			
VENDOR E-MAIL ADDRESS		VENDOR WEB SITE	
<b>REMITTANCE INFORMATION: INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS.</b> <input type="checkbox"/> SAME AS VENDOR ADDRESS ABOVE.			
REMIT ADDRESS	STREET	CITY	STATE    ZIP CODE
CONTACT INFORMATION: NAME (TYPE OR PRINT)			
1 <sup>ST</sup> BUSINESS PHONE:	Ext. #	HOME PHONE:	
2 <sup>ND</sup> BUSINESS PHONE:	Ext. #	1 <sup>ST</sup> PAGER:	
CELLULAR:		2 <sup>ND</sup> PAGER:	
1 <sup>ST</sup> FAX NUMBER:		TOLL FREE PHONE:	
2 <sup>ND</sup> FAX NUMBER:		TELEX:	
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE NAMED VENDOR			DATE EXECUTED
<b>← SIGN HERE</b>			
TYPE OR PRINT NAME OF AUTHORIZED PERSON		TITLE OF AUTHORIZED PERSON	
IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? <input type="checkbox"/> YES (ATTACH COPY OF CERTIFICATE) <input type="checkbox"/> NO			
IS YOUR BUSINESS CURRENTLY A CT DOT CERTIFIED DISADVANTAGED BUSINESS ENTERPRISE (DBE)? <input type="checkbox"/> YES <input type="checkbox"/> NO			
IF YOU ARE A STATE EMPLOYEE, INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS			
PURCHASE ORDER DISTRIBUTION: (E-MAIL ADDRESS)			
<b>NOTE: THE E-MAIL ADDRESS INDICATED IMMEDIATELY ABOVE WILL BE USED TO FORWARD PURCHASE ORDERS TO YOUR BUSINESS.</b>			

**ADD FURTHER BUSINESS ADDRESS, E-MAIL & CONTACT INFORMATION ON SEPARATE SHEET IF REQUIRED**





## Request for Taxpayer Identification Number and Certification

**Give form to the  
requester. Do not  
send to the IRS.**

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**

Signature of  
U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



Town of Colchester  
127 Norwich Avenue  
Suite 202  
Colchester, CT 06415

February 13, 2012

TO: Gregg Schuster, First Selectman

From:   
Thomas Tyler, Chairman,  
Senior Center, Community Center, Middle School Building Committee

RE: Architect Selection for Schematic Design

As you are aware the Building Committee has been meeting regularly since last fall. In early December we published an RFQ seeking Architectural and Engineering Services to help us finalize specifications for the senior center, the community center and the middle school all of which will be located in the renovated facility. In addition the firm chosen will develop a schematic design and cost estimate for completing the project. Proposals were received in early January. Sixteen firms responded. From this group four were chosen to be interviewed. Interviews were held on February 6 and 7. Last evening the committee met and chose a firm using a process consistent with State and Town guidelines.

We request the Board of Selectmen authorize the First Selectman to sign any and all contracts with TECTON Architects Inc. for the sum of \$32,500.00 for the purpose of developing schematic drawings and cost estimates for the Colchester Senior Center, Community Center, Middle School building project.

We realize that the Board of Finance will need to authorize an appropriation of \$32,500.00 to pay the fee for the schematic design and cost estimate and that no contract will be signed until the appropriation is approved.

It should be noted that when this part of the project is completed we will have all the information needed to seek approval from the community to move the project forward.

The other firms interviewed were:

The Lawrence Associates - \$24,500.00

Silver Petrucelli and Associates - \$51,000.00

Jacunski Humes Architects, LLC - \$57,100.00



 **AIA** Document B101™ – 2007**Standard Form of Agreement Between Owner and Architect**

AGREEMENT made as of the    day of    in the year 2012  
*(In words, indicate day, month and year.)*

BETWEEN the Architect's client identified as the Owner: **Shipman & Goodwin DRAFT**  
*(Name, legal status, address and other information)*                      **March 12, 2012**

**Subject to Revision**

Town of Colchester  
127 Norwich Avenue  
Suite 201  
Colchester, CT 06415

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

Tecton Architects, Inc.  
One Hartford Square West  
Hartford, CT 06106

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

Colchester Senior Center  
Community Center  
William J. Johnston Middle School  
360 Norwich Avenue  
Colchester, CT 06415

**Phase One - Conceptual and Schematic Design:****1. Conceptual Design**

- a. Consult with the Owner to determine and confirm the scope and requirements of the project.
- b. Assist the Owner and its Board of Education in the completion of the senior center, community center program specifications, and the educational specifications for the middle school.
- c. Work with the Owner to develop a conceptual design, commensurate budget and project schedules to meet the senior center, community center and educational specifications of the Town and its Board of Education.
- d. Identify requirements to bring the existing building into full code compliance including requirements of the State of Connecticut for a School Building Grant as well as the requirements of other funding sources.
- e. Meet with the Owner, town residents, news media, governing boards and commissions, and others as necessary.

**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.

init.

## 2. Schematic Design

- a. Finalize the facility programming to address all functional and operational requirements
- b. Ensure that facility programming complies with the educational standards published by the State Department of Education, and meet the requirements of the Town of Colchester, Board of Education and Board of Selectmen.
- c. Review with the Owner alternative approaches to design and construction of the project.
- d. Prepare documents and models (which become the property of the Owner) to describe the size and scope of the project, including architectural, structural, mechanical and electrical systems, security systems, and other elements as necessary to inform the community about the project.
- e. Meet with the Owner, town residents, news media, governing boards and commissions, and others as necessary to obtain funding approval and update citizens on project progress.

The Owner and Architect agree as follows.

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 08:22:07 on 03/13/2012 under Order No.0389902983\_1 which expires on 03/09/2013, and is not for resale.

User Notes:

(1517773103)

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### EXHIBIT A INITIAL INFORMATION

#### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

| See Exhibit A, Initial Information - attached

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

| Phase One = [March 1, 2012]

.2 Substantial Completion date:

| Phase One = September 29, 2012

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

#### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 08:22:07 on 03/13/2012 under Order No.0389902983\_1 which expires on 03/09/2013, and is not for resale.

User Notes:

(1517773103)



*(Paragraph deleted)*

**§ 2.2.** The Architect shall be responsible for the performance of the Architect's Services as an independent contractor and in a good and workmanlike manner (i) consistent this Agreement; (ii) consistent with the instructions, guidance and direction of the Owner; (iii) consistent with the highest prevailing applicable professional or industry standards; (iv) consistent with sound architectural practices; and (v) as expeditiously as is consistent with such professional skill and care, the orderly progress of the Project, the instructions of the Owner and this Agreement (the standards of this Section 2.2 shall be referred to herein as the "Architect's Standard of Care"). The Architect shall be responsible for the performance of the Architect's Services in compliance with all applicable laws, rules, regulations, ordinances, codes, orders and permits of all federal, state and local government bodies, agencies, authorities and courts having jurisdiction over the Project ("Applicable Law"),

**§ 2.2.1** The Architect shall exercise the Architect's Standard of Care in performing all aspects of the Architect's Services. All references in this Agreement or in the Contract Documents to the knowledge, inference, reliance, awareness, determination, belief, observation, recognition or discovery of the Architect or reference to any similar term shall include the constructive knowledge, inference, reliance, awareness, determination, belief, observation, recognition attributed to the Architect ("constructive knowledge"). Such constructive knowledge shall include the knowledge, inference, reliance, awareness, determination, belief, observation and recognition the Architect would have obtained upon the exercise of the Architect's Standard of Care.

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

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

**§ 2.5** The Architect shall maintain the following insurance 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.)*

Umbrella Liability

\$5,000,000 Each Occurrence

.1 Commercial General Liability

\$1,000,000 Each Occurrence / Aggregate \$2,000,000

.2 Automobile Liability

\$1,000,000

.3 Workers' Compensation

\$500,000

.4 Professional Liability

\$5,000,000

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

**§ 3.1** The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

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

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

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

§ 3.1.7 Notwithstanding anything to the contrary in this Agreement, the number of meetings with the governmental agencies and the Owner shall not be limited to the extent such meetings are made necessary by the Architect's failure to meet its responsibilities under this Agreement or to otherwise fail to follow the direction of the governmental agencies or the Owner.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

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

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

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

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

Init.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

(Paragraph deleted)

§ .

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

(Paragraphs deleted)

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Arch / Owner	Entire project area
§ 4.1.2 Multiple preliminary designs	Arch	Entire project area
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building information modeling	Not Provided	
§ 4.1.7 Civil engineering	Not Provided	
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural Interior Design (B252™-2007)	Not Provided	
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site project representation	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Not Provided	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™-2007)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	

§ 4.1.26	Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

None

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner’s request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .5 Preparing digital data for transmission to the Owner’s consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services: N/A

- .1 Reviewing a Contractor’s submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor’s requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor’s proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

Init.

- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner: N/A

- .1 ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 ( ) visits to the site by the Architect over the duration of the Project during construction
- .3 ( ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ( ) inspections for any portion of the Work to determine final completion

*(Paragraph deleted)*

#### **ARTICLE 5 OWNER'S RESPONSIBILITIES**

§ 5.1 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.

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

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

§ 5.4 If available, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall coordinate the services of its own consultants, if any, with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated 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.

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

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

§ 5.8 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work.

*(Paragraphs deleted)*

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 All plans, drawings, specifications, models, reports and other materials and work product prepared or furnished by the Architect or on its behalf, including such materials and work product as are produced by the Architect's subcontractors and consultants, pursuant to this Agreement (collectively, the "Instruments of Service") are and shall be the property of the Owner, free and clear of any claim or retention of rights thereto by the Architect and the Architect's subcontractors and consultants. The Instruments of Service cannot be used by the Architect or the Architect's subcontractors or consultants for any purpose beyond the scope of this Agreement without the prior written consent of the Owner. In addition to the immediately preceding sentence, the Architect agrees to obtain, and convey and assign to the Owner absolutely and exclusively, all intellectual property rights including, but not limited to, copyrights, in and to the Instruments of Service, and the Architect hereby does so grant, convey and assign to the Owner absolutely and exclusively such of those such rights that it owns.

The Owner shall not reuse or make any modification to the construction documents without the prior written authorization of the Architect. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from or in any way related to or connected with the unauthorized reuse or modification of the Instruments of Service by the Owner or any person or entity that acquires or obtains the Instruments of Service from or through the Owner without the written authorization of the Architect.

§ 7.2 All Instruments of Service may be used by the Owner for the completion of development of the Project and for future renovation, maintenance, repair or replacement.

§ 7.3 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as a publication in derogation of either party's rights.

*(Paragraph deleted)*

§ 7.4 The Architect will indemnify any action brought against the Owner that is based upon a claim that the Instruments of Service or the Owner's use thereof infringes any United States patent, any copyright or uses a trade secret of a third party (hereinafter "Infringement"). The Architect further agrees to pay all sums which may be assessed against the Owner which relate to such Infringement, provided that the Architect shall be given (i) written notice of all claims of any such Infringement and of any suits brought or threatened against the Owner; (ii) authority to assume the sole defense thereof through its own counsel and to compromise or settle any action, lawsuit, or claim without derogating, in any way, the Owner's rights granted hereunder; and (iii) all available information and reasonable assistance to do so.

§ 7.5 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.

#### ARTICLE 8 CLAIMS AND DISPUTES

##### § 8.1 GENERAL

§ 8.1.1 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.

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

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 08:22:07 on 03/13/2012 under Order No.0389902983\_1 which expires on 03/09/2013, and is not for resale.

User Notes:

(151773103)

contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

*(Paragraph deleted)*

**§ 8.2 MEDIATION**

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

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association 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.

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

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

*(Check the appropriate box. 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.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

*(Paragraphs deleted)*

§  
§.

§.

§.

**§ 8.3.3.**

**§ 8.3.4 CONSOLIDATION OR JOINDER**

*(Paragraphs deleted)*

§.

§.

§.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 The Architect may, upon thirty (30) days notice to the Owner, terminate or suspend this Agreement upon the Owner's failure to perform in accordance with this Agreement, including the failure, without cause, to make a payment to the Architect required under this Agreement. The notice of termination or suspension must state with specificity the means by which the Owner may cure its nonperformance and the Architect may not terminate or suspend this Agreement if, within thirty (30) days of such notice, the Owner substantially takes such curative measures.

§ 9.2 If the Owner suspends the Project, for ninety (90) consecutive days for reasons unrelated to a fault of the Architect, the Architect shall be compensated for services fully and satisfactorily performed by the Architect prior to notice of such suspension and, upon such suspension by the Owner or upon the Owner's suspension of the project for more than 120 cumulative days, the Architect may terminate this Agreement by giving not less than thirty (30) days' written notice to the Owner and upon the Owner's failure to resume the Project within such thirty (30) day period.

§ 9.3 The Owner may terminate this Agreement for cause as provided in this Agreement or upon the Architect's material failure to perform in accordance with the terms of this Agreement. Such termination by the Owner for cause shall be upon not less than seven days' written notice.

§ 9.4 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.

The Owner may terminate this Agreement for cause as provided in this Agreement or upon the Architect's material failure to perform in accordance with the terms of this Agreement. Such termination by the Owner for cause shall be upon not less than seven days' written notice.

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

§ 9.6 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 9.7.

*(Paragraphs deleted)*

## ARTICLE 10 MISCELLANEOUS PROVISIONS

*(Paragraph deleted)*

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

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

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

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

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

Init.



§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Owner shall be a third party beneficiary of each of the Architect's agreement with its consultants and subcontractors.

§ 10.7 Subject to the Owner's prior written approval 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.

§ 10.8 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.

§10.9 The Architect shall comply with all local, state and federal laws, rules and regulations applicable to the Architect, including without limitation those relating to equal opportunity, labor, wages, employment and requirements of state loans, grants, funding or approvals.

**ARTICLE 11 COMPENSATION**

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

*(Insert amount of, or basis for, compensation.)*

Exhibit C Phase I - Thirty Two Thousand Five Hundred Dollars (\$32,500)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Hourly Basis  
Exhibit B - Tecton Architects Comprehensive Billing Rates 2012

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

Hourly Basis  
Exhibit B - Tecton Architects Comprehensive Billing Rates 2012

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus one and one tenth percent ( 1.1 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows: Not Applicable

Schematic Design Phase	Refer to 11.1	percent (	N/A	%)
Design Development Phase		percent (	N/A	%)
Construction Documents Phase		percent (	N/A	%)

Bidding or Negotiation Phase	percent (	N/A	%)
Construction Phase	percent (	N/A	%)
<hr/>			
Total Basic Compensation	one hundred percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Hourly Basis  
Exhibit B - Tecton Architects Comprehensive Billing Rates 2012

Employee or Category	Rate
----------------------	------

**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

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

- .1 Transportation and authorized out-of-town travel and subsistence, excluding home office to Project site;
- .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 Renderings, models, mock-ups, professional photography, and presentation materials 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.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one and one tenth percent ( 1.1 %) of the expenses incurred.

*(Paragraphs deleted)*

**§ 11.10 PAYMENTS TO THE ARCHITECT**

§ 11.10.1 An initial payment of zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 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 thirty ( 30 ) days

Init.

after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

1 % one percent per month

§ 11.10.3 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.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

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

**ARTICLE 13 SCOPE OF THE AGREEMENT**

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

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

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document B101™-2007, Exhibit A

:

- .3 Other documents:  
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

- Exhibit B - Tecton Architects Comprehensive Billing Rates 2012
- Exhibit C - Tecton Architects Basic Services
- Exhibit D - Certificate of Liability Insurance

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

**OWNER**

**ARCHITECT**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Town of Colchester

Jeff Wyszynski, Principal  
Tecton Architects

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

Init.

# **Additions and Deletions Report for** **AIA<sup>®</sup> Document B101<sup>™</sup> – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:22:07 on 03/13/2012.

**PAGE 1**

**AGREEMENT** made as of the    day of    in the year 2012

...

**BETWEEN** the Architect's client identified as the Owner: Shipman & Goodwin DRAFT  
(Name, legal status, address and other information)                      March 12, 2012

Subject to Revision

Town of Colchester  
127 Norwich Avenue  
Suite 201  
Colchester, CT 06415

...

Tecton Architects, Inc.  
One Hartford Square West  
Hartford, CT 06106

...

(Name, location and detailed description)

Colchester Senior Center  
Community Center  
William J. Johnston Middle School  
360 Norwich Avenue  
Colchester, CT 06415

## **Phase One - Conceptual and Schematic Design:**

### **1. Conceptual Design**

- a. Consult with the Owner to determine and confirm the scope and requirements of the project.
- b. Assist the Owner and its Board of Education in the completion of the senior center, community center program specifications, and the educational specifications for the middle school.
- c. Work with the Owner to develop a conceptual design, commensurate budget and project schedules to meet the senior center, community center and educational specifications of the Town and its Board of Education.

- d. Identify requirements to bring the existing building into full code compliance including requirements of the State of Connecticut for a School Building Grant as well as the requirements of other funding sources.
- e. Meet with the Owner, town residents, news media, governing boards and commissions, and others as necessary.

**2. Schematic Design**

- a. Finalize the facility programming to address all functional and operational requirements
- b. Ensure that facility programming complies with the educational standards published by the State Department of Education, and meet the requirements of the Town of Colchester, Board of Education and Board of Selectmen.
- c. Review with the Owner alternative approaches to design and construction of the project.
- d. Prepare documents and models (which become the property of the Owner) to describe the size and scope of the project, including architectural, structural, mechanical and electrical systems, security systems, and other elements as necessary to inform the community about the project.
- e. Meet with the Owner, town residents, news media, governing boards and commissions, and others as necessary to obtain funding approval and update citizens on project progress.

**PAGE 3**

See Exhibit A, Initial Information - attached

...

Phase One = [March 1, 2012]

...

Phase One = September 29, 2012

**PAGE 4**

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

§ 2.2. The Architect shall be responsible for the performance of the Architect's Services as an independent contractor and in a good and workmanlike manner (i) consistent this Agreement; (ii) consistent with the instructions, guidance and direction of the Owner; (iii) consistent with the highest prevailing applicable professional or industry standards; (iv) consistent with sound architectural practices; and (v) as expeditiously as is consistent with such professional skill and care, the orderly progress of the Project, the instructions of the Owner and this Agreement (the standards of this Section 2.2 shall be referred to herein as the "Architect's Standard of Care"). The Architect shall be responsible for the performance of the Architect's Services in compliance with all applicable laws, rules, regulations, ordinances, codes, orders and permits of all federal, state and local government bodies, agencies, authorities and courts having jurisdiction over the Project ("Applicable Law").

§ 2.2.1 The Architect shall exercise the Architect's Standard of Care in performing all aspects of the Architect's Services. All references in this Agreement or in the Contract Documents to the knowledge, inference, reliance, awareness, determination, belief, observation, recognition or discovery of the Architect or reference to any similar

term shall include the constructive knowledge, inference, reliance, awareness, determination, belief, observation, recognition attributed to the Architect ("constructive knowledge"). Such constructive knowledge shall include the knowledge, inference, reliance, awareness, determination, belief, observation and recognition the Architect would have obtained upon the exercise of the Architect's Standard of Care.

...

Umbrella Liability

\$5,000,000 Each Occurrence

.1 Commercial General Liability

\$1,000,000 Each Occurrence / Aggregate \$2,000,000

...

\$1,000,000

...

\$500,000

...

\$5,000,000

**PAGE 5**

§ 3.1.7 Notwithstanding anything to the contrary in this Agreement, the number of meetings with the governmental agencies and the Owner shall not be limited to the extent such meetings are made necessary by the Architect's failure to meet its responsibilities under this Agreement or to otherwise fail to follow the direction of the governmental agencies or the Owner.

...

~~§ 3.2.5~~ Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**PAGE 6**

~~§ 3.2.6~~ The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§.

**§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES**

~~§ 3.3.1~~ Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building

systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

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

#### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

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

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

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

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

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

#### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

##### § 3.5.1 GENERAL

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

##### § 3.5.2 COMPETITIVE BIDDING

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

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

- .1 — procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 — distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 — organizing and conducting a pre-bid conference for prospective bidders;
- .4 — preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 — organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

~~§ 3.5.2.3~~ The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### ~~§ 3.5.3 NEGOTIATED PROPOSALS~~

~~§ 3.5.3.1~~ Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

~~§ 3.5.3.2~~ The Architect shall assist the Owner in obtaining proposals by

- ~~.1~~ — procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- ~~.2~~ — organizing and participating in selection interviews with prospective contractors; and
- ~~.3~~ — participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

~~§ 3.5.3.3~~ The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### ~~§ 3.6 CONSTRUCTION PHASE SERVICES~~

#### ~~§ 3.6.1 GENERAL~~

~~§ 3.6.1.1~~ The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™ 2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

~~§ 3.6.1.2~~ The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

~~§ 3.6.1.3~~ Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### ~~§ 3.6.2 EVALUATIONS OF THE WORK~~

~~§ 3.6.2.1~~ The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

~~§ 3.6.2.2~~ The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.



~~§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.~~

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

~~§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.~~

### **§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR**

~~§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.~~

~~§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.~~

~~§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.~~

### **§ 3.6.4 SUBMITTALS**

~~§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.~~

~~§ 3.6.4.2 In accordance with the Architect approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.~~

~~§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be~~

entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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

**§ 3.6.5 CHANGES IN THE WORK**

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

**§ 3.6.6 PROJECT COMPLETION**

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

...

§ 4.1.1	Programming	Arch / Owner	Entire project area
§ 4.1.2	Multiple preliminary designs	Arch	Entire project area
§ 4.1.3	Measured drawings	Not Provided	
§ 4.1.4	Existing facilities surveys	Not Provided	
§ 4.1.5	Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6	Building information modeling	Not Provided	
§ 4.1.7	Civil engineering	Not Provided	

§ 4.1.8	Landscape design	<u>Not Provided</u>	
§ 4.1.9	Architectural Interior Design (B252™–2007)	<u>Not Provided</u>	
§ 4.1.10	Value Analysis (B204™–2007)	<u>Not Provided</u>	
§ 4.1.11	Detailed cost estimating	<u>Not Provided</u>	
§ 4.1.12	On-site project representation	<u>Not Provided</u>	
§ 4.1.13	Conformed construction documents	<u>Not Provided</u>	
§ 4.1.14	As-Designed Record drawings	<u>Not Provided</u>	
§ 4.1.15	As-Constructed Record drawings	<u>Not Provided</u>	
§ 4.1.16	Post occupancy evaluation	<u>Not provided</u>	
§ 4.1.17	Facility Support Services (B210™–2007)	<u>Not Provided</u>	
§ 4.1.18	Tenant-related services	<u>Not Provided</u>	
§ 4.1.19	Coordination of Owner’s consultants	<u>Not Provided</u>	
§ 4.1.20	Telecommunications/data design	<u>Not Provided</u>	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	<u>Not Provided</u>	
§ 4.1.22	Commissioning (B211™–2007)	<u>Not Provided</u>	
§ 4.1.23	Extensive environmentally responsible design	<u>Not Provided</u>	
§ 4.1.24	LEED <sup>®</sup> Certification (B214™–2007)	<u>Not Provided</u>	
§ 4.1.25	Fast-track design services	<u>Not Provided</u>	
§ 4.1.26	Historic Preservation (B205™–2007)	<u>Not Provided</u>	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	<u>Not Provided</u>	

PAGE 7

None

...

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services: N/A

PAGE 8

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner: N/A

...

~~§ 4.3.4 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect’s services beyond that time shall be compensated as Additional Services.~~

...

§ 5.4 ~~The~~ If available, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines,

both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

~~§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. coordinate the services of its own consultants, if any, with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated 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.~~

~~§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated 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. furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project solely to meet the Owner's needs and interests.~~

~~§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.~~

~~§ 5.8 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. Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.~~

~~§ 5.9 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. the Architect access to the Project site prior to commencement of the Work.~~

~~§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.~~

~~§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.~~

~~§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.~~

## **ARTICLE 6 – COST OF THE WORK**

~~§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land,~~

rights of way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

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

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. 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.

All plans, drawings, specifications, models, reports and other materials and work product prepared or furnished by the Architect or on its behalf, including such materials and work product as are produced by the Architect's subcontractors and consultants, pursuant to this Agreement (collectively, the "Instruments of Service") are and shall be the property of the Owner, free and clear of any claim or retention of rights thereto by the Architect and the Architect's subcontractors and consultants. The Instruments of Service cannot be used by the Architect or the Architect's subcontractors or consultants for any purpose beyond the scope of this Agreement without the prior written consent of the Owner. In addition to the immediately preceding sentence, the Architect agrees to obtain, and

convey and assign to the Owner absolutely and exclusively, all intellectual property rights including, but not limited to, copyrights, in and to the Instruments of Service, and the Architect hereby does so grant, convey and assign to the Owner absolutely and exclusively such of those such rights that it owns.

The Owner shall not reuse or make any modification to the construction documents without the prior written authorization of the Architect. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from or in any way related to or connected with the unauthorized reuse or modification of the Instruments of Service by the Owner or any person or entity that acquires or obtains the Instruments of Service from or through the Owner without the written authorization of the Architect.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. All Instruments of Service may be used by the Owner for the completion of development of the Project and for future renovation, maintenance, repair or replacement.

§ 7.3 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 purposes of 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 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 or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as a publication in derogation of either party's rights.

§ 7.3.1 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 Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants. The Architect will indemnify any action brought against the Owner that is based upon a claim that the Instruments of Service or the Owner's use thereof infringes any United States patent, any copyright or uses a trade secret of a third party (hereinafter "Infringement"). The Architect further agrees to pay all sums which may be assessed against the Owner which relate to such Infringement, provided that the Architect shall be given (i) written notice of all claims of any such Infringement and of any suits brought or threatened against the Owner; (ii) authority to assume the sole defense thereof through its own counsel and to compromise or settle any action, lawsuit, or claim without derogating, in any way, the Owner's rights granted hereunder; and (iii) all available information and reasonable assistance to do so.

§ 7.5 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.

PAGE 9

§ 8.1.1 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 8.1.1. law.

PAGE 10

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

...

[ X ] Litigation in a court of competent jurisdiction

...

### § 8.3 ARBITRATION

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

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

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

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

§

§.

§.

§.

### § 8.3.3.

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

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

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

~~§.~~

~~§.~~

~~§.~~

~~§ 9.1~~ If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to 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. The Architect may, upon thirty (30) days notice to the Owner, terminate or suspend this Agreement upon the Owner's failure to perform in accordance with this Agreement, including the failure, without cause, to make a payment to the Architect required under this Agreement. The notice of termination or suspension must state with specificity the means by which the Owner may cure its nonperformance and the Architect may not terminate or suspend this Agreement if, within thirty (30) days of such notice, the Owner substantially takes such curative measures.

~~§ 9.2~~ If the Owner suspends the Project, for ninety (90) consecutive days for reasons unrelated to a fault of the Architect, 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, fully and satisfactorily performed by the Architect prior to notice of such suspension and, upon such suspension by the Owner or upon the Owner's suspension of the project for more than 120 cumulative days, the Architect may terminate this Agreement by giving not less than thirty (30) days' written notice to the Owner and upon the Owner's failure to resume the Project within such thirty (30) day period.

~~§ 9.3~~ 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 The Owner may terminate this Agreement for cause as provided in this Agreement or upon the Architect's material failure to perform in accordance with the terms of this Agreement. Such termination by the Owner for cause shall be upon not less than seven days' written notice.

~~§ 9.4~~ Either party The Owner may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to the Architect for the Owner's convenience and without cause.

The Owner may terminate this Agreement for cause as provided in this Agreement or upon the Architect's material failure to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

Agreement. Such termination by the Owner for cause shall be upon not less than seven days' written notice.

PAGE 11

~~§ 9.7~~ 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.



~~§ 9.8~~ 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 7 and Section 11.9.

~~§ 10.1~~ 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 8.3.

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

PAGE 12

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Owner shall be a third party beneficiary of each of the Architect's agreement with its consultants and subcontractors.

~~§ 10.7~~ ~~The Subject to the Owner's prior written approval~~ 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.

...

§ 10.9 The Architect shall comply with all local, state and federal laws, rules and regulations applicable to the Architect, including without limitation those relating to equal opportunity, labor, wages, employment and requirements of state loans, grants, funding or approvals.

...

Exhibit C Phase I - Thirty Two Thousand Five Hundred Dollars (\$32,500)

...

Hourly Basis

Exhibit B - Tecton Architects Comprehensive Billing Rates 2012

...

Hourly Basis

Exhibit B - Tecton Architects Comprehensive Billing Rates 2012

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus one and one tenth percent ( 1.1 %), or as otherwise stated below:

...

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows: Not Applicable

Schematic Design Phase	<u>Refer to 11.1</u>	percent (	<u>N/A</u>	%)
Design Development Phase		percent (	<u>N/A</u>	%)
Construction Documents Phase		percent (	<u>N/A</u>	%)
Bidding or Negotiation Phase		percent (	<u>N/A</u>	%)
Construction Phase		percent (	<u>N/A</u>	%)

PAGE 13

Hourly Basis

Exhibit B - Tecton Architects Comprehensive Billing Rates 2012

...

- .1 Transportation and authorized out-of-town travel and ~~subsistence~~; subsistence, excluding home office to Project site;

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one and one tenth percent ( 1.1 %) of the expenses incurred.

...

~~§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE~~

~~If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, 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 completing, using and maintaining the Project as follows:~~

§ 11.10.1 An initial payment of zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 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 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 Architect.

PAGE 14

1 % one percent per month

...

- .2 AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed, or the following: B101™-2007, Exhibit A  
:

...

*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

Exhibit B - Tecton Architects Comprehensive Billing Rates 2012

Exhibit C - Tecton Architects Basic Services  
Exhibit D - Certificate of Liability Insurance

...

Town of Colchester

Jeff Wyszynski, Principal  
Tecton Architects

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Jeff Wyszynski, Principal, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:22:07 on 03/13/2012 under Order No. 0389902983\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*



**Comprehensive Billing Rates****2012**

The following rates will be applied to tasks that the client has agreed to pay on an hourly basis, or to tasks that have specifically been approved by the client as extra hourly services to a fixed fee contract. These rates are subject to periodic adjustment due to changes in labor rates and overhead costs. The hourly rates charged shall be those that prevail at the time services are rendered.

<b>Architecture &amp; Interiors</b>	<b>Hourly Rate</b>
SENIOR PRINCIPALS	\$165
PRINCIPAL	\$150
PROJECT MANAGER	\$135
SENIOR ARCHITECTURAL DESIGNER	\$135
PROJECT ARCHITECT	\$130
ARCHITECTURAL ASSOCIATE	\$105
CONSTRUCTION SPECIALIST	\$120
REGISTERED INTERIOR DESIGNER	\$110
INTERIOR DESIGNER	\$95
PRODUCTION LEADER	\$100
BIM SPECIALIST	\$95
CAD DRAFTSPERSON	\$85
PROFESSIONAL ASSISTANT	\$70
CLERICAL SUPPORT STAFF	\$55

**Payment Terms:** Invoices will be rendered monthly for the work and expenses incurred in the preceding month. Payment is due within 30 days. If payment is not made within 60 days, interest will accrue at one percent (1%) per month on the unpaid balance. The client will also bear all expenses incurred in the collection process such as collection agency, attorney, legal and/or all fees.

**Risk Allocation:** Client and Architect have discussed their risks, rewards and benefits of the project and the Architect's total fee for services. The risks have been allocated such that the Client agrees that to the fullest extent permitted by law, Architect's total liability to the Client, Owner and all construction Contractors and Subcontractors on the project for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of \$500,000. Such causes include but are not limited to Architect's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

The undersigned hereby is in agreement to provide architectural and engineering services for the Colchester Senior Center/Community Center / William J. Johnston Middle School as specified herein for the following fees:

**Phase I.**

Architectural and Engineering:

For all work as outlined in the RFQ to be a fee of \$ 32,500 including all reimbursable expenses

Provide a schedule of fees for any additional work requested outside the contract including work to be performed as part of the agreement between the Architect and Town of Colchester.

  
*Signature*

Jeffrey J. Wyszynski, COO  
*Printed Name and Title*

One Hartford Square West  
*Address*

860.548.0802 x219  
*Phone /Fax*

Tecton Architects Inc.

*Company*

Hartford, CT 06106  
*City/ State / Zip*

jeffw@tectonarchitects.com  
*E-Mail*



# CERTIFICATE OF LIABILITY INSURANCE

Exhibit D  
DATE (MM/DD/YYYY)  
2/15/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Camilleri & Clarke Assoc. Inc. 85 Wolcott Hill Road Wethersfield CT 06109		<b>CONTACT NAME:</b> Fayne Lewis, ACSR, CISR <b>PHONE (A/C No, Ext):</b> (860) 257-4555 <b>FAX (A/C, No):</b> (860) 257-7536 <b>E-MAIL ADDRESS:</b> flewis@camillericlarke.com <b>PRODUCER CUSTOMER ID #:</b> 00000028	
<b>INSURED</b> Tecton Architects, Inc.; FM Innovations, LLC One Hartford Square West Hartford CT 06106		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: The Travelers Indemnity Co.	25658
		INSURER B: Travelers Indemnity Co. Of	25666
		INSURER C: Hartford Accident & Indem.	22357
		INSURER D: XL Specialty Insurance Company	
		INSURER E:	
		INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:** Master11-12BAHired/Non      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			680-1627L616	5/13/2011	5/13/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Contractual						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			BA1675L699	5/13/2011	5/13/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS				\$			
<input checked="" type="checkbox"/> NON-OWNED AUTOS				\$			
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CUP-6274Y378	5/13/2011	5/13/2012	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			02WECCF0564	5/13/2011	5/13/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liability			DPR9693961	5/13/2011	5/13/2012	\$5,000,000 Ea. Claim
	Incl. Environmental						Retro Date: 01/01/1979

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THIS LIMIT WILL BE REDUCED BY PAYMENTS OF CLAIMS & EXPENSES. THIS INSURANCE IS NOT FOR A SPECIFIC PROJECT.

**CERTIFICATE HOLDER**      **CANCELLATION**

Town of Colchester 127 Norwich Avenue Suite 201 Colchester, CT 06415	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  D Overton, CPIW/FAL <i>Dorothy Overton</i>





## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jeff Wyszynski, Principal, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:22:07 on 03/13/2012 under Order No. 0389902983\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



# AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year 2012

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner: **Shipman & Goodwin DRAFT**  
(Name, legal status, address and other information) **March 12, 2012**

**Subject to Revision**

Town of Colchester  
127 Norwich Avenue  
Suite 201  
Colchester, CT 06415

and the Architect:

(Name, legal status, address and other information)

Tecton Architects, Inc.  
One Hartford Square West  
Hartford, CT 06106

for the following Project:

(Name, location and detailed description)

Colchester Senior Center  
Community Center  
William J. Johnston Middle School  
360 Norwich Avenue  
Colchester, CT 06415

### Phase One - Conceptual and Schematic Design:

#### 1. Conceptual Design

- a. Consult with the Owner to determine and confirm the scope and requirements of the project.
- b. Assist the Owner and its Board of Education in the completion of the senior center, community center program specifications, and the educational specifications for the middle school.
- c. Work with the Owner to develop a conceptual design, commensurate budget and project schedules to meet the senior center, community center and educational specifications of the Town and its Board of Education.
- d. Identify requirements to bring the existing building into full code compliance including requirements of the State of Connecticut for a School Building Grant as well as the requirements of other funding sources.
- e. Meet with the Owner, town residents, news media, governing boards and commissions, and others as necessary.

#### 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.

Int.

AIA Document B101<sup>™</sup> – 2007 (formerly B151<sup>™</sup> – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 08:22:07 on 03/13/2012 under Order No.0369902963\_1 which expires on 03/09/2013, and is not for resale.  
User Notes:

(1517773103)

## 2. Schematic Design

- a. Finalize the facility programming to address all functional and operational requirements
- b. Ensure that facility programming complies with the educational standards published by the State Department of Education, and meet the requirements of the Town of Colchester, Board of Education and Board of Selectmen.
- c. Review with the Owner alternative approaches to design and construction of the project.
- d. Prepare documents and models (which become the property of the Owner) to describe the size and scope of the project, including architectural, structural, mechanical and electrical systems, security systems, and other elements as necessary to inform the community about the project.
- e. Meet with the Owner, town residents, news media, governing boards and commissions, and others as necessary to obtain funding approval and update citizens on project progress.

The Owner and Architect agree as follows.

Int.



**TABLE OF ARTICLES**

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

**EXHIBIT A INITIAL INFORMATION**

**ARTICLE 1 INITIAL INFORMATION**

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

| See Exhibit A, Initial Information - attached

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

| Phase One = [March 1, 2012]

- .2 Substantial Completion date:

| Phase One = September 29, 2012

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

*(Paragraph deleted)*

§ 2.2 The Architect shall be responsible for the performance of the Architect's Services as an independent contractor and in a good and workmanlike manner (i) consistent this Agreement; (ii) consistent with the instructions, guidance and direction of the Owner; (iii) consistent with the highest prevailing applicable professional or industry standards; (iv) consistent with sound architectural practices; and (v) as expeditiously as is consistent with such professional skill and care, the orderly progress of the Project, the instructions of the Owner and this Agreement (the standards of this Section 2.2 shall be referred to herein as the "Architect's Standard of Care"). The Architect shall be responsible for the performance of the Architect's Services in compliance with all applicable laws, rules, regulations, ordinances, codes, orders and permits of all federal, state and local government bodies, agencies, authorities and courts having jurisdiction over the Project ("Applicable Law"),

§ 2.2.1 The Architect shall exercise the Architect's Standard of Care in performing all aspects of the Architect's Services. All references in this Agreement or in the Contract Documents to the knowledge, inference, reliance, awareness, determination, belief, observation, recognition or discovery of the Architect or reference to any similar term shall include the constructive knowledge, inference, reliance, awareness, determination, belief, observation, recognition attributed to the Architect ("constructive knowledge"). Such constructive knowledge shall include the knowledge, inference, reliance, awareness, determination, belief, observation and recognition the Architect would have obtained upon the exercise of the Architect's Standard of Care.

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

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

§ 2.5 The Architect shall maintain the following insurance 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.)*

- Umbrella Liability
- \$5,000,000 Each Occurrence
- .1 Commercial General Liability
- \$1,000,000 Each Occurrence / Aggregate \$2,000,000
- .2 Automobile Liability
- \$1,000,000
- .3 Workers' Compensation
- \$500,000
- .4 Professional Liability
- \$5,000,000

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

Int.

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

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

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

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

§ 3.1.7 Notwithstanding anything to the contrary in this Agreement, the number of meetings with the governmental agencies and the Owner shall not be limited to the extent such meetings are made necessary by the Architect's failure to meet its responsibilities under this Agreement or to otherwise fail to follow the direction of the governmental agencies or the Owner.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

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

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

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

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.



§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

(Paragraph deleted)

§ .

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

(Paragraphs deleted)

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Arch / Owner	Entire project area
§ 4.1.2 Multiple preliminary designs	Arch	Entire project area
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building information modeling	Not Provided	
§ 4.1.7 Civil engineering	Not Provided	
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural Interior Design (B252™-2007)	Not Provided	
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site project representation	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Not Provided	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™-2007)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	

Inlt.

§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

None

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services: N/A

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

Init.

- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner: N/A

- .1 ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 ( ) visits to the site by the Architect over the duration of the Project during construction
- .3 ( ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ( ) inspections for any portion of the Work to determine final completion

(Paragraph deleted)

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 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.

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

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

§ 5.4 If available, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall coordinate the services of its own consultants, if any, with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated 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.

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

§ 5.7 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.

Init.

§ 5.8 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work.

*(Paragraphs deleted)*

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 All plans, drawings, specifications, models, reports and other materials and work product prepared or furnished by the Architect or on its behalf, including such materials and work product as are produced by the Architect's subcontractors and consultants, pursuant to this Agreement (collectively, the "Instruments of Service") are and shall be the property of the Owner, free and clear of any claim or retention of rights thereto by the Architect and the Architect's subcontractors and consultants. The Instruments of Service cannot be used by the Architect or the Architect's subcontractors or consultants for any purpose beyond the scope of this Agreement without the prior written consent of the Owner. In addition to the immediately preceding sentence, the Architect agrees to obtain, and convey and assign to the Owner absolutely and exclusively, all intellectual property rights including, but not limited to, copyrights, in and to the Instruments of Service, and the Architect hereby does so grant, convey and assign to the Owner absolutely and exclusively such of those such rights that it owns.

The Owner shall not reuse or make any modification to the construction documents without the prior written authorization of the Architect. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from or in any way related to or connected with the unauthorized reuse or modification of the Instruments of Service by the Owner or any person or entity that acquires or obtains the Instruments of Service from or through the Owner without the written authorization of the Architect.

§ 7.2 All Instruments of Service may be used by the Owner for the completion of development of the Project and for future renovation, maintenance, repair or replacement.

§ 7.3 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as a publication in derogation of either party's rights.

*(Paragraph deleted)*

§ 7.4 The Architect will indemnify any action brought against the Owner that is based upon a claim that the Instruments of Service or the Owner's use thereof infringes any United States patent, any copyright or uses a trade secret of a third party (hereinafter "Infringement"). The Architect further agrees to pay all sums which may be assessed against the Owner which relate to such Infringement, provided that the Architect shall be given (i) written notice of all claims of any such Infringement and of any suits brought or threatened against the Owner; (ii) authority to assume the sole defense thereof through its own counsel and to compromise or settle any action, lawsuit, or claim without derogating, in any way, the Owner's rights granted hereunder; and (iii) all available information and reasonable assistance to do so.

§ 7.5 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.

#### ARTICLE 8 CLAIMS AND DISPUTES

##### § 8.1 GENERAL

§ 8.1.1 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.

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

contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

*(Paragraph deleted)*

**§ 8.2 MEDIATION**

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

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association 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.

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

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

*(Check the appropriate box. 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.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

*(Paragraphs deleted)*

§

§

§

§

**§ 8.3.3.**

**§ 8.3.4 CONSOLIDATION OR JOINDER**

*(Paragraphs deleted)*

§

§

§

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 08:22:07 on 03/13/2012 under Order No.0389902983\_1 which expires on 03/09/2013, and is not for resale.  
User Notes:

(1517773103)

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 The Architect may, upon thirty (30) days notice to the Owner, terminate or suspend this Agreement upon the Owner's failure to perform in accordance with this Agreement, including the failure, without cause, to make a payment to the Architect required under this Agreement. The notice of termination or suspension must state with specificity the means by which the Owner may cure its nonperformance and the Architect may not terminate or suspend this Agreement if, within thirty (30) days of such notice, the Owner substantially takes such curative measures.

§ 9.2 If the Owner suspends the Project, for ninety (90) consecutive days for reasons unrelated to a fault of the Architect, the Architect shall be compensated for services fully and satisfactorily performed by the Architect prior to notice of such suspension and, upon such suspension by the Owner or upon the Owner's suspension of the project for more than 120 cumulative days, the Architect may terminate this Agreement by giving not less than thirty (30) days' written notice to the Owner and upon the Owner's failure to resume the Project within such thirty (30) day period.

§ 9.3 The Owner may terminate this Agreement for cause as provided in this Agreement or upon the Architect's material failure to perform in accordance with the terms of this Agreement. Such termination by the Owner for cause shall be upon not less than seven days' written notice.

§ 9.4 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.

The Owner may terminate this Agreement for cause as provided in this Agreement or upon the Architect's material failure to perform in accordance with the terms of this Agreement. Such termination by the Owner for cause shall be upon not less than seven days' written notice.

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

§ 9.6 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 9.7.

*(Paragraphs deleted)*

## ARTICLE 10 MISCELLANEOUS PROVISIONS

*(Paragraph deleted)*

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

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

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

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

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

Ink.



§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Owner shall be a third party beneficiary of each of the Architect's agreement with its consultants and subcontractors.

§ 10.7 Subject to the Owner's prior written approval 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.

§ 10.8 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.

§ 10.9 The Architect shall comply with all local, state and federal laws, rules and regulations applicable to the Architect, including without limitation those relating to equal opportunity, labor, wages, employment and requirements of state loans, grants, funding or approvals.

#### ARTICLE 11 COMPENSATION

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

*(Insert amount of, or basis for, compensation.)*

Exhibit C Phase I - Thirty Two Thousand Five Hundred Dollars (\$32,500)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Hourly Basis

Exhibit B - Tecton Architects Comprehensive Billing Rates 2012

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

Hourly Basis

Exhibit B - Tecton Architects Comprehensive Billing Rates 2012

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus one and one tenth percent ( 1.1 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows: Not Applicable

Schematic Design Phase	Refer to 11.1	percent (	N/A	%)
Design Development Phase		percent (	N/A	%)
Construction Documents		percent (	N/A	%)
Phase				

Bidding or Negotiation Phase	percent (	N/A	%)
Construction Phase	percent (	N/A	%)
<b>Total Basic Compensation</b>	<b>one hundred percent (</b>	<b>100</b>	<b>%)</b>

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Hourly Basis  
Exhibit B - Tecton Architects Comprehensive Billing Rates 2012

**Employee or Category** **Rate**

**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

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

- .1 Transportation and authorized out-of-town travel and subsistence, excluding home office to Project site;
- .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 Renderings, models, mock-ups, professional photography, and presentation materials 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.


§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one and one tenth percent ( 1.1 %) of the expenses incurred.

*(Paragraphs deleted)*

**§ 11.10 PAYMENTS TO THE ARCHITECT**

§ 11.10.1 An initial payment of zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 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 thirty ( 30 ) days

Int.  




after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

1 % one percent per month

§ 11.10.3 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.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

#### ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document B101™-2007, Exhibit A

- .3 Other documents:  
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit B - Tecton Architects Comprehensive Billing Rates 2012

Exhibit C - Tecton Architects Basic Services

Exhibit D - Certificate of Liability Insurance

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

OWNER

(Signature)

Town of Colchester

(Printed name and title)

ARCHITECT

(Signature)

Jeff Wyszynski, Principal  
Tecton Architects

(Printed name and title)

JEFFREY J. WYSZYNSKI  
FOR TECTON ARCHITECTS

Init.

# COLLECTIVE BARGAINING AGREEMENT

between

TOWN OF COLCHESTER

and

MUNICIPAL EMPLOYEES UNION "INDEPENDENT" (MEUI)  
LOCAL 506, SEIU, AFL-CIO, CLC

REPRESENTING  
TOWN ADMINISTRATORS

July 1, ~~2007~~ **2011** - June 30, ~~2010~~ **2014**

TABLE OF CONTENTS

	<u>Page No.</u>
Preamble	1
ARTICLE 1: Recognition	1
ARTICLE 2: Non Discrimination and Affirmative Action	1
ARTICLE 3: Union Rights	2
ARTICLE 4: Prior Rights and Benefits	3
ARTICLE 5: Prohibition of Strikes	4
ARTICLE 6: Bargaining Unit Work	4
ARTICLE 7: Seniority	4
ARTICLE 8: Vacancies	5
ARTICLE 9: Hours of Work	5
ARTICLE 10: Layoff & Recall	7
ARTICLE 11: Job Descriptions	8
ARTICLE 12: Performance Rating	8
ARTICLE 13: Personnel Records	9
ARTICLE 14: Sick Leave	9
ARTICLE 15: Funeral Leave	11
ARTICLE 16: Vacations	11
ARTICLE 17: Personal Leave & Military Leave	12
ARTICLE 18: Leave Balances	12
ARTICLE 19: Holidays	13
ARTICLE 20: Grievance Procedure	14
ARTICLE 21: Insurance Benefits	16
ARTICLE 22: 401(a) Plan/Section 457 Plan Option	19
ARTICLE 23: Safety and Health	20
ARTICLE 24: Wages	20
ARTICLE 25: Disciplinary Action	21
ARTICLE 26: Savings Clause	22
ARTICLE 27: Union Convention/Training Sessions	23
ARTICLE 28: Duration	23
ARTICLE 29: Pregnancy Leave	24
ARTICLE 30: Employee Mileage Expense Reimbursement	24
ARTICLE 31: Uniforms	24
ARTICLE 32: Volunteer Fire and Ambulance Duty	25
ARTICLE 33: Probationary Period	25
ARTICLE 34: Management Rights	25
ARTICLE 35: Professional Development	26
Signature Page	27
APPENDIX A Evaluation Sheet	27
APPENDIX B Salary Ranges	33
Side Letter of Agreement (Periodontal Rider)	34
Memorandum of Understanding (Youth Services Director)	35
Memorandum of Understanding (Highway Supvr. & Fleet Main. Supvr.)	36
<del>Side Letter of Agreement (Elimination/Transition of Bluecare Enrollees)</del>	37
<b>Memorandum of Agreement (Highway Supervisor)</b>	40
APPENDIX C Health Insurance Plan Summaries	42

PREAMBLE

This Agreement is made and entered into ~~effective the 1st day of July, 2007~~, by and between the Town of Colchester (hereinafter referred to as the "Town") and the Municipal Employees Union "Independent" (hereinafter referred to as the "Union").

ARTICLE 1  
Recognition

Section 1.

The Town of Colchester herein recognizes the Municipal Employees Union Independent, Inc., as the exclusive bargaining representative of the following Administrative employees, whose job titles and/or job classifications were placed within the Administrative Unit by the Connecticut State Board of Labor under ME-19,290 or by agreement of the parties: Highway Supervisor, Fleet Maintenance Supervisor, Assessor, Social Services Director, Fire Marshal, Youth Services Director, Engineer, Water Department Supervisor, Zoning Enforcement Officer/Assistant Planner, and Finance Director.

The Town of Colchester herein recognizes the inclusion of positions of Wetlands Enforcement Officer and Director of Senior Services into the Local 506 (Town Administrative) Bargaining Unit through a Letter of Agreement signed on November 11, 2006. The Town of Colchester herein recognizes the inclusion of the Director of Library Services effective upon ratification of this Agreement.

Section 2.

Whenever the word "Town" is used in the agreement, it shall mean the Town of Colchester. Likewise, when the word "Union" is used it shall mean the Municipal Employees Union Independent. When the word "employee" is used it shall mean an employee in the bargaining unit.

ARTICLE 2  
Non Discrimination and Affirmative Action

Section 1.

The parties agree that neither shall discriminate against any employee on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, physical or mental disability which is unrelated to the ability of the employee to perform a particular job, sexual orientation, military service, or lawful political activity.

Section 2.

The Town shall not discriminate against an employee on the basis of membership or non-membership or lawful activity on behalf of the bargaining unit.

Section 3.

No employee shall be coerced or intimidated or suffer any reprisal, either directly or indirectly, as a result of the exercise of his/her rights under this agreement.

ARTICLE 3  
Union Rights

Section 1.

The Town shall deal exclusively with the Union-designated steward or staff representative in the processing of grievances or any other aspect of the contract administration.

Section 2.

During the terms of this contract or extension thereof, all employees in the Collective Bargaining Unit shall, from the effective date of the contract or within ~~thirty (30)~~ **seven (7)** days from the date of their employment by the Town, as a condition of employment, either become or remain members of the Union in good standing or, in lieu of Union membership, pay to the Union a service fee. The amount of service fees shall not exceed the minimum applicable dues paid to the Union.

Section 3.

The Town agrees to **immediately** deduct from the pay of the bargaining unit members such membership dues, initiation fees, service fees, or reinstatement of service fees as may be fixed by the Union. Such deductions shall continue for the duration of the Agreement or any extension thereof. The Town agrees to voluntary payroll deductions for the Union's Political Action Fund. The Union agrees to indemnify and save the Town harmless against any and all claims, damages, suits or other forms of liability that shall arise out of or by reason of action or inaction taken by the Town for the purpose of complying with the provisions of this Section.

Section 4.

The Union shall supply to the Town written notice at least thirty (30) days prior to the effective date of any change in rates of fees and dues. In addition, the Union shall furnish the Town with a statement signed by the employee authorizing the Town to make dues deduction(s). Service fees shall be deducted automatically by the Town.

Section 5.

The deduction of Union fees and dues or service fees for any month shall be made on a bi-weekly basis during the applicable month and shall be remitted to the Financial Officer of the Union. The monthly dues and/or service fee remittances to the Union will be accompanied by the list of names of employees from whose wages dues deductions have been made. The Union agrees to indemnify and to hold and save the Town harmless against any and all claims, damages, and suits that shall or may arise out of or by reason of any action taken by the Town for the purpose of complying with the provisions of this Article.

Section 6.

No dues or fees will be deducted from an employee who is on leave of absence and has exhausted accumulated sick leave.

Section 7.

- a) The Union-designated steward shall be granted leave from duty without loss of pay or benefits for all grievance meetings between the Town and the Union, arbitration hearings and hearings before the State Board of Labor Relations when such meetings take place at a time during which the Union-designated steward is scheduled to be on duty.
- b) A Union-designated steward shall have reasonable access to the work site without loss of pay or benefits for the purpose of conferring with the Employer or employees, and for the purpose of administering this Agreement after first receiving permission from his/her immediate supervisor.
- c) Where the Union Staff Representative finds it necessary to enter the work site, he/she shall first advise the First Selectman or his/her designee. Such visits shall not unduly interfere with the operation of Town business.

Section 8.

The Town shall provide each member of the bargaining unit a copy of this contract within 10 days of its signing. Likewise the Town agrees to provide a copy of the contract and the name of the Union Steward or Staff Representative to all new bargaining unit members within one week of their date of initial hire.

Section 9.

The Town will provide the Union with two (2) signed contracts after the signing of the agreement.

ARTICLE 4  
Prior Rights and Benefits

~~Nothing in this Agreement shall be construed as abridging any right, benefit, or privilege that an employee has enjoyed heretofore in the courses of his/her employment, unless it is specifically superseded by a provision of this Agreement. This Article shall only apply to any such right, benefit or privilege that meets all of the following conditions. The alleged right, benefit or privilege must have been:~~

- ~~a. A consistent and ascertainable course of conduct;~~
- ~~b. Engaged in for some reasonable length of time;~~
- ~~c. Of which both parties to this Agreement have been aware;~~
- ~~d. Which does not vary the express, written terms of the labor Agreement;~~
- ~~e. Which is in respect to a given set of specific circumstances and conditions.~~

**This Collective Bargaining Agreement contains the complete agreement of the parties with regard to all issues related to employees' wages, hours and other terms and conditions of employment.**

ARTICLE 5  
Prohibition of Strikes

During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction or assist in any work stoppage, strike or slow-down of operations.

ARTICLE 6  
Bargaining Unit Work

Section 1.

Subcontractors will not be used to reduce overtime or eliminate the standard work force or eliminate the hours that bargaining unit members' work.

ARTICLE 7  
Seniority

Section 1.

Seniority shall be defined as status for specific purposes based on an employee's full-time continuous service with the Town, including all authorized paid or unpaid leave providing the employee returns to work immediately at the conclusion of such leave.

The Town shall prepare a list of all employees covered by this Agreement showing their seniority by length of service and deliver the same to the Union office by July 1, of each year.

No employee shall attain seniority rights under this Agreement until he/she has been continuously on the payroll of the Town for a period of 90 calendar days. Upon completion of this period, the name of the new employee shall be added to the seniority list, his/her time commencing on the date of his/her employment.

Section 2.

Until expiration of the first ninety (90) calendar days of work (any lost time will extend the probationary period), an employee may be terminated by the Town in its sole discretion for any reason whatsoever and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance or arbitration provisions of this Agreement.

Section 3.

Seniority shall be lost only by the following events: Unauthorized absences for five (5) days without notifying the Town in writing unless failure to do so is beyond the employee's control; discharge for cause; resignation; layoff in excess of recall period; and failure to report for duty within five (5) days after notification of recall unless such time limit is waived. Seniority accumulation shall be suspended (but not lost) during layoff or during long-term leave of absence without pay (more than thirty (30) days) or leave due to job-related injury or illness which exceeds twelve (12) months.



Section 4.

Seniority shall not be lost by vacation, sick time, job related injuries (provided the employee returns to work), authorized leaves of absence, suspension, or any qualified military service as required by law, up to any limits provided for in this Agreement.

ARTICLE 8

Vacancies

Section 1.

Job vacancy is defined as an opening created by death, retirement, resignation, dismissal or transfer, or the creation of a new position in the bargaining unit. All jobs including upgradings shall be posted.

Section 2.

Prior to filling any vacant bargaining unit position, the employer shall first send notice of any such vacancy to the Union and the Union-designated steward and shall concurrently post a notice of the vacancy where such notices are normally posted. Such notice shall be posted for not less than five (5) calendar days, and the position shall not be filled prior to the expiration of the posting period.

Section 3.

Provided that no employee has recall rights to a vacant position, each vacancy may be filled by promotion based on ability, experience and seniority as reasonably determined by the Town. The Town may also fill the vacancy from outside the bargaining unit, as the Town deems appropriate, if the outside applicant possesses greater skill, experience or ability, as reasonably determined by the Town, than an existing member of the bargaining unit applying for the vacancy.

Section 4.

When an employee is temporarily retained in a vacancy or new position for a period of ninety (90) calendar days, he/she shall be considered qualified and allocated to said position if the position continues to exist; otherwise, he/she shall be returned to his/her former position.

Section 5.

During the period the employee is temporarily retained in a vacancy or new position which has a higher maximum rate of pay, he/she shall temporarily be paid at minimum 2% above his/her current wage rate but no more than the maximum of the range of the higher classification.

ARTICLE 9

Hours of Work

Section 1.

Normal Workweek/Workday. Subject to the operating needs of the Town, the Fire Marshal, Highway Supervisor, Fleet Maintenance Supervisor, Water Department Supervisor, Zoning Enforcement Officer/Assistant Planner, Town Engineer, Director of Senior Services, and Director of Library Services will generally work no less than forty (40) hours per week

Monday through Friday; the Finance Director will generally work no less than thirty-seven and one-half (37.5) hours per week Monday through Friday; and the Assessor, Youth Services Director, Social Services Director, and Wetlands Enforcement Officer will generally work no less than thirty-five (35) hours per week Monday through Friday. Subject to the operating needs of the Town, the normal workday for each position shall generally be as follows:

<u>Position</u>	<u>Normal Workday</u>	<u>Lunch</u>
Fire Marshal	8:30 a.m. - 4:30 p.m.	"on fly"
Highway Supervisor	7:00 a.m. - 3:30 p.m.	½ hr. unpaid
Fleet Maintenance Supervisor unpaid	7:00 a.m. - 3:30 p.m.	½ hr.
Town Engineer	8:30 a.m. - 4:30 p.m.	"on fly"
Assessor	8:30 a.m. - 4:30 p.m.	1 hr. unpaid
Youth Services Director	8:30 a.m. - 4:30 p.m.	1 hr. unpaid
Social Services Director	8:30 a.m. - 4:30 p.m.	1 hr. unpaid
Water Department Supervisor _____ ½ hr. unpaid	8:00 a.m. - 4:30 p.m.	
ZEO/Assistant Planner unpaid	8:00 a.m. - 4:30 p.m.	_____ ½ hr.
Finance Director unpaid	8:30 a.m. - 4:30 p.m.	_____ ½ hr.
Wetlands Enforcement Officer unpaid	8:30 a.m. - 4:30 p.m.	_____ 1 hr.
Director of Senior Services unpaid	8:00 a.m. - 4:30 p.m.	_____ ½ hr.
Director of Library Services unpaid	8:00 a.m. - 4:30 p.m.	_____ ½ hr.

It is mutually understood and agreed that the normal workweek/workday for any employee will vary from time to time subject to the requirements of the job and the operating needs of the Town as directed by the First Selectman or his/her designee. The First Selectman or his/her designee will meet with employees at least two (2) weeks in advance to discuss any change in the employee's work schedule which may last for more than a two (2) week period. Members of the bargaining unit will be required to attend evening meetings or meetings at other times outside of the employee's normal work schedule. The Town agrees to notify the Union and to negotiate over the impact of any permanent schedule change.

Section 2.

Compensatory Time. Compensatory time off may be granted to bargaining unit members at the discretion of the First Selectman when he/she deems that an extraordinary amount of time is or was required to be worked. Compensatory time may be granted on an hour-for-hour basis. Compensatory time must be taken within ninety (90) days of being granted except in

exceptional circumstances as approved by the First Selectman. Compensatory time shall not, under any circumstances, be granted for job-related seminars or conferences.

Financial compensation for compensatory time shall not be allowed under any circumstances at termination of employment. The decision to approve or disapprove compensatory time by the First Selectman shall not be subject to the provisions of the grievance procedure contained in this Agreement unless the Union argues that such decision was made in an arbitrary or capricious manner in relation to compensatory time granted to other employees in substantially comparable circumstances. For the sole purpose of approving and tracking compensatory time or the need for such time, bargaining unit employees will be required to document all hours worked.

ARTICLE 10  
Layoff & Recall

Section 1.

In the event of a reduction in the work force and subsequent recall to work, the provisions of this article shall be controlling.

Section 2.

~~Prior to reducing the work force in a department the Town shall layoff all temporary, seasonal, federally funded or part time employees or employees who have not completed their initial working test period in the department.~~

Section 3 2.

When the Town determines that a reduction in the work force is necessary, the Town shall notify the Union and shall meet to discuss the possible alternative proposals (1) to avoid the layoff or (2) to mitigate the impact on the employee(s).

Section 4 3.

When it becomes necessary for the Town to reduce the work force the Town shall give not less than four (4) weeks written notice to the affected employees.

Section 5 4.

The Town will layoff on the basis of seniority within job titles, with the least senior employee in a job title being laid off first.

Section 6 5.

Likewise, if there is a recall to work the Town shall recall laid off employees on the basis of seniority within a job title, with the most senior employee within a job title being recalled first.

Section 7 6.

Recall rights shall expire twelve (12) months after an employee is laid off. Additionally, if an employee declines a recall opportunity, or fails to respond to a recall opportunity within five (5) days of mailing (certified or registered mail, return receipt requested) of the notice of the recall opportunity by the Town, the employee shall forfeit all recall rights.

Section 8 7.

Recalled employees shall return to the same status they held on the date of layoff in terms of classification, pay rate within classification, vacation and sick leave accumulation, if any, seniority, and all other benefits.

Section 9 8.

No seasonal or part-time employee in a department will be used to perform bargaining unit work while other employees in the department are on layoff.

ARTICLE 11  
Job Descriptions

The Town shall have the right to create and revise job descriptions, subject to the Union's right to negotiate the impact, if any, of any change in a job description. Prior to creating or revising a job description, the Town will provide an opportunity for the Union to have input into the process. The Union has the right to request that the Town review and/or revise a job description.

ARTICLE 12  
Performance Rating

Section 1.

Each employee will be evaluated ~~in the first week in~~ **by the end of** May of each year by his/her supervisor. ~~An overall unsatisfactory performance rating will reduce the employee's next annual salary increase by the full amount of the negotiated increase. The salary increase will be reinstated upon the employee's next overall satisfactory rating (non retroactively). Only an overall unsatisfactory performance rating shall be grievable. Nothing shall preclude the Town from taking appropriate disciplinary action under the just cause provision under Article 25, Section 1 of this Agreement in addition to any reduction to the employee's next salary increase.~~

Section 2.

~~The following ratings shall constitute an overall "unsatisfactory" performance rating for purposes of Section 1 above (see Appendix A - Administrator Evaluation Sheet):~~

- ~~a) Two (2) or more performance criteria rated "unsatisfactory;" or~~
- ~~b) Five (5) or more performance criteria rated "needs improvement;" or~~
- ~~c) Any combination of five (5) or more performance criteria rated either "unsatisfactory" or "needs improvement."~~

~~Prior to issuing an overall unsatisfactory service rating, supervisors shall counsel the employee on any deficiency. When the employee is rated "unsatisfactory" in any performance criteria, the rating supervisor shall state the reasons why. The evaluator shall not act arbitrarily or~~

~~capriciously and shall rate an employee only on relevant and supportive documentation in rating an employee's performance.~~

Section 3 2.

The employee shall be given a copy of any performance rating report which he/she is required to sign at the time of receipt. An employee's signature on such form shall not be construed to indicate agreement or approval of the rating by the employees.

Section 4 3.

Prior to revising the performance rating form, the Town will provide an opportunity for the Union to have input into the process.

ARTICLE 13  
Personnel Records

Section 1.

An employee covered hereunder shall, on his/her request, be permitted to examine and copy any and all materials in his/her personnel file. The Union may have access to any employee's records upon presentation of written authorization by the appropriate employee.

Section 2.

No new negative or derogatory material shall be placed in an employee's personnel file unless the employee has had an opportunity to sign it (indicating receipt of such material). If the employee refuses to sign, a Union steward or Staff Representative shall sign the material (indicating receipt) and be provided a copy. A copy shall be given at the time of signing. At any time, an employee may file a written rebuttal to such materials. An employee may file a grievance objecting to any negative or derogatory material placed in his/her personnel file but such grievances will not be arbitrable under Article 20, Section 4, Step IV of this Agreement unless the employee suffers loss or if the material is considered disciplinary under Article 25, Section 1 of this Agreement.

ARTICLE 14  
Sick Leave

Section 1.

All bargaining unit employees shall accrue sick leave for continuous service upon hire and shall be eligible to use such time after completion of the probationary period. Sick leave accrues at the rate of one (1) working day per completed calendar month of continuous full-time service, including authorized leave with pay, not to exceed twelve days sick leave per year, provided that:

- a. Such leave starts to accrue only on the first working day of the calendar month and is credited to the eligible employee at the end of the calendar month.

- b. An eligible employee employed on less than a full-time basis shall be granted leave in proportion to the amount of time worked as recorded in the attendance and leave records;
- c. No such leave will accrue for any calendar month in which an employee is on leave of absence without pay an aggregate of more than fourteen (14) working days;
- d. Sick leave shall accrue for the first twelve (12) months in which an employee is receiving workers' compensation benefits.

Section 2.

Sick leave pay shall be granted to eligible employees and shall be at the employees base rate of pay:

- a. When incapacitated from performing work due to illness or injury;
- b. For medical, dental or eye examination or treatment for which arrangements cannot be made outside of working hours.
- c. In the event of an emergency due to a serious illness or injury to a member of the immediate family (as defined in Article 15, Section 1), provided that not more than five (5) days of sick leave per calendar year shall be granted with the approval of the supervisor for such purpose.
- d. For going to, attending, and returning from funerals of persons other than members of the employee's family, if notice is given in advance and provided that not more than three (3) days of sick leave per calendar year shall be granted for such purpose. Additional time may be granted to attend other funerals with the approval of the supervisor.
- e. Payment for any lost time from work due to an on-the-job injury for which the employee is not eligible for compensation under the Workers' Compensation Act.
- f. An employee may use accumulated sick leave to make up the difference between workers' compensation payments and the employee's regular pay.

Section 3.

If an employee is sick while on vacation leave, the time shall be charged against accrued sick leave if supported by a medical certificate filed with the supervisor. If an employee attends a funeral during his/her vacation, such attendance will be charged to funeral leave or sick leave in accordance with the applicable contract provision. A holiday occurring when an employee is on sick leave shall be counted as a holiday and not charged as sick leave.

Section 4.

An employee who has been laid off from Town service in good standing and who is re-employed within one (1) year from the effective date of his/her layoff shall retain sick leave accrued to his/her credit as of the effective date of his/her layoff.

Section 5.

Each employee who retires or resigns with ten or more years of service with the Town will be paid for accumulated sick leave at the base rate of pay. Upon death, the employee's designated beneficiary shall be paid for accumulated sick leave at the base rate of pay.

Section 6.

Employees will have the right to accumulate up to 60 days of sick leave. For the sole purpose of bridging the ninety (90) day waiting period for Long Term Disability (LTD) insurance under Article 21, Section 8, employees may accumulate up to 30 additional days of sick leave which can also be drawn from in special circumstances involving serious health conditions at the discretion of the First Selectman.

Section 7.

~~Employees who have not been absent in a calendar year due to sick leave shall receive an additional personal leave day in the following year.~~

ARTICLE 15  
Funeral Leave

Section 1.

In the event of a death in the immediate family of a full time employee, leave consisting of three (3) consecutive working days shall be granted. The employee shall be paid his/her regular rate for any of the three (3) consecutive working days which fall within his/her regularly scheduled shift and for which he/she attends the funeral. The term "immediate family" shall include the employees' spouse or partner in a civil union, child, parent, grandparent, sibling, mother or father in-law, grandchild, or any other relative who is living in the employee's household.

Section 2.

In the event of the death of a brother or sister in-law, aunt, uncle, niece or nephew of the employee or of his/her spouse or partner in a civil union, one (1) paid day leave shall be allowed as long as the employee attends the funeral and the day of the funeral is a regularly scheduled work day.

Section 3.

The First Selectman may, in his/her discretion, grant additional time off for funeral leave which will be deducted from an employee's vacation time, or personal days.

ARTICLE 16  
Vacations

Section 1.

All full-time employees shall receive their vacation time on January 1st of each year based on prior year's accrual. Employees will accrue vacation days based on completed years of service as follows:

<u>Length of Service</u>	<u>Annual Vacation</u>	<u>Accrual Rate</u>
1 year completed	1 week (5 days)	$\frac{5}{12}$ day per month
2-7 years completed	2 weeks (10 days)	$\frac{5}{6}$ day per month
8-14 years completed	3 weeks (15 days)	1 $\frac{1}{4}$ day/month
15 -19 years completed	4 weeks (20 days)	1 $\frac{2}{3}$ day/month
20+ years	5 weeks (25 days)	2 $\frac{1}{12}$ day/month

**New employees, after successfully completing their probationary period, shall earn  $\frac{5}{12}$  of a day of vacation per month, provided that the Town reserves the right to grant up to 1  $\frac{1}{4}$  days of vacation per month for new employees who have completed at least 8 years of service in a prior position(s) or who were earning at least 3 weeks of vacation per year before accepting employment with the Town.**

Section 2.

Employees will be allowed to carry over accrued but unused vacation days to a maximum accumulation of 30 days.

Section 3.

- a. Requests for vacation in weekly increments shall be submitted for approval to the First Selectman or his/her designee in writing at least ten (10) business days in advance.
- b. Normally, individual vacation days will be requested three or more days in advance, but an employee may request such time with 24 hours notice. In case of emergency or unusual circumstances less than 24 hours notice may be given for vacation request.
- c. Any employee may take vacation days in conjunction with personal leave days, holidays or sick leave.

Section 4.

Upon termination or retirement each employee will be paid for accrued vacation at his/her current base rate of pay.

ARTICLE 17

Personal Leave, Military Leave and Jury Duty

Section 1.

In addition to annual vacation, each employee shall receive four (4) personal leave of absence days on January 1st of each calendar year with pay provided twenty-four (24) hours notice is given to the employee's immediate supervisor concerning non-emergency requests. Personal leave is to be used for transacting personal affairs which cannot be conducted during non-work hours. Use of personal leave of absence days for emergency purposes will be permitted with less than twenty-four (24) hour notice. Personal leave shall not be deducted from vacation or sick time credits. Personal leave days not taken in a calendar year shall not be accumulated.



Section 2.

Military leave and the rights and benefits associated therewith shall be provided in accordance with State and Federal law (USERRA), as it may be amended from time to time. During such leave, the employer will pay the difference between the employee's military pay and his/her regular rate of pay for a normal work week for up to a maximum of twelve (12) months of leave.

Section 3.

An employee called to serve as a juror will receive his/her pay less pay received as a juror for each work day while on Jury Duty. An employee on jury duty shall report to work unless directed to report to Court to serve on jury duty. If an employee receives a subpoena or other order of the Court requiring an appearance during regular working hours for Town related actions, time off with pay and without loss of earned leave time shall be granted for town-related actions. In all other cases, employees may use vacation or personal time.

ARTICLE 18  
Leave Balances

The Town shall notify each employee of his/her leave balances. Such an accounting shall be given no later than March 1st of each year.

ARTICLE 19  
Holidays

Section 1. Holidays will be observed as follows:

New Year's Day

Sun: Fri. one-half day to Tues. 7 a.m.  
Mon: Fri. one-half day to Tues. 7 a.m.  
Tues: Mon. one-half day to Wed. 7 a.m.  
Wed: Tues. one-half day to Thurs. 7 a.m.  
Thurs: Wed. one-half day to Fri. 7 a.m.  
Fri: Thurs. one-half day to Mon. 7 a.m.  
Sat: Thurs. one-half day to Mon. 7 a.m.

Martin Luther King Day (One day only)

Sat: Closed Fri.  
Sun: Closed Mon.

Lincoln's Birthday

Floater

Presidents' Day (One day only)

Third Monday in February

Good Friday (One day only)

Memorial Day (One day only)

Last Monday in May

Independence Day (One day only)

Saturday - Closed Friday

Sunday - Closed Monday

Labor Day (One day only)

First Monday in September

Columbus Day (One day only)

Second Monday in October

Veteran's Day (One day only)

Saturday - Closed Friday

Sunday - Closed Monday

Thanksgiving Day & Day After

Thursday and Friday

Christmas Day

Sun: Friday one-half day to Tues. 7 a.m.

Mon: Friday one-half day to Tues. 7 a.m.

Tues: Mon. one-half day to Wed. 7 a.m.

Wed: Tues. one-half day to Thurs. 7 a.m.

Thurs: Wed. one-half day to Fri. 7 a.m.

Fri: Thurs. one-half day to Mon. 7 a.m.

Sat: Thurs. one-half day to Mon. 7 a.m.

Section 2.

Lincoln's Birthday will be treated as a floating holiday at the employee's option with prior approval by the First Selectman.

ARTICLE 20  
Grievance Procedure

Section 1.

Definition: Grievance. A grievance is defined as and limited to a written complaint involving an alleged violation of or a dispute involving the application or interpretation of a specific provision of the Agreement or of a provision incorporated by reference.

Section 2.

Format. Grievances shall be filed on mutually agreed forms which specify (a) facts, (b) the issue, (c) date of alleged violation, (d) contract section violated, (e) the remedy or relief sought.

A grievance may be amended up to and including Step II of the grievance procedure so long as the factual basis of the complaint is not materially altered.

Whenever "days" are used in this article, it shall mean "working days."

Section 3. Time limits.

If a grievance in writing is not filed within fourteen (14) working days after the grievant knows or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

The time limits specified within this article, except for the initial filing, may be extended by mutual agreement of the Union and the Town or its designee, in writing, provided that, if a grievance is not submitted to a higher step in the below procedure, it shall be deemed settled on the basis of the answer in the last step considered. Failure by an administrator or the Town to render his/her decision within the specified time limits shall be deemed to be a denial of the grievance and the grievance shall proceed to the next level.

Section 4.

Step I Immediate Supervisor. If an employee feels that he/she may have a grievance, the employee and/or Union steward or representative will first discuss the matter with the employee's supervisor, in an effort to resolve the problem informally. If unable to do so, it may be submitted in writing to the Supervisor within seven (7) days after the above meeting. The Supervisor shall reply within five (5) working days to the Steward with a copy to the Union. Those employees reporting directly to the First Selectman will submit grievances in writing directly to the First Selectman at Step II of the grievance procedure ~~but may first discuss the matter with the First Selectman at Step I.~~

Step II First Selectman. If no satisfactory resolution arises, the grievance may be submitted within five (5) days to the First Selectman. The First Selectman shall meet with the grievant to discuss and answer the grievance within ten (10) working days. In case of dismissal, suspension, demotion and class

action or union grievance, the grievance shall be submitted directly to Step II.

Step III Mediation. If the grievance is not resolved and the parties mutually agree, the grievance may be submitted to a mediator appointed by the State Board of Mediation and Arbitration for the purpose of helping to resolve the grievance within ten (10) days after receipt of Step II answer. A copy shall be sent to all parties.

Step IV Arbitration. If a grievance is still not settled, it may be submitted, at the request of the Union, to arbitration. The submission of the grievance shall state the provisions of the contract allegedly violated and the remedy sought.

If the grievance was submitted to mediation, grievances shall be submitted to arbitration in writing and must be filed with the ~~Connecticut Board of Mediation and Arbitration~~ **American Arbitration Association (AAA)** no later than ten (10) days after the **initial** mediation session **held** under Step III above **or as of such later date as otherwise mutually agreed in writing.**

If the grievance was not submitted to mediation, grievances shall be submitted to arbitration in writing and must be filed with the ~~Connecticut Board of Mediation Arbitration~~ **AAA** no later than ten (10) days after receipt of the Step II answer.

The arbitrator's award shall be binding. He shall be bound by and must comply with all the terms of this agreement and shall have no power to add to, subtract from or in any way modify the provisions of this agreement. The cost of arbitration shall be borne equally by both parties.

Nothing in this section shall preclude an arbitrator from ruling on both the arbitrability and the merits of a case or for the Town and the Union from combining grievances.

ARTICLE 21  
Insurance Benefits

Section 1.

All bargaining unit employees may elect single, two-person, or family coverage under the Town's Preferred Provider (PPO) Plan, Full Service Dental Plan, and Public Sector Three Tier Prescription Plan up until January 1, 2013, at which time the PPO plan shall no longer be offered to employees.

~~Effective as soon as practicable following the ratification of this Agreement, t~~The following plan design changes ~~shall be~~ were previously implemented with respect to the Preferred Provider (PPO) Plan:

Co-payments under the Preferred Provider (PPO) plan shall be as follows:

Routine office visits and specialist visits (including preventative, specialist and allergy visits)	\$20.00
Urgent care services	\$25.00
Emergency room services	\$50.00
Outpatient surgery	\$100.00
Hospital	\$200.00

~~Effective as soon as practicable following the ratification of this Agreement, o~~Out-of-network deductibles shall be \$400 for individuals, \$800 for subscriber plus one dependent, and \$1200 per family and out-of-network coinsurance (80/20) shall have a maximum of \$1,500 for individuals, \$3,000 for subscriber plus one dependent and \$4,500 per family.

~~Effective as soon as practicable following the ratification of this Agreement, p~~Pursuant to the Public Sector Three Tier Prescription Plan, employees shall pay a \$5.00 copayment for the filling of each generic drug prescription, a \$25.00 copayment for each preferred brand prescription and a \$40.00 copayment for the filling of each non-preferred brand prescription.

Employees shall pay two times (2x) the applicable co-payment for a 100 day supply of a prescription filled by mail order.

~~During the term of this collective bargaining agreement, the Town shall have the right to offer an alternative plan in the form of a high deductible health plan with a health savings account to employees on a voluntary basis. Prior to implementing the alternative plan, the Town shall meet and discuss the terms of the proposed alternative plan with the Union.~~

~~Employees shall be given the opportunity to change their election on an annual basis. Effective January 1, 2013 in lieu of benefits under the PPO Plan, all bargaining unit employees shall elect benefits under the Comp. Mix Plan ("Comp. Mix") as described in Appendix C (as attached hereto).~~

Effective as soon as practicable following ratification of this Agreement, employees may elect benefits under the Comp Mix Plan ("Comp Mix") as described in Appendix C in lieu of benefits under the PPO Plan. Beginning January 1, 2013 the Comp Mix Plan shall be the only medical benefit plan offered to bargaining unit employees.

Employees shall be given the opportunity to change their election on an annual basis.

#### Section 2.

The Town will pay the full cost of the employee's group life insurance. Said insurance shall be in the amount of \$100,000. In addition, an employee may elect to double his/her life insurance coverage at his/her own expense. An employee who doubles his/her life insurance coverage shall pay the Town's term group rate for the additional life insurance by payroll deduction.

#### Section 3.

- a) For non-Medicare eligible employees who retire on or after July 1, 1998, medical coverage for the most cost-effective plan offered to Town employees shall be provided for the retiree and the retiree's spouse at the group rate for such benefits for a period not to exceed five (5) years or upon the retiree's eligibility for Medicare with the cost of the monthly premium paid by the retiree. Once an employee opts out of such plan coverage he or she will not be eligible for readmission.
- b) At such time as a retiree who retires on or after July 1, 1998 becomes eligible for Medicare, the Town shall provide for Medicare risk plan coverage as an alternative to Medicare with the cost of the monthly premium paid by the retiree as long as such plans are available to the Town.

Section 4.

All references in this agreement to types of benefits are solely for the purpose of description and identification, and in all cases the terms and provisions of the insurance policies themselves shall govern any claim.

Section 5.

Effective **and retroactive to July 1, 2007 2011**, each member of the bargaining unit shall contribute, through bi-weekly payroll deduction, ~~fifteen percent (15%)~~ **seventeen percent (17%)** of the monthly premium cost for individual, two-person, or family medical, dental, vision and prescription drug benefit coverage **under the PPO Plan. Employees who elect benefits under the Comp Mix Plan following ratification of this Agreement also shall be responsible for paying seventeen percent (17%) of premium costs.** Pursuant to the Town's Section 125 Plan, any insurance contribution made by employees shall be made on a pre-tax basis.

Section 6.

Effective July 1, ~~2008~~ **2012**, each member of the bargaining unit shall contribute, through bi-weekly payroll deduction, ~~fifteen percent (15%)~~ **seventeen percent (17%)** of the monthly premium cost for individual, two-person, or family medical, dental, vision and prescription drug benefit coverage ~~through December 31, 2012~~ **under the PPO or Comp Mix Plan.** **Effective January 1, 2013, each member of the bargaining unit shall continue to contribute, through bi-weekly payroll deduction, seventeen percent (17%) of the monthly premium cost for individual, two-person, or family medical, dental, vision and prescription drug benefit coverage under the Comp Mix Plan, since as of such date the PPO Plan shall no longer be offered to employees.** Pursuant to the Town's Section 125 Plan, any insurance contribution made by employees shall be made on a pre-tax basis.

Section 7.

Effective July 1, ~~2009~~ **2013**, each member of the bargaining unit shall contribute, through bi-weekly payroll deduction, ~~sixteen percent (16%)~~ **eighteen percent (18%)** of the monthly premium cost for individual, two-person, or family medical, dental, vision and prescription drug benefit coverage **under the Comp. Mix Plan.** Pursuant to the Town's Section 125 Plan, any insurance contribution made by employees shall be made on a pre-tax basis.

**In addition to the above-referenced premium cost sharing, effective beginning with the contract year commencing January 1, 2014, and continuing thereafter if premium (or premium equivalent costs) for benefits offered under the Comp. Mix Plan increase from the prior plan year to the next by ten percent (10%) or more, then the parties agree to share evenly in the increased costs above the ten percent (10%) threshold; if the premium (or premium equivalent costs) decrease from the prior plan year to the next by ten percent (10%) or more, then the parties shall evenly share in the decreased costs above the ten percent (10%) threshold. By way of example, if costs under the Comp Mix Plan increase by fifteen percent (15%) beginning January 1, 2014 as compared to the prior**

year, then employees will pay their regular premium cost sharing and in addition, will be responsible for one-half (1/2) of the premium cost increase above ten percent (10%) (i.e., and additional 2.5% of premium under this hypothetical example).

Section 8.

All employees shall be enrolled in the Anthem Blue Cross Blue Shield Vision Plan ~~plan B-b~~ with a \$10.00 copay for eye exams and a \$10.00 copay for materials.

Section 9.

Upon notification and explanation to the bargaining unit members of the effective changes, the Town may change or alter insurance plans and/or insurance carriers or to decide to self-insure such benefits, provided, however, that any substitute plan will offer substantially equivalent benefits and privileges provided by the plans in effect on the whole and as specified in this Agreement and provided further that it is not the Town's intent to substitute a plan or plans which restrict the employee's right to choose his or her provider of medical services.

Section 10.

As set forth more fully in the long term disability plan design which will be made available to all employees, an employee who is disabled due to an accident or sickness which is not compensable under the Workers' Compensation Act and who has exhausted all of his/her paid leave benefits shall be eligible for weekly accident/sickness disability insurance payments up to 60% of his/her base rate at the time of disability to a maximum of \$2,000 per month. These benefits will be offset by weekly worker's compensation benefits (not to include specific indemnity benefits covering specific loss or disfigurement), and other state or federally mandated benefits the employee receives. In no instance shall such benefits begin until after 90 days of disability. The Town reserves the right to terminate an employee while on disability if circumstances warrant such termination without violating state or federal law.

Section 11.

The Town will provide insurance coverage for the Fleet Maintenance Supervisor's personal tools up to \$15,000 with no deductible. The Fleet Maintenance Supervisor will provide the First Selectman with an inventory of personal tools in use for approval. Under no condition will insurance coverage be provided for tools not included in the inventory.

ARTICLE 22

401(a)/Section 457 Deferred Compensation Plan

Section 1. 401(a) Plan.

Full-time employees will be eligible to participate in a Section 401(a) Plan after completing one year of employment **probation** with the Town. Plan details will be provided to each eligible employee. ~~Effective July 1, 2007, the Town and employee will each contribute seven (7%) percent of base pay only (not including overtime, longevity, etc.) beginning on the employee's first anniversary date. Effective July 1, 2008, the Town and employee will each contribute~~



~~seven and one-half (7.5%) percent of base pay only (not including overtime, longevity, etc.) beginning on the employee's first anniversary date.~~ Effective July 1, 2009, the Town and employee will each contribute seven and three-quarters (7.75%) percent of base pay only (not including overtime, longevity, etc.) ~~beginning on the employee's first anniversary date.~~

**Effective July 1, 2012, the Town and employee will each contribute eight (8.0%) percent of base pay only (not including overtime, longevity, etc.).** Employee contributions will be made on a pre-tax basis. The combined contribution by the Town and the employee will not exceed the maximum allowed by law per year. Employees can voluntarily contribute more than the maximum percentages quoted above on an after-tax basis subject to annual limits allowed by law including pre-tax employer and employee contributions. **The Town's Contribution to the 401(a) Plan of each bargaining unit employee hired after the ratification of this Agreement January 1, 2012 shall vest in accordance with the following schedule:**

After one (1) year of service:	twenty percent (20%)
After completing two (2) years of service:	forty percent (40%)
After completing three (3) years of service:	<del>S</del> sixty percent (60%)
After completing four (4) years of service:	eighty percent (80%)
After completing five (5) years of service:	one hundred percent (100%)

←----- Formatted: Normal, Widow/Orphan control

#### Section 2. Section 457 Deferred Compensation Plan

Full-time employees shall have the option of contributing to the Town's Section 457 Plan after ninety (90) days of employment in addition to the 401(a) plan described in Section 1 to the maximum contributions allowed by law per year. Plan details will be provided to each eligible employee. Employee contributions that are made to the 457 Plan are in addition to employee contributions made to the 401(a) plan. The Town will not make matching contributions to the 457 Plan.

### ARTICLE 23 Safety and Health

#### Section 1.

Any employee involved in any accident shall immediately report said accident and any physical injuries sustained to his/her supervisor and the Union Steward. The Employer shall notify the Union of all industrial accidents requiring medical attention, "close calls," and unsafe conditions which occur as soon as practical upon their occurrence.

#### Section 2.

The Employer agrees to continue to make every reasonable effort to provide safe and healthful conditions of work for bargaining unit employees and to make available to said employees protective equipment required by existing state or federal law. Employees are to use the protective equipment provided and to conduct themselves in a safe and responsible manner.

ARTICLE 24

Wages

Section 1.

Employees shall receive their paychecks prior to quitting time every other Friday. Employees leaving on vacation will be given his/her current paycheck on Thursday afternoon, and a vacation paycheck if requested one week in advance of the payroll closing date.

Section 2.

Salary ranges for each job title are attached as Appendix B.

Section 3.

~~Salaries shall be increased by three and one-half percent (3.5%) retroactive to July 1, 2007. Salaries shall be increased by three and one-quarter percent (3.25%) retroactive to July 1, 2008 and by two and three-quarter percent (2.75%) on July 1, 2009.~~

**Salaries shall be increased by three percent (3.0%) effective and retroactive to July 1, 2011. Salaries shall be increased by two and three-quarter percent (2.75%) effective July 1, 2012 and by two and one-half percent (2.5%) effective July 1, 2013.**

Section 4.

Longevity. After the completion of the fifth year of service, longevity compensation shall be paid on July 1st of each fiscal year as follows:

6th to 9th year	\$450
10th to 14th year	\$500
15th to 19th year	\$600
20 and over	\$750

~~Longevity payments shall be made in a separate check.~~

~~Employees hired on or after July 1, 2011, shall not be eligible for longevity pay.~~

Longevity payments, like all other wage payments, shall be made by way of direct deposit to an account designated by the employee.

ARTICLE 25

Disciplinary Action

Section 1.

"Disciplinary action" as used in this article shall be defined as limited to verbal warning, written warning, suspension or discharge or exercising a right not to reappoint an appointed official. All disciplinary action shall be for just cause.

Section 2.

All disciplinary actions shall be consistent with the infraction for which discipline is being applied.

Section 3.

Progressive disciplinary procedures will be followed unless the subject infraction is of such a nature to warrant more severe disciplinary action. Such discipline may include verbal warning, written warning, suspension or dismissal.

Section 4.

An employee must be notified prior to being suspended or dismissed. Such notice shall cite the reason for the discipline, effective date of the discipline and the notice of right of appeal.

Section 5.

An employee who is being interviewed concerning an incident which may subject him/her to disciplinary action shall be informed of his/her right to have a Union Steward present prior to the start of the meeting. If the employee decides during an interview he/she needs a representative, the meeting will come to a close until the Union representative can be present.

Section 6.

Whenever it becomes necessary to discipline an employee or apprise an employee of his/her shortcomings, the supervisor vested with that responsibility shall undertake such talks in a manner that will not cause embarrassment to the employee.

Section 7.

All disciplinary actions may be appealed through the established grievance procedure.

Section 8.

~~Authorization and Level of Discipline. In recognition of the various levels of command and degrees of improper conduct which may warrant discipline, the following supervisory personnel may impose the below described levels of discipline:~~

- ~~a) — A non bargaining unit Department Head:
  - ~~(1) — Oral Reprimand~~
  - ~~(2) — Written Reprimand~~~~
  
- ~~b) — Public Works Director:
  - ~~(1) — Oral Reprimand~~
  - ~~(2) — Written Reprimand~~~~
  
- ~~c) — First Selectman:
  - ~~(1) — Oral Reprimand~~
  - ~~(2) — Written Reprimand~~
  - ~~(3) — Suspension without pay~~~~

- (4) — Suspension with pay
- (5) — Dismissal

Section 9 8.

Investigation of Citizen Complaints. Citizens who complain about the performance or conduct of an employee shall be encouraged to a) identify themselves, and b) reduce their complaint to a written statement promptly, normally within ten (10) days. ~~An oral complaint which is not promptly reduced to writing either through a written complaint or the filing of an investigative report corroborating the oral complaint shall not be investigated unless it involves a charge which the Town is otherwise required by law to investigate or where the alleged poor performance or alleged misconduct would represent a violation of Town rules and regulations.~~ In such case where the complaint is not reduced to writing and signed, no employee will be disciplined solely based on an oral complaint without corroborating proof.

~~A copy of the complaint or initial investigative report will be furnished to the employee at the outset of the investigation, together with the time, if known, of filing the oral complaint, if any. The identity of a citizen complainant is a critical element of the Employer's burden to establish just cause for discipline, such identity will be disclosed during the course of informal proceedings prior to notice of discipline.~~

**In the course of conducting an external investigation of an employee's performance or conduct, the Town shall provide the employee who is the subject of the investigation with written notice of the charges and an opportunity to respond before making any decisions as to the consequences, if any, which shall result from the investigation of an employee's performance or conduct.**

ARTICLE 26  
Savings Clause

Section 1.

If any section, sentence, clause or phrase of this agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this agreement shall not be affected thereby, it being the intention of the parties in adopting this agreement that no portion thereof or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provisions, and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein, separately and apart from the other. The parties agree to immediately negotiate a substitute for the invalidated articles, section, sentence, clause and phrase.

ARTICLE 27  
Union Convention/Training Sessions

Section 1.

The Town shall, upon reasonable advance notice, permit two (2) employees to attend one convention each year without loss of pay or benefits, to be taken as a personal day.

Section 2.

The Town shall, upon reasonable advance notice, permit one (1) employee whom the Union designates, to attend a one day training session per contract year. The time shall be taken without loss of pay or benefits.

ARTICLE 28

Duration

Section 1.

The Town and the Union agree that unless a particular provision is stated to be retroactive, this Agreement shall be effective as of the date of signing and shall remain in full force and effect until June 30, ~~2010~~ **2014**. The Town and the Union agree that only those employees on the active payroll as of the date of signing shall be eligible for any retroactive wages or benefits. This Agreement shall remain in full force and be effective during the period of negotiations.

Section 2.

Either party may notify the other party in writing of its desire to bargain collectively with respect to the successor agreement. Negotiation sessions shall commence on or about January, ~~2010~~ **2014**, with an expected completion date of June 30, ~~2010~~ **2014**.

ARTICLE 29

Pregnancy Leave

Section 1.

~~Pregnancy leave shall be granted in accordance with the law~~ **The Town will comply with all provisions of the Federal Family and Medical Leave Act in accordance with the policies of the Town.**

~~Section 2.~~

~~An employee will continue to accrue sick leave in accordance with Article 14 while she is on a pregnancy leave.~~

~~Section 3.~~

~~A pregnant employee will inform the First Selectman before she leaves work if she intends to return to her job.~~

Section 4 2.

Paternity Leave. Five days will be granted which shall be deducted from an employees sick leave balance to a parent at the time of birth, adoption or taking custody of a child. Additional time may be granted to an employee who requests such time or as required by law.

ARTICLE 30

Employee Mileage Expense Reimbursement

Section 1.

Employees who wish to use their vehicles for Town business and who are authorized in advance to do so shall be entitled to reimbursement at the IRS rate and the payment shall be

made within a month after submission of an itemization of mileage accrued. ~~No employee shall be required to use his/her personal vehicle for company business.~~

Section 2.

~~The Highway Supervisor and the Fire Marshal shall be allowed to use Town provided vehicles for travel to and from work including use of the vehicles to respond to Town emergencies but no off duty personal use of the Town provided vehicles will be allowed unless approved by the First Selectman. The Town shall have the right to reassess and revoke such use during the term of this Agreement should the number of miles to and from the Town increase due to a change in either employee's place of domicile.~~

ARTICLE 31

Uniforms

Section 1.

The Fleet Maintenance Supervisor and the Highway Supervisor shall be provided with eleven (11) rental uniforms, plus two (2) jackets, to be furnished and repaired at the Town's expense. The Fire Marshal shall be provided with one (1) dress uniform to be furnished and repaired at the Town's expense.

Section 2.

The Fleet Maintenance Supervisor, and the Highway Supervisor **and the Water Department Supervisor** who are required by OSHA to wear safety shoes shall receive a ~~\$130.00~~ **two hundred dollar (\$200.00)** safety shoe allotment on July 1st of each contract year. Upon documented proof of purchase, the employee will be reimbursed from the allotted amount within the two (2) to four (4) week period following submittal of said documentation.

Section 3.

Personal clothing, watches up to \$100.00, dentures, eyeglasses, or contact lenses, damaged, lost, or destroyed during a work-related activity will be repaired or replaced by the Town, provided such loss, destruction or damage is reported within forty-eight (48) hours of its occurrence and is not in any way due to the employee's own negligence. The forty-eight (48) hour time limit shall be extended due to circumstances beyond an employee's control. All claims of lost personal property shall be subject to approval by the First Selectman or his/her designee. The Town reserves the right to reimburse the employee in lieu of repairing or replacing such items upon proper showing of receipt of purchase.

ARTICLE 32

Volunteer Fire and Ambulance Duty

Section 1.

Any bargaining unit employee who is a member of the **Colchester-Hayward Volunteer Fire Department** or ~~Volunteer Ambulance Association~~ shall be released from work without loss of pay or benefits to respond to emergencies. The officer on the scene will determine which volunteers are needed.

ARTICLE 33  
Probationary Period

Section 1.

A new employee will accrue sick leave and vacation time upon hire, and shall be eligible to use such time after completion of ninety (90) calendar days of work.

Section 2.

Employees hired during the year shall receive pro-rata personal leave days as follows and shall be allowed to use same at the completion of the probationary period:

Hired on or after January 1 through March 31--3 personal leave days

Hired on or after April 1 through June 30--2 personal leave days

Hired on or after July 1 through September 30 - 1 personal leave day

Hired on or after October 1 through December 31 -- 0 personal leave days

Section 3.

New employees shall qualify for holiday pay upon hire.

Section 4.

Insurance coverage for new employees will commence on the first day of the month following the completion of the probationary period. An application of insurance will be completed on date of hire. **The waiting period for new hires may be waived by the first Selectman in his/her discretion.**

ARTICLE 34  
Management Rights

Section 1.

Except as otherwise limited by an express provision of this Agreement the Town reserves and retains, whether exercised or not, all the lawful and customary rights, powers and prerogatives of public management. Such rights include but are not limited to establishing standards of productivity and performance of its employees; determining the mission of an agency and the method and means necessary to fill that mission, including the contracting out of work without eliminating bargaining unit positions; the discontinuing of services, positions, or programs in whole or in part as long as other non-bargaining unit employees do not perform the bargaining unit work in question; the determination of the content of job classifications; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate disciplinary action against its employees for just cause; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

Section 2.

Those inherent management rights not restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure.

ARTICLE 35  
Professional Development

Section 1.

The Town shall continue to provide necessary training or continuing education to maintain certifications or other forms of job related professional development. All such training, continuing education, or job related professional development must be pre-approved by the First Selectman.

Section 2.

The Town shall pay the registration cost of job-related education or professional development courses or programs which are necessary for bargaining unit employees to obtain and/or maintain required certifications or licenses in their positions as Town employees provided that such employees obtain the approval of the First Selectman prior to registering for the course or program. It is understood that the number of requests so approved may be limited by the availability of the remaining funds budgeted annually for this purpose.



IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS  
| \_\_\_\_\_ DAY OF \_\_\_\_\_, ~~2009~~ 20112.

FOR THE UNION

FOR THE TOWN OF COLCHESTER

\_\_\_\_\_  
Danielle McMullen  
MEUI Representative

\_\_\_\_\_  
~~Linda Hodge~~ **Gregg Schuster**  
First Selectman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Chaponis  
Union Steward

\_\_\_\_\_  
Date

Appendix A

TOWN OF COLCHESTER, CONNECTICUT

**ADMINISTRATOR EVALUATION SHEET**

Evaluation Date: \_\_\_\_\_ Evaluation Period From: \_\_\_\_\_ to \_\_\_\_\_  
Employee Name: \_\_\_\_\_  
Job Title: \_\_\_\_\_ Date of Hire: \_\_\_\_\_  
Department: \_\_\_\_\_  
Evaluator: \_\_\_\_\_

An evaluation will be completed annually using this form. The employee will complete Section A. The Supervisor will complete Section B. After both parties have completed this form a meeting will be scheduled to discuss the evaluation. The employee and the supervisor must sign this evaluation.

**Section A. Employee's Comments**

1. Accomplishments: (Indicate progress toward and/or completion of job related goals):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Job Goals: (List your specific job related goals, both short and long term):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Career Goals: (List your career goals and any specific assignments for which you have a preference during the next 3 to 5 years. These form the basis for career discussion with your supervisor):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Section B. Supervisor's Evaluation**

Read each of the performance criteria and definitions carefully. Understand the general scope, principle and detail of each category before an attempt is made to make your evaluation. Circle the appropriate rating and make the necessary comments that most accurately reflect and support your evaluation. Any rating in the lowest or the highest item of any category must be justified in the appropriate comment section. Use an attachment if more space is needed.

Your evaluation must be objective in that it eliminates personal prejudices, bias, or favoritism. Disregard all general impressions when evaluating specific factors.

All evaluations must be based on demonstrated performance and observed characteristics - not on anticipated or assumed performance. Use factual records, including performance standards, whenever possible.

Evaluate the employee on performance throughout the entire evaluation period. Do not evaluate on single accomplishments or failures or most recent performance.

Do not confuse performance with seniority. An employee with a short service record may be doing a more effective job than an employee with longer service.

**Rating Terms:**                    Unsatisfactory (US)            Exceeds Expectations (EE)  
   Needs Improvement (NI)    Outstanding (OS)  
   Satisfactory (SA)

**1. Goal Setting**

Rating

- US     Fails to set goals.
- NI     Sets goals when directed.
- SAT   Sets readily attainable goals.
- EE     Sets aggressive but attainable goals.
- OS     Sets highly challenging but realistic goals.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Job Knowledge**

Rating

- US     Knows only the essentials of routine matters.
- NI     Knowledge adequate for present job, but not informed on related work.
- SAT   Satisfactory knowledge of present job, with sufficient knowledge of related jobs to effect good coordination.

- EE Well informed on details of own job and essential factors of related jobs.
- OS Outstanding knowledge on all phases of own and related work.

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**3. Accepting Responsibility**

Rating

- US Unwilling to be held accountable. Entirely dependent. Noncommittal.
- NI Often avoids responsibilities. Reluctant to be committed or to be held accountable.
- SAT Accepts responsibility to a satisfactory degree. Willing to accept risk of authority and to be held accountable.
- EE Willing to make commitments and to assume full responsibility for all activities under direct control.
- OS Makes commitments and assumes full responsibility including activities not under direct control.

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**4. Ability to Plan and Organize**

Rating

- US Work frequently shows lack of proper planning.
- NI Seems to understand value of planning but needs assistance with routine work.
- SAT Plans routine work satisfactorily but is sometimes not effective with unusual situations.
- EE Plans difficult work in an excellent manner and meets emergency situations promptly.
- OS Highly competent in organizing and directing complicated procedures and operations.

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**5. Judgment and Decisiveness**

Rating

- US Exercises poor judgment. Makes rash decisions or unwilling to make decisions.
- NI Noncommittal or inclined to snap judgment . Decisions of marginal value.
- SAT Exercises good judgment. Decisions reasonably prompt and accurate.
- EE Exercises excellent judgment. Decisions generally prompt and accurate.
- OS Decisions prompt and accurate.

Comments: \_\_\_\_\_

---

---

---

**6. Control of Operations**

Rating

- US Does not know status of expense, schedule or assignments.
- NI Does not adequately control expense, schedule or assignments.
- SAT Maintains satisfactory control of expense, schedule or assignments.
- EE Maintains consistent expense controls and performs trade off on expense and schedule or assignments in all areas with advance notice of unfavorable performance in either.
- OS Excellent control of all factors of his/her operations (expense, schedule, and personnel assignments).

Comments: \_\_\_\_\_

---

---

---

**7. Quality Assurance**

Rating

- US Does not assume any responsibility for quality of work performed.
- NI Shows little or no interest in improving quality of work performed.
- SAT Does a satisfactory job of accepting responsibility for quality of work performed.
- EE Willing to make commitments and assume full responsibility towards improving quality performance.
- OS Aggressively pursues quality leadership in products and services. Decisions and actions are based on improving quality culture and making the Town a recognized quality leader.

Comments: \_\_\_\_\_

---

---

---

**8. Ability to Improve Methods**

Rating

- US Complacent. Does things as they have always been done.
- NI Makes some effort to change, if directed.
- SAT Improves methods when need is apparent.
- EE Resourceful. Constantly improving ways to do things.
- OS Highly innovative. Outstanding in improving methods regardless of obstacles.

Comments: \_\_\_\_\_

---

---

---

**9. Ability to Cooperate with Others**

Rating

- US      Obstructionist. Thinks only of his/her own unit.
- NI      Difficult to secure his/her cooperation.
- SAT     Will cooperate when the need is great.
- EE      Cooperative. Willing to help out other activities.
- OS      Exceptionally cooperative.

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Overall Rating: Circle One\*.**

Unsatisfactory	Needs Improvement	Satisfactory	Exceeds Expectation	Outstanding
----------------	----------------------	--------------	------------------------	-------------

\*Include justification for overall rating in the General Comments (Use reverse side if necessary)

General Comments:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Required Signatures:**

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I understand that my signature on this evaluation does not mean that I agree with this evaluation, but that I have received a copy.

Evaluatee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluatee's Comments:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(Use reverse side if necessary)

Appendix B  
Salary Ranges

<u>Title</u>	<u>Salary Range</u>
Assessor	\$50,000 - \$8087,000
Finance Director	\$45,000 - \$7579,000
Fire Marshal	\$35,000 - \$5560,000
Fleet Maintenance Supervisor	\$40,000 - \$7579,000
Highway Supervisor	\$40,000 - \$7579,000
Social Services Director	\$35,000 - \$50,000
Town Engineer	\$50,000 - \$8588,000
Water Department Supervisor	\$40,000 - \$7579,000
Youth Services Director	\$35,000 - \$6073,000
ZEO/Assistant Planner	\$35,000 - \$60,000
Wetlands Enforcement Officer	\$35,000 - \$5054,000
Director of Senior Services	\$35,000 - \$60,000
Director of Library Services	\$50,000 - \$8081,000
<u>Director of Operations</u>	<u>\$60,000 - \$82,000</u>



SIDE LETTER OF AGREEMENT

between

TOWN OF COLCHESTER

and

MUNICIPAL EMPLOYEES UNION "INDEPENDENT" (MEUI)

LOCAL 506, SEIU, AFL-CIO, CLC

(TOWN ADMINISTRATORS)

The parties agree that the Town will provide bargaining unit employees with a periodontal rider chosen by the Town and subject to the monthly premium cost sharing for dental benefit coverage pursuant to Article 21, Section 5 of the current collective bargaining agreement. This periodontal rider will be in addition to the dental coverage already provided to all town employees.

Agreed to and Approved by the undersigned.

FOR THE UNION

FOR THE TOWN

\_\_\_\_\_  
Danielle McMullen  
MEUI Representative

\_\_\_\_\_  
Linda Hodge  
First Selectman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the Town of Colchester (hereinafter the "Town") and Municipal Employees Union "Independent," Local 506, SEIU (hereinafter the "Union") in connection with the contract negotiations for a successor to the July 1, 2004 2007- June 30, 2007 2011 Collective Bargaining Agreement. The Town and the Union hereby agree as follows:

The incumbent in the Youth Services Director position shall, on a one-time basis, progress on the existing Salary Range for that position in accordance with the following schedule:

Effective and retroactive to July 1, 2007 2012, she shall receive a market salary adjustment of ~~three thousand dollars (\$3,000)~~ **one thousand seven hundred and fifty dollars (\$1,750)** and then be subject to the ~~three and one-half percent (3.5%)~~ **two and three-quarter percent (2.75%)** general wage increase effective and retroactive to July 1, 2007 2012 as provided in Article 24, Section 3 of the 2007-2010 2011-2014 Collective Bargaining Agreement between the parties.

Effective July 1, 2013, she shall receive a market salary adjustment of **one thousand seven hundred and fifty dollars (\$1,750)** and then be subject to the **two and one-half percent (2.5%)** general wage increase effective July 1, 2013 as provided in Article 24, Section 3 of the 2011-2014 Collective Bargaining Agreement between the parties.

~~Thereafter, she will only receive general wage increases as required by Article 24, Section 3 of the 2007-2010 collective bargaining agreement between the parties.~~

The Town and the Union agree that this Agreement shall not create a practice or precedent in any respect and shall not under any circumstances be used as evidence in any negotiations, arbitration or other proceedings between them.

MUNICIPAL EMPLOYEES UNION      TOWN OF COLCHESTER  
"INDEPENDENT," LOCAL 506, SEIU

\_\_\_\_\_  
Danielle McMullen  
MEUI Staff Representative

\_\_\_\_\_  
Linda Hodge Gregg Schuster  
First Selectman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

---

John Chaponis  
Union Steward

---

Date

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the Town of Colchester (hereinafter the "Town") and Municipal Employees Union "Independent," Local 506, SEIU (hereinafter the "Union") in connection with the July 1, 2004 successor contract negotiations. The Town and the Union hereby agree as follows:

Effective and retroactive to July 1, 2004 the Highway Supervisor and Fleet Maintenance Supervisor shall be compensated for overtime pay for all weather related work activity. The following shall become effective only after having accumulated 80 hours of compensatory time, per contract year, for responding to said activities.

The rates used for compensatory and overtime shall be in accordance with overtime rates used for the other Town bargaining units and shall be as follows:

- a. Overtime at time and one-half the equivalent of the employee's hourly rate of pay.
- b. Overtime for Sundays and holidays at two times the equivalent of the employee's hourly rate of pay.
- c. In excess of 12 hours worked, the employee shall receive a 2 hour rest period or the equivalent in the rate of pay.

The Town and the Union agree that this Agreement shall not create a practice or precedent in any respect and shall not under any circumstances be used as evidence in any negotiations, arbitration or other proceedings between them.

MUNICIPAL EMPLOYEES UNION      TOWN OF COLCHESTER  
"INDEPENDENT," LOCAL 506, SEIU

\_\_\_\_\_  
Danielle McMullen  
MEUI Staff Representative

\_\_\_\_\_  
Linda Hodge  
First Selectman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Chaponis  
Union Steward

\_\_\_\_\_  
Date

SIDE LETTER

This Agreement is made by and between the Town of Colchester (hereinafter the "Town") and Municipal Employees Union "Independent," Local 506, SEIU (hereinafter the "Union") in connection with the contract negotiations for a successor to the July 1, 2004 June 30, 2007 collective bargaining agreement. The Town and the Union hereby agree as follows:

~~— The 2007-2010 collective bargaining agreement provides for elimination of the Bluecare POS Health Insurance Plan ("Bluecare Plan") which was previously offered to members of the bargaining unit.~~

~~— Employees who were enrolled in the Bluecare Plan prior to the ratification of the 2007-2010 collective bargaining agreement shall be enrolled, at their option, in the PPO Plan or the alternative high deductible health plan with health savings account effective as of July 1, 2009.~~

~~— Such employees who were enrolled in Bluecare Plan as of the ratification of the 2007-2010 shall pay the following premium cost sharing:~~

~~— It is agreed that those employees who were enrolled in the Bluecare Plan prior to the ratification of the 2007-2010 collective bargaining agreement shall not be responsible for the payment of any retroactive premium cost sharing amounts for any period prior to the date of the ratification of this agreement.~~

~~— Effective as soon as practicable following the ratification of the 2007-2010 collective bargaining agreement, employees who were enrolled in Bluecare Plan shall pay fifteen percent (15%) of the of the monthly premium cost for individual, two person, or family **medical, dental, vision and prescription drug** benefit coverage. Pursuant to the Town's Section 125 Plan, any insurance contribution made by employees shall be made on a pre-tax basis.~~

~~— Effective as of July 1, 2009, employees who were enrolled in Bluecare Plan shall pay the premium cost sharing set forth in the 2007-2010 collective bargaining agreement for the applicable coverage under the PPO Plan or the alternative high deductible plan with health savings account.~~

~~The Town and the Union agree that this Agreement shall not create a practice or precedent in any respect and shall not under any circumstances be used as evidence in any negotiations, arbitration or other proceedings between them.~~

~~MUNICIPAL EMPLOYEES UNION — TOWN OF COLCHESTER  
"INDEPENDENT," LOCAL 506, SEIU~~

\_\_\_\_\_  
Danielle McMullen                      Linda Hodge  
MEUI Staff Representative              First Selectman

\_\_\_\_\_  
Date    Date

\_\_\_\_\_  
John Chaponis  
Union Steward

\_\_\_\_\_  
Date

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the Town of Colchester (hereinafter the "Town") and Municipal Employees Union "Independent," Local 506, SEIU (hereinafter the "Union") in connection with the contract negotiations for a successor to the July 1, 2007-June 30, 2011 Collective Bargaining Agreement. The Town and the Union hereby agree as follows:

The incumbent in the Highway Supervisor position shall take on the role and responsibilities of the Director of Operations effective March 1, 2012. More specifically, the Director of Operations shall be responsible for supervising the various departments of the Town including, but not limited to, fleet maintenance, transfer station, highway and grounds maintenance, as determined by the Town.

Effective and retroactive to July 1, 2011 the Highway Supervisor shall receive a three percent (3%) general wage increase in accordance with Article 24, Section 3 of the 2011-2014 Collective Bargaining Agreement between the parties.

Effective with the date that the Highway Supervisor takes on the role and responsibilities of the Director of Operations his annual salary shall be increased to \$77,000.

Thereafter, he will receive general wage increases as required by Article 24, Section 3 of the 2011-2014 Collective Bargaining Agreement between the parties.

During inclement weather, the Public Works Director shall have the authority to allow the Director of Operations to use a Town-provided vehicle for travel to and from work including use of the vehicles to respond to Town emergencies.

The Town and the Union agree that this Agreement shall not create a practice or precedent in any respect and shall not under any circumstances be used as evidence in any negotiations, arbitration or other proceedings between them.

MUNICIPAL EMPLOYEES UNION      TOWN OF COLCHESTER  
"INDEPENDENT," LOCAL 506, SEIU

\_\_\_\_\_  
Danielle McMullen  
MEUI Staff Representative

\_\_\_\_\_  
Gregg Schuster  
First Selectman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**John Chaponis**  
**Union Steward**

---

**Date**



APPENDIX C

Formatted: Font: Bold, Font color: Auto, Not Strikethrough



**CENTURY PREFERRED COMP MIX**

Century Preferred is a preferred provider organization (PPO) plan.

<b>COST SHARE PROVISIONS</b>	<b>In-Network Member pays:</b>	<b>Out-of-Network Member pays:</b>
Calendar Year Deductible ( <i>individual/family</i> )	\$250/\$500	\$500/\$1000
Coinsurance	20% after deductible up to	40% after deductible up to
Coinsurance Maximum ( <i>individual/family</i> )	\$1,250 / \$2,500	\$2,500 / \$5,000
Cost Share Maximum ( <i>individual/family</i> )	\$1,500 / \$3,000	\$3,000 / \$6,000
Lifetime Maximum	Unlimited	\$1,000,000

	<b>In-Network After Deductible Member pays:</b>	<b>Out-of-Network After Deductible Member pays:</b>
<b>PREVENTIVE CARE</b>		
Well child care	\$0 Copayment, Deductible waived	40%
Periodic, routine health examinations	\$0 Copayment, Deductible waived	40%
Routine OB/GYN visits	\$0 Copayment, Deductible waived	40%
Mammography	\$0 Copayment, Deductible waived	40%
Hearing screening	\$0 Copayment, Deductible waived	40%

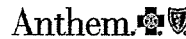
	<b>In-Network After Deductible Member pays:</b>	<b>Out-of-Network After Deductible Member pays:</b>
<b>MEDICAL CARE</b>		
Office visits	\$20 Copayment, Deductible waived	40%
Specialist visits	\$30 Copayment, Deductible waived	40%
Outpatient mental health & substance abuse	\$30 Copayment, Deductible waived	40%
OB/GYN care	\$30 Copayment, Deductible waived	40%
Maternity care	\$30 Copayment, Deductible waived	40%
Diagnostic lab and x-ray	20%	40%
High-cost outpatient diagnostic The following are subject to copay: MRI, MRA, CAT, CTA, PET, SPECT scans - (Precertification is required)	\$75 to a \$375 annual maximum	40%
Allergy services Office visits/Testing Injections—80 visits in 3 years	\$30 Copayment, Deductible waived 20%	40% 40%

<b>HOSPITAL CARE – Prior authorization required</b>		
Semi-private room ( <i>General/Medical/Surgical/Maternity</i> )	20%	40%
Inpatient mental health & substance abuse after 12 <sup>th</sup> visits	20%	40%
Skilled nursing facility – up to 120 days per calendar year	70%	40%
Rehabilitative services – up to 60 days per person per calendar year	20%	40%
Outpatient surgery – in a hospital or surgi-center	20%	40%

<b>EMERGENCY CARE</b>		
Walk-in centers	\$20 Copayment, Deductible waived	40%
Urgent care – at participating centers only	\$50 Copayment, Deductible waived	Not Covered
Emergency care – copayment waived if admitted	\$100 Copayment, Deductible waived	\$100 Copayment, Deductible waived
Ambulance	20%	20%

CENTPRMX  
Page 1 of 2

In Compliance, Anthem Blue Cross and Blue Shield is a trade name of Anthem Health Plans, Inc., an insurance licensee of the Blue Cross and Blue Shield Association. © Registered name of the Blue Cross and Blue Shield Association.



OTHER HEALTH CARE	In-Network After Annual Deductible Member pays:	Out-of-Network After Annual Deductible Member pays:
Outpatient rehabilitative services <i>30 combined visit maximum for PT, OT and ST per year. 20 visit maximum for Chiro. Per year. Prior authorization required</i>	\$30 Copayment, Deductible waived	40%
Durable medical equipment / Prosthetic devices <i>Unlimited maximum per calendar year</i>	20%	40%
Diabetic supplies, drugs & equipment	20%	40%
Infertility – prior authorization required <i>Some restrictions may apply</i>	20%	40%
Home health care-200 visits per member per calendar year	20%, Deductible waived	20%, Deductible waived
Hospice	20%	40%
Private Duty Nursing-\$50,000 maximum	20%	40%
Transplants-\$1,000,000 lifetime maximum-Please see description below	20%	40%
Acupuncture	Not Covered	Not Covered
Gastric Bypass	Not Covered	Not Covered

**PREVENTIVE CARE SCHEDULES**

**Well Child Care (including immunizations)**

- ♦ 6 exams, birth to age 1
- ♦ 6 exams, ages 1 - 5
- ♦ 1 exam every 2 years, ages 6 - 10
- ♦ 1 exam every year, ages 11 - 21

**Mammography**

- ♦ 1 baseline screening, ages 35-39
- ♦ 1 screening per year, ages 40+
- ♦ Additional exams when medically necessary

**Adult Exams**

- ♦ 1 exam every 5 years, ages 22 – 29
- ♦ 1 exam every 3 years, ages 30 – 39
- ♦ 1 exam every 2 years, ages 40 – 49
- ♦ 1 exam every year, ages 50+

**Vision Exams:** 1 exam every 2 calendar year

**Hearing Exams:** 1 exam every 2 calendar years

**OB/GYN Exams:** 1 exam per calendar year

**Notes To Benefit Descriptions**

- ♦ In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.
- ♦ Home Health Care services are covered when in lieu of hospitalization. Includes infusion (IV) therapy.
- ♦ Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants. Covered services are subject to a lifetime maximum of \$1,000,000.
- ♦ Members are responsible for the balance of charges billed by out-of-network providers after payment for covered services has been made by Anthem Blue Cross and Blue Shield according to the Comprehensive Schedule of Professional Services.

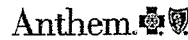
Please refer to the [SpecialOffers@Anthem](mailto:SpecialOffers@Anthem) brochure in your enrollment kit for information on the discounts we offer on health-related products and services.

*This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Century Preferred Plan. Please refer to your Subscriber Agreement/Certificate of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; surgical and non-surgical services related to TMS syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.*

A product of Anthem Blue Cross and Blue Shield serving residents and businesses in the State of Connecticut.

In Connecticut, Anthem Blue Cross and Blue Shield is a trade name of Anthem Health Plans, Inc. An Equal Opportunity Issuer of the Blue Cross and Blue Shield Association. A member of the Blue Cross and Blue Shield Association.

Formatted: Font: Bold, Font color: Auto, Not Strikethrough



**-With Cost of Care**

*\$100/\$300 Annual Deductible  
 \$5 Copayment Generic Drugs  
 \$25 Copayment Listed Brand-Name Drugs  
 \$40 Copayment Non-Listed Brand-Name Drugs  
 Unlimited Annual Maximum*

Description of Benefits		You Pay:
Annual Deductible (individual/family)	The amount which must be paid for covered drugs in a calendar year prior to the application of copayments.	\$100/\$300
Tier 1: Generic Drugs	The term "generic" refers to a prescription drug that is considered non-proprietary and is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug. Tier 1 copayment applies.	\$5
Tier 2: Listed Brand-Name Drugs	The term "listed brand-name" refers to a brand-name prescription drug identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 2 copayment applies.	\$25
Tier 3: Non-Listed Brand-Name Drugs	The term "non-listed brand-name" refers to a brand-name prescription drug not identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 3 copayment applies.	\$40
		Plan Pays:
Annual Maximum	Per member per calendar year	Unlimited

**How To Use The 3-Tier Managed Prescription Drug Program**

The 3-Tier Managed Prescription Drug Program incorporates different levels of cost shares. An Annual Deductible must be satisfied prior to covered drugs being subject to tiered copayments, as defined in the chart above. The formulary lists generics and brand-name drugs that have been selected for their quality, safety and cost-effectiveness. These listed drugs have lower member copayments than non-listed drugs (but may not have a lower overall cost in all instances.) You minimize your copayments when you use generic prescriptions and listed brand-name prescriptions. You'll still have coverage for non-listed brand-name drugs, but at a higher cost share. Talk to your provider about using generic drugs or listed brand-name drugs included on the formulary. You'll have lower copayments when you use these drugs. Once your deductible is met:

- You will be responsible for one copayment when purchasing a 30-day supply of prescription drugs from a participating retail pharmacy.
- You'll be responsible for two copayments when purchasing a 31-day to 90-day supply of maintenance drugs through the mail-order program.

**Generic Substitution:** Prescriptions may be filled with the generic equivalent when available.

- When you purchase a generic drug at a participating pharmacy, you'll only be responsible for a \$5 copayment.
- When a generic equivalent is available and you obtain the brand name version, you will be responsible for the Tier 3 copayment plus the difference in cost between the generic and brand name drug. This provision applies unless your provider obtains Prior Authorization. When Prior Authorization is obtained (at the discretion of Anthem Blue Cross & Blue Shield), you will be responsible only for the Tier 3 copayment.

**Connection (Concurrent Drug Utilization Review)**

Connection works with the retail pharmacy's standard guidelines to provide a second level of quality and safety checks. The process, which is provided on-line as part of the electronic claims filing process, helps promote access to safe, appropriate, cost-effective medications for members. Connection involves a series of rules or guidelines, which identify potential medication therapy issues and deliver a message to the pharmacy by computer before the medication is dispensed. The process alerts the pharmacist of potential issues such as drug-to-drug interactions, refills requested too close together, incorrect dosing or drug duplications.

You must complete 85% of your prescription medication before you can obtain another refill at the pharmacy

Prior Authorization May be required on certain medication

In Connecticut, Anthem Blue Cross and Blue Shield is a licensed member of Anthem Health Plans, Inc., an independent licensee of the State of Connecticut. For more information, please visit www.anthem.com. ©2014 Anthem Blue Cross and Blue Shield.



### Pharmacy Programs

#### Voluntary Mail-service Program

Members have access to Anthem Rx, the voluntary mail-service drug program for members who regularly take one or more types of maintenance drugs. Members can order up to a 90-day supply of these medications and have them delivered directly to their home. The \$100/\$300 deductible, \$5 generic/\$25 listed brand-name/\$40 non-listed brand-name copayment and Unlimited annual maximum apply. When ordering a 31-day to 90-day supply, after your deductible is met, two copayments will apply, as follows: \$10- generic/\$50 listed brand-name/\$80 non-listed brand.

**Step Therapy** is another element of C-DUR that consists of specialized programs that review pharmacy claims submitted for a member against his/her prescription profile and can be used to assist in controlling utilization and promoting quality, cost-effective drug therapies for patients. All therapy protocols developed by APM are reviewed and approved by the P&T Committee. The current drugs affected by step therapies are: Ambien CR, Arthrotec, Celebrex, Enbrel, elidel, Lunesta, Monopril, Penlac, Prilosec, Prevacid, Rozerem & Zegerid.

A step therapy is requiring drug X, Y, or Z prior to receiving drug A. Step therapy protocols are built in the claims processing system to search the member's history for the required drugs. If the claim history does not indicate the member has had drug X, Y, or Z, drug A will reject at the point of service pharmacy. The member, pharmacy or physician may contact Anthem Prescription Customer Service to clarify the claim rejection.

An Next Rx representative reviews the criteria with the caller. The caller is advised if the request is approved or more information is required.

If additional information is needed, the member, pharmacy, or Anthem Prescription may contact the physician. The physician may supply the additional information via telephone or fax.

An Next Rx support Specialist reviews the additional information and compares it to the step therapy protocol. The request will be approved and authorization entered into the pharmacy claim processor if the information matches the step therapy protocol. Criteria is not met if the information does not match the step therapy protocol. The caller is informed of the status of the request.

#### National Pharmacy Network

Members also have access to a network of more than 53,000 retail pharmacies throughout the country. Members may call 1-888-207-4214 to locate a participating pharmacy when traveling outside the state.

#### Non-participating Pharmacies

Members who fill prescriptions at a non-participating pharmacy are responsible for payment at the time the prescription is filled. Members must submit claims to Anthem Blue Cross and Blue Shield for reimbursement, and payment will be sent to the member. Members who use non-participating pharmacies will pay 20% of the in-network allowance, plus the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge.

#### Points to Remember

- Anthem Blue Cross and Blue Shield will provide coverage for prescription drugs dispensed by a participating pharmacy when prescription drugs are deemed medically necessary based on specific criteria and dispensed pursuant to a prescription issued by a participating physician or by a non-participating physician, subject to deductible and copayment.
- Anthem Blue Cross and Blue Shield will not be liable for any injury, claim or judgment resulting from the dispensing of any drug covered by this plan. Anthem Blue Cross and Blue Shield will not provide benefits for any drug prescribed or dispensed in a manner contrary to normal medical practice.
- Anthem Blue Cross and Blue Shield reserves the right to apply quantity limits to specified drugs as listed on the formulary. If a member requires a greater supply, the member's provider can follow the prior authorization process.

#### Prescription Drug Eligibility

Eligible prescription drug benefits are limited to injectable insulin and those drugs, biologicals, and compounded prescriptions that are required to be dispensed only according to a written prescription, and included in the United States Pharmacopoeia, National Formulary, or Accepted Dental Remedies and New Drugs, and which, by law, are required to bear the legend: "Caution—Federal Law prohibits dispensing without a prescription" or which are specifically approved by the Plan.

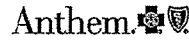
#### Limits and Exclusions

Benefits are limited to no more than a 30-day supply for covered drugs purchased at a retail pharmacy, and no more than a 90-day supply for covered drugs purchased by mail order. All prescriptions are subject to the quantity limitations imposed by state and federal statutes.

This drug rider does not provide drugs dispensed by other than a licensed, retail pharmacy or our mail-order service; any drug not required for the treatment or prevention of illness or injury; vaccines or allergenic extracts; devices and appliances; needles and

© Copyright 2008, Anthem Blue Cross and Blue Shield is a trade name of Anthem Health Plans, Inc. An independent licensee of the State of Indiana and Blue Cross of Indiana. All rights reserved. Anthem Blue Cross and Blue Shield of Indiana is a member of the Anthem family of the Blue Cross and Blue Shield Association.

**Formatted:** Font: Bold, Font color: Auto, Not Strikethrough

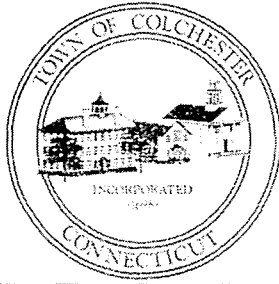


*syringes that are not prescribed by a provider for the administration of a covered drug; prescriptions dispensed in a hospital or skilled nursing facility; over-the-counter or non-legend drugs; antibacterial soaps/detergents, shampoos, toothpastes/gels and mouthwashes/rinse.*

*Benefits for prescription birth control are covered for most groups. However, such coverage is optional if your group is self-insured or a bona fide religious organization. Check with your benefits administrator.*

*This is not a legal contract. It is only a general description of the \$100/\$300 deductible, \$5 generic/\$25 listed brand-name/\$40 non-listed brand-name 3-Tier Managed Prescription Drug Program with an Unlimited annual maximum. Please consult the Evidence of Coverage or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.*

In Copyright. Anthem Blue Cross and Blue Shield is a trade name of Anthem Health Plans, Inc., an Equal Opportunity Employer of Minorities, Females and Older Adults. Coverage is subject to plan and other applicable restrictions.



## Town of Colchester Job Description

### Public Works Director of Operations

#### **GENERAL STATEMENT OF DUTIES**

Directly supervise and oversee the operations of the highway, transfers station, and fleet maintenance departments on a day-to-day basis.

Oversee maintenance of and improvement to Town of Colchester public roads, including scheduling snow removal and winter road maintenance. Operate a variety of motorized and mechanical equipment and perform a wide variety of highly skilled labor tasks to carry out duty of maintaining and improving Town of Colchester public roads. Prepare procedures, policies and training programs for highway, fleet, and transfer station employees. May be required to perform same duties for Grounds Maintenance Crew. On call for emergencies regarding Town of Colchester public highways, parks, and buildings.

#### **WORK SCHEDULE**

Monday-Friday, 8:00 a.m. - 4:30 p.m. (primarily), with occasional evening board/commission meetings

#### **SUPERVISOR**

Work under the direct supervision of the Public Works Director and administrative supervision of the First Selectman.

#### **SUPERVISION EXERCISED**

Supervise the Highway, Transfer Station, and Fleet Maintenance staff. May also directly supervise Parks and Recreation Crew Leader.

#### **ESSENTIAL DUTIES**

1. Prepare annual budgets. Check invoices and prepare requisitions for payment.
2. Handle all matters concerning highway, fleet maintenance, and transfer station employees including, but not limited to, directing work, scheduling, evaluations and disciplinary action. May be expanded to include grounds maintenance employees.
3. Supervise work crews to carry out specific assignments.
4. Handle concerns and complaints from the public regarding Town operations. Report to the Public Works Director and Boards/Commissions as necessary regarding town operations, expenditures and needs.
5. Responsible for all road emergency situations.
6. May operate, or train others to operate, light and heavy duty vehicles, such as for plowing and hauling construction materials and supplies.
7. May operate, or train others to operate, heavy equipment, such as a sweeper, front payload, backhoe, road grader, road mower, bucket truck, bulldozer, and/or 20-ton tag-along trailer.
8. May operate, or train others to operate, light equipment, such as a chain saw, brush cutter, jack hammer, paving box power saw, lawn mower, roller, and/or line stripping machine.
9. May perform, or train others to perform, highly skilled labor, such as building catch basins, pipe laying, grade setting, transit and/or tree work.
10. Service at regular intervals and make small repairs to equipment including check oil, water, battery, tires, lights and antifreeze, and wash and clean equipment.
11. Perform related work as required.



### **REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES**

1. A general knowledge of vehicles, tools, equipment, materials, methods and practices used in the general maintenance and improvement of public highways, transfer station facilities, and vehicle maintenance.
2. Ability to operate, service and make minor repairs on light to heavy-duty highway and construction equipment.
3. Ability to assign, supervise, direct and review the work employees.
4. Ability to read and interpret blueprints.
5. Ability to work effectively with others.

### **EDUCATION AND EXPERIENCE**

1. Possession of a valid Class I operator's license and have passed CDL testing.
2. Not less than four (4) years employment in the construction and maintenance field or an allied field.
3. Must be able to perform essential functions of the job with or without reasonable accommodations.
4. A physical and medical examination is a condition of employment after hire.
5. High school diploma or equivalency.

### **WORK ENVIRONMENT**

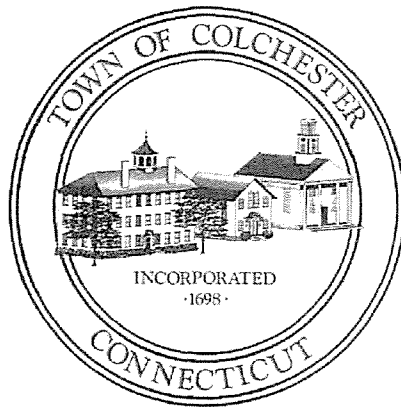
It is the policy of the Town of Colchester to provide a safe and healthy workplace for all employees. The Town of Colchester is committed to reducing and controlling the frequency and severity of work-related accidents. It is the responsibility of every employee to report all accidents, incidents and occupational illnesses, as well as any perceived hazardous conditions. While performing the duties of employment, it is the employee's responsibility to work in a safe and responsible manner. This includes following both OSHA and Town of Colchester safety policies.

*This description is not all-inclusive and is subject to change by the Board of Selectmen at any time.  
Full-time; union; salary; non-exempt*





# TOWN OF COLCHESTER



# EMPLOYEE HANDBOOK & PERSONNEL POLICIES

**DRAFT**  
**January 2012**



## NOTICE AND DISCLAIMER OF CONTRACT

Nothing in this document is intended to create or constitute an expressed or implied contract of employment between the Town of Colchester and any of its present or future employees. The provisions of this document may be revoked or modified at any time by the Town of Colchester, in its absolute discretion.

The Town of Colchester will not recognize or be bound by any contract of employment with any employee or group of employees unless such contract is in writing and is authorized by the Board of Selectmen and signed by both the First Selectman and the employee or the certified collective bargaining representative for a group of employees.

Employment with the Town of Colchester is subject to termination, at will, by either the Town of Colchester or the employee, at any time, for any reason, with or without cause, unless otherwise agreed in writing by the First Selectman and the employee or the certified bargaining representative for a group of employees or as otherwise provided by state or local law. Both you and the Town of Colchester have the right to terminate employment at any time, for any reason, with or without cause, and with or without notice. Should any provision of these policies conflict with any provision of a collective bargaining agreement between the Town of Colchester and the certified bargaining representative for a group of employees, the provision of the collective bargaining agreement shall prevail for the members of that bargaining unit.

### I. INTRODUCTION

#### History

**The Town of Colchester, Connecticut was founded in 1698 at a point just north of the present Town Green at Jeremiah's Farm on land purchased by Nathaniel Foote from the Sachem of the Mohegan Indians. Colchester was the vision of a group of early English settlers who sought to lay out a new plantation in a large tract of virgin wilderness. In the early 1900's Colchester became the "Catskills of Connecticut". At least seven major hotels thrived. The tourist industry boomed throughout the 1930s. In the last fifty years the beach traffic brought many through Colchester. The Route 2 by-pass of the town was completed in the 1960s. But for those who did not just pass through, Colchester's dedication to the public school system, its acceptance of all peoples and its quality of life increased its population to 7,761 by 1980. In 2005 it was ranked 57th on the "100 Best Places to Live" in all of the United States, conducted by CNN. In 2010 Colchester became the first town in Connecticut, and the 36th in the country, to be certified with the National Wildlife Federation (NWF) as a Community Wildlife Habitat. Colchester is one of the fastest growing towns in Connecticut. As of 2012, over 300 years after the settling of Colchester, the population has grown to more than 16,000.**



From an employment standpoint, the Town of Colchester strives to maintain a creative, open, spirited, and confident atmosphere in which employees can strive for self-fulfillment and career advancement.

### **Purpose of Your Employee Handbook**

This **employee handbook** is intended to serve as a practical guide to the Town of Colchester's personnel policies and practices. However, since it is only a summary, compiled for the convenience of our employees and supervisors, it is not intended to cover all topics or circumstances. **The Town of Colchester reserves the right to modify, revise, delete, or add to any and all programs, practices or procedures described in this handbook at any time, with or without advance notice, and in the Town's sole discretion. You may receive updated information concerning changes to this handbook. Should you have any questions about any section of this handbook, ask your supervisor or the Human Resources office. Until noted otherwise, for the purposes of this policy, the "Human Resources Office" shall mean the First Selectman's Office. The First Selectman's Office will forward any documents to the appropriate people when necessary.** We reserve the right to respond to specific situations in whatever manner we believe best suits the needs of the Town of Colchester and the employee involved. Where there are differences between the provisions of **these policies and other written and approved employment related policies**, or in collective bargaining agreements to which the Town of Colchester is a party, policies and collective bargaining agreements shall control.

### **Affirmative Action / Equal Employment Opportunity**

The Town of Colchester is firmly committed and has as its long-standing policy to provide equal opportunity in employment to all qualified persons on the basis of job-related skills, ability and merit.

Except in cases of bona fide occupational qualification or need, the Town of Colchester will continue to take affirmative action to ensure that applicants are employed and employees are treated without regard to their race, color, religion, sex, national origin, ancestry, age, veteran status, or mental disorder (present or history thereof), physical disability, marital status, sexual orientation, genetic information, pregnancy, or other protected status. This policy applies to all employment actions taken by the Town, including, but not limited to: recruitment, job posting and advertising, hiring, promotion, upgrading, demotion or transfer, layoff and termination, rates of pay and other forms of compensation and benefits, and selection for training.



## **Sexual (and other) Harassment**

Harassment of an employee, by a supervisor or co-worker on the basis of sex, race, color, religion/creed, national origin, ancestry, age, disability, citizenship, marital status or sexual orientation creates a harmful working environment. It is the policy of the Town of Colchester to maintain a working environment free from harassment, insults or intimidation on the basis of an employee's sex, race, color, religion/creed, national origin, ancestry, age, disability, citizenship, marital status or sexual orientation. Physical, verbal or non-verbal, (including electronic), conduct, by a supervisor or co-worker relating to any of these characteristics or factors which has the effect of creating an intimidating, hostile or offensive work environment, unreasonably interfering with the employee's work performance or adversely affecting the employee's employment opportunities, will not be tolerated.

While it is difficult to define sexual harassment precisely, it does include any unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. submission to or rejection of such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment;
2. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Although not an exhaustive list, the following are examples of the type of conduct prohibited by the policy against sexual harassment:

1. unwelcome sexual relations with a co-worker or supervisor;
2. unwelcome attention of a sexual nature such as degrading comments, propositions, jokes, tricks or noises; or
3. the threat, or suggestion, that continued employment, advancement, assignment, earnings or other terms and conditions of employment depend on whether or not the employee will submit to, or tolerate, harassment.

The use of disability-related or racially derogatory jokes or comments, racial or religious epithets, or ethnic slurs that have the effect of creating an intimidating, hostile or offensive work environment, and insults or intimidation demonstrating age bias, are also examples of the type of conduct prohibited by this policy.

Any infraction of this policy by supervisors or co-workers should be reported immediately to the Department Head or Human Resources Office. Confidentiality at the time of reporting the infraction is assured; however, complete confidentiality cannot be guaranteed in light of the Town's need to investigate such an infraction and resolve the matter. The Town reserves the right to take any appropriate action under all the





circumstances to correct any violation of this policy. Retaliation against any employee for complaining about harassment on the basis of sex, race, color, religion, national origin, ancestry, age, disability, citizenship, marital status, sexual orientation, or any other characteristic protected by law is prohibited.

Violations of this policy, including retaliation for filing any complaint or cooperating in any investigation under this policy will not be permitted and may result in discipline, up to and including dismissal.

### **Americans with Disabilities Act Statement**

The Town is committed to employing all individuals on the basis of ability rather than disability. This commitment includes making reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual. A reasonable accommodation may include any action which enables an individual with a disability to perform the essential functions of his or her position but which does not result in an undue hardship to the business. A “reasonable accommodation” is a change in the work environment or work procedures that gives a qualified individual with a disability the same employment opportunities as non-disabled individuals.

If an individual requests an accommodation, we will determine whether the individual has a “disability” as defined by the Americans with Disabilities Act (ADA) or any other state or federal disability law and whether an accommodation is appropriate and reasonable. This may require assistance from your physician or medical care provider. To request an accommodation or other assistance, contact your supervisor or Human Resources.

### **Anti-Discrimination**

We are committed to providing a work environment that is free from all forms of unlawful discrimination. Discrimination in any form is illegal and all discriminatory practices are prohibited and will not be tolerated under any circumstances. It is our policy to provide a work environment free from all forms of discrimination which may be considered harassing, offensive, coercive, hostile, intimidating, threatening or disruptive. These behaviors include, but are not limited to, harassment, joking and demeaning remarks, stories, use of nicknames or other abusive conduct directed at an employee because of sex, race, color, religion, national origin, ancestry, age, disability, citizenship, marital status, sexual orientation, or any other characteristic protected by law.

### **Reporting Legal / Ethical Violations**

It is the philosophy of the Town of Colchester that every employee has the responsibility to take action to prevent problems and improve our operation. If



employees observe possible unethical or illegal conduct, they are encouraged to report their concerns.

Employees and others may communicate suspected violations of law, policy, or other wrongdoing, as well as any concerns regarding questionable accounting or auditing matters (including deficiencies in internal controls) by contacting their supervisor, Human Resources, or the First Selectman.

We will treat all communications under this policy in a confidential manner, except to the extent necessary to conduct a complete and fair investigation, or for review of operations. All inquiries will be subject to Freedom of Information Act (FOIA) guidelines and regulations.

The Town prohibits any form of retaliation against any employee for filing a good faith complaint under this policy or for assisting in a complaint investigation.

### **Workplace Threats and Violence**

~~Nothing is more important to~~ The Town of Colchester than **regards** the safety and security of its employees **as critical. There is a zero tolerance policy towards any** threats, threatening behavior, or acts of violence against employees, visitors, guests, or other individuals by employees on Town of Colchester property or in relation to employment with the Town ~~will not be tolerated.~~ Violations of this policy will lead to disciplinary action, ~~which may include~~ **up to and including** dismissal. **Depending on the severity of the violation of this policy, the Town reserves the right to seek the** arrest and **possible** prosecution **of the employee.**

Any employee who ~~makes substantial threats, exhibits threatening behavior~~ **threatens another employee (harassment, intimidation, displaying a weapon, etc.),** or engages in violent acts on Town property shall be removed from the premises as quickly as safety permits, and shall remain off Town premises pending the outcome of an investigation. The Town will initiate an appropriate response. This response may include, but not be limited to: ~~suspension and/or termination,~~ reassignment of job duties, suspension or termination of employment, and/or criminal prosecution of the employee or employees involved.

All Town of Colchester personnel are responsible for notifying the management representative designated below of any threats, which they have witnessed, received, or have been told that another employee has witnessed or received. Even without an actual threat, personnel should also report any behavior they have witnessed which they regard as threatening or violent, when that behavior is job related or might be carried out on a Town-controlled site, or is connected to employment with the Town. Employees are responsible for making this report regardless of the relationship between the employee or persons who initiated the threat or threatening behavior and the employee or persons who were threatened or were the focus of the threatening



behavior. If the designated management representative is not available, personnel should report the threat to their supervisor (or that individual's supervisor if the threat is made by the supervisor).

All individuals who apply for or obtain a protective or restraining order which lists Town locations as being protected areas, must provide to the designated management representative a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent.

The Town of Colchester understands the sensitivity of the information requested and has developed confidentiality procedures, which recognize and respect the privacy of the reporting employee(s).

The designated management representative is:

Name: Jenny Conteis  
Title: First Selectman  
Telephone: 537-7220  
Location: Selectman's Office, Town Hall

#### ~~ZERO TOLERANCE POLICY ON WORKPLACE VIOLENCE~~

~~The Town of Colchester maintains a zero tolerance policy on violence in the workplace. Any violent act is strictly prohibited. Participating in, provoking or otherwise contributing to any violent act in the workplace including but not limited to abuse, assault, battery, threats and/or harassment will result in severe disciplinary action up to and including discharge.~~

#### Release of Employee Information

Employee personnel files and records are subject to the Freedom of Information Act (FOIA) and may be requested for viewing from outside individuals, organizations, and agencies. Health Insurance Portability and Accountability Act (HIPAA) guidelines take precedent over FOIA regulations with regards to employee information being available and therefore personal medical records are not subject to FOIA requests.

#### Conflict of Interest

Employees have an obligation to conduct business within Town policies that prohibit actual or potential conflicts of interest. This section establishes only the framework within which the Town of Colchester wishes to operate. The purpose of these policies is to provide general direction so that employees can seek



further clarification on issues related to the subject of acceptable standards of operation. All employees are bound by the Town of Colchester's Code of Ethics.

An actual or potential conflict of interest occurs when an employee is in a position to influence a work-related decision that may result in a personal gain for that employee or for a relative. Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which The Town does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the Town.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if an employee has any influence on transactions involving purchases, contracts, leases, etc., he or she must disclose the existence of any actual or potential conflict of interest as soon as possible to a manager so that safeguards can be established to protect all parties.

Employees must not engage in any other employment or self-employment, or providing services to others, with or without compensation, during normal working hours.

## II. YOUR JOB

### Employment Classification

An employee's classification is determined based upon the employee's regular hourly workweek with the Town of Colchester. While it does not alter the at-will nature of employment with the Town, an employee's classification is significant, as it determines what Town-provided benefits, if any, an employee is eligible to receive.

The employment classifications for employees working for the Town of Colchester are as follows:

**A. Regular. A regular employee is hired for "continuous" work and not hired to fulfill duties on a temporary or short-term basis.**

**d.B. Temporary.** A temporary employee is one who provides services to the Town of Colchester on an "as-needed," intermittent or seasonal basis. Temporary employees are not eligible for any benefits offered by the Town of Colchester.

**a.C. Full-time.** A full-time employee is one who ~~has successfully completed a three (3) month probationary period of employment and who~~ consistently works throughout the year for a minimum of thirty-five (35) hours per week. Full-time employees who meet all other qualifications required by the Town and/or its benefits provider(s), are eligible for all of the employee benefits offered by the Town, such as group insurance, holidays, vacation, sick leave, **paid time-off**, leaves of absence, and other benefits as set forth in this handbook.





**b.D. Part-time.** A part-time employee is one who ~~has successfully completed a three (3) month probationary period of employment and who consistently works throughout the year~~ **is normally scheduled** to work less than thirty-five (35) hours per week on a regular basis. Part-time employees are paid on an hourly or daily salary basis. There are two (2) different part-time classifications:

1. Part-time employees who consistently work a minimum of thirty (30) hours per week and who meet all other qualifications required by the Town are eligible to earn vacation, holiday, sick leave, ~~paid time-off~~, longevity, and life insurance benefits and to participate in our IRA 401(a) plan on a prorated basis as set forth in these personnel policies. Employees who consistently work a minimum of thirty (30) hours per week also receive the long-term disability benefit and may participate in the Town's Deferred Compensation 457 Plan as set forth in these personnel policies.
2. Part-time employees who consistently work less than thirty (30) hours per week are not entitled to any fringe benefits offered by the Town, unless otherwise explicitly provided in this handbook and personnel policies.

**e.E. Probationary.** During the first three months of any full-time or part-time employee's employment with the Town of Colchester, the employee will be considered a probationary employee. Probationary employees are not eligible for any benefits offered by the Town of Colchester. Sick leave, personal leave and vacation will accrue, but cannot be used, during probation this period. The probationary period for newly-hired full-time or part-time employees may be waived with the permission of the First Selectman through a signed letter confirming such waiver. (NOTE: Option to waive waiting period will be added to a future section of the policy)

**F. Elected Official.** An elected official is one who has been duly elected by the residents of the Town of Colchester or appointed to fill a vacancy and is otherwise considered a "full-time" employee as defined in this section. The elected officials that this policy pertains to are solely the First Selectman, Town Clerk, and Tax Collector. Elected officials are not subject to the three (3) month probationary period upon election or appointment. Elected officials are eligible for all of the employee benefits offered by the Town, such as group insurance, paid time-off, leaves of absence, and other benefits as set forth in these personnel policies effective the first day of the month immediately following their election or appointment. Benefits provided to paid, full-time elected officials are to be determined by the Town of Colchester's Board of Selectmen and may be expanded or decreased as is deemed in the best interest of the Town.

**G. Exempt And Non-Exempt Status.** Consistent with applicable federal and state wage and hour laws, employee classifications fall into one of two categories: "exempt" or "non-exempt." These terms are defined by the Fair Labor Standards Act, which is a federal law requiring that certain employees be paid at least the



minimum wage and overtime for hours worked over 40 hours a week. However, the law provides that some employees are “exempt” from this requirement, and therefore do not have to be paid a specific hourly wage or overtime. You will be advised whether your position is an exempt or non-exempt position.

Exempt: Exempt employees do not have any limits on the hours that may be worked in a given work or pay period. They are expected to work the hours needed to accomplish their job responsibilities without receiving extra pay for overtime worked.

Non-Exempt: Non-exempt employees are paid an hourly rate and are eligible for overtime pay at the rate of 1 ½ times their regular hourly rate of pay for hours worked in excess of 40 hours per work week.

#### Employee Hiring and Dismissal (ADDED FROM CURRENT POLICY)

##### Purpose

The Town of Colchester Charter, Article IV The Board of Selectmen, § C-402, C. “The appointment and dismissal of all Town employees shall be administered by the Board of Selectmen, but the Board of Selectmen may delegate such authority as is deemed necessary for the sound administration of Town government.”

The Town of Colchester Charter, Article XIII Town Employees and Appointed Officials, § C-1301 “The appointment and dismissal of all Town employees, except those who are elected or are under the jurisdiction of the Board of Police Commissioners, shall be made by the Board of Selectmen, but the Board of Selectmen may delegate such authority as is deemed necessary for the sound administration of Town government. All appointments shall be made on the basis of merit and after examination of qualifications. The Board of Selectmen shall neither appoint nor dismiss Town employees associated with fire protection services except as recommended by the Fire Chief. Before the appointment or dismissal of any Town employee, the Board of Selectmen shall consult with the board, department or individual to whom the services of such employee are to be or have been rendered.”

The purpose of this policy is to specify the Board of Selectmen’s delegation of authority for the hiring and dismissal of Town employees and joint Town/Board of Education (BOE) employees as it pertains to the language of the Town of Colchester charter.



## Town Employee Hiring and Dismissal

The First Selectman shall hire and dismiss employees of the town, with the exception of employees whose employment is otherwise provided by law (i.e. elected officials), and department heads. For the purposes of this policy, department heads are: Assessor, Building Official, CHVFD Chief, Cragin Memorial Library Director, Public Works Director, Recreation Manager, Senior Center Director, Town Engineer, Town Planner/Planning Director, and Youth & Social Services Director.

The Board of Selectmen shall be given notice of all full-time and part-time employees who are hired or dismissed by the First Selectman prior to the next Board of Selectmen meeting immediately following the hire or dismissal. This notification requirement to the Board of Selectmen shall not apply to per-diem or temporary/seasonal employee hiring or dismissal actions.

At either of its next two meetings following such hiring or dismissal notification to an employee, the Board of Selectmen, by a majority vote, may request a review of the decision to hire or dismiss and confirm or reverse the decision of the ~~make a recommendation to the~~ First Selectman. The authority to hire and dismiss department heads and employees whose employment is otherwise provided by law rests solely with the Board of Selectmen.

## Joint Town/Board of Education Employee Hiring and Dismissal

Joint Town/Board of Education employees, including department heads serving as joint employees, may be hired or dismissed following the approval of the Board of Selectmen and Board of Education by majority vote or its designee. The Chief Financial Officer's hiring and dismissal shall be processed per the Town of Colchester Charter.

## Termination of Employment

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

Resignation: voluntary employment termination initiated by an employee.

Discharge: involuntary employment termination initiated by the employer.



Layoff: involuntary employment termination initiated by the employer that is generally not for disciplinary reasons.

Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

#### Notice

We hope that you will remain with the Town; however, should you decide to resign, we request that you provide two weeks advance notice to your supervisor (in writing).

#### Return of Equipment/Supplies

Prior to the end of the last day of work the employee must return all Town equipment and property to his/her supervisor. This includes, but is not limited to, the return of all uniforms, credit cards, badges, and keys. Terminating employees are required to settle any outstanding debts prior to the last day of employment.

#### Benefits Continuation (COBRA)

Federal law may allow employees and their dependents who are covered by our health insurance program to temporarily continue that coverage following certain qualifying events (such as termination of employment), when health coverage would otherwise end.

#### Employee Relations

We have an open door policy. There may be times when you will have a constructive suggestion or a complaint to make. There also may be times when a difference of opinion will arise between you and another employee or your supervisor. We encourage you to bring any questions, suggestions, and complaints to our attention. We will give careful consideration to each of these in our continuing effort to improve our operations.

We are committed to open and honest discussion of employee problems and concerns raised in good faith without fear of retaliation. The best way to clarify a misunderstanding, solve a problem, or resolve a difference of opinion is to discuss the matter directly with the other person(s). If the matter goes unresolved, we believe that the following procedure will ensure that complaints receive full consideration. Should an unsatisfactory situation arise concerning the terms and conditions of your employment, it is important that you bring it to the attention of the appropriate person according to the following procedure:





Step 1 - Talk to your supervisor within 15 working days of event. It is your supervisor's responsibility to ensure that any complaint received is given prompt attention.

Step 2 - In the event you feel the problem remains unresolved after discussing it with your supervisor, (or if your issue directly involves your supervisor), you are encouraged to meet with the Department Head within 15 working days of event or non-resolution. Department head has 15 working days to respond to employee.

Step 3 - If you still feel that your problem/complaint remains unresolved, you may request a meeting with the First Selectman within 15 working days of non-resolution and First Selectman has 15 working days to respond to the employee.

### Performance Appraisal

Ongoing communication between employees and supervisors to establish goals, clarify job accountabilities, and determine performance standards is the key to effectively managing performance, ensuring that employees have the tools to be successful in their jobs and ultimately ensuring the success of the Town. The performance management and appraisal process provides an ongoing means of communication between supervisors and employees resulting in an annual written performance appraisal. Appraisals are prepared based on the performance activities of the past year.

Performance appraisals will include a summary of the employee's performance that is measured against job accountabilities description, performance standards and specific goals, and objectives during the performance period. The appraisal will also be used to create goals and development objectives for the new performance period.

Your job performance and your ability to comply with policies and practices directly affect your career advancement, your pay, and your continued employment.

### Development Opportunities

The Town of Colchester is committed to providing employees opportunities for individual growth and development in their jobs. You should accept the challenge to grow and develop in your job. The Town will provide you with the opportunity for training, future growth, and career development. By the same token, it is expected that employees will take an active approach in self-



improvement by seeking out educational and training opportunities, with the approval of their department head.

## **Attendance**

~~The Town of Colchester relies on all of its employees to report to work regularly and on time. If an employee is going to be late or absent, he or she must contact his or her supervisor immediately. If an employee has to leave work early, he or she must obtain advance approval from his or her supervisor.~~

~~The Town will take disciplinary action, up to and including discharge, where an employee's attendance is unacceptable or where an employee fails to comply with the above notice requirements.~~

**You are important to our success, and each job is important to the smooth operation of our Town. Reporting to work on time, continuing to work until the end of the workday, and being at work on a regular and consistent basis is expected of each employee. Your attendance and punctuality record directly affects your performance evaluations, your opportunities for advancement and your continued employment.**

**The Town does not tolerate unexcused absences. An excused absence means that you have requested and received your supervisor's permission to be absent for a certain day. An "unexcused absence" is defined as all other absences when your supervisor has not approved the time off or where you have failed to make appropriate attempts to contact your supervisor. With the exception of extenuating circumstances, more than three unexcused absences in a year will result in discipline up to and including discharge. Consecutive absences may be treated as one incident.**

**If you are absent from work for three (3) consecutive work days and fail to properly call in to your supervisor, you will be considered to have voluntarily resigned abandoned your job and may be subject to termination.**

**If it should become necessary for you to be late or absent, you are required to inform your supervisor as soon as possible. Speak directly with your supervisor. It is also expected that you will notify your supervisor in advance to request time off unless it is a case of illness or unexpected emergency situation. Calling in to say that you are taking vacation time or time off for some other reason that could have been scheduled in advance is not acceptable.**

**Even if reported and excused, absenteeism and tardiness that becomes excessive places a heavy burden on other employees. What is "excessive absenteeism"? Employees are provided with vacation, personal, and sick time.**



Absences in excess of this time are considered excessive – such situations will be addressed by disciplinary action and possibly termination of employment. However, excessive absenteeism does not include approved and documented leaves of absence, jury duty, military duty, approved and scheduled vacation time, or bereavement leave taken within Town guidelines. Excessive absenteeism will result in discipline up to and including discharge.

Tardiness is not acceptable. Excessive tardiness is subject to discipline.

### Lunch and Breaks

Lunch times and length of lunch periods are to be determined by department management, in accordance with applicable labor laws. You may not forego your lunch period in order to shorten your workday, unless authorized by your supervisor. Employees are expected to work up to the start of the lunch period and be at their workstations ready to work at the end of the lunch period.

### **Personnel Records**

Each employee is responsible for updating personnel information with the ~~First Selectman~~ **Human Resources Office**, in writing, when there is a change in the employee's address, telephone number, marital status, emergency contact, or number and names of dependents.

Tax information must be kept current. W-4 forms are available in the ~~Payroll Department~~ **Human Resources Office** throughout the year.

A personnel file will be maintained by the ~~First Selectman~~ **Human Resources Office** on each employee of the Town of Colchester and may contain any or all of the following items:

1. Employment application, resume, letters of reference;
2. Correspondence and agreements regarding employment with the Town of Colchester;
3. Copies of any evaluations;
4. Requests for vacation, leave, personal days and all other authorized absences;
5. Copies of all correspondence or other records relating to employment, promotion, discipline, dismissal or resignation;
6. Authorizations for withholding monies from pay for any lawful purpose;
7. Authorizations for pay changes signed by the First Selectman.

All records maintained by the ~~First Selectman~~ **Human Resources Office** are the property of the Town of Colchester and subject to the State's Record Retention Requirements, and the requirements of the Connecticut Freedom of Information Act.

