



**SOUTH FIRE DISTRICT**

Of the City of Middletown

MONTHLY REPORT TO

**Fire Chief James Trzaski**

**From: Fire Marshal James M. Mastroianni**

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I am respectfully submitting for your review the following items completed for the month of June, 2023:

**Fire Marshal Office Activities/Duties:**

- 70 Maynard Street - conducted fire drill
- Attended Code Enforcement Meeting
- Meeting with City Attorney Office
- 1 Wilderman's Way - conducted fire drill
- Fire Poster Certificate of Participation Presentation - Bielefield School
- Middletown Kids Health & Safety Day Committee Meeting
- 510 Saybrook Road - conducted fire drill

**Inspections:**

- 1250 Silver Street - residential board & care re-inspection with Health Dept.
- 20 Pheasant Drive – healthcare inspection with Health Dept.
- 520 Saybrook Road Suite 250 – business re-inspection
- 520 Saybrook Road 3<sup>rd</sup> Floor - progress walkthrough with Building Dept.
- 288 Main Street Extension - business re-inspection
- 26 Silver Street - residential inspection with Health Dept.
- 25 Silver Street - residential inspection with Health Dept.
- 175 East Main Street - business inspection with Health Dept.
- 222 Main Street Extension - business inspection with Health Dept.
- 230 Main Street Extension - business inspection with Health Dept.
- 31 DeJohn Drive - business inspection with Health Dept.
- 68 Farm Hill Road - residential inspection with Health Dept.
- 99 East Main Street - business inspection

**Training:**

- Fire Protection Systems Requirement Updates - Session 1
- CFCA & CFDIA Educational Presentation Asbestos Remediation
- Glulam Construction Seminar
- Fire Protection Systems Requirement Updates - Session 2
- CFDIA Educational Presentation Drone Usage

**Incidents:**

- 2 River Road – Boat Fire Investigation
- 55 Roberta Drive – Electrical Panel Fire Investigation

Fire Marshal James M. Mastroianni  
June, 2023



**SOUTH FIRE DISTRICT**  
Of the City of Middletown  
MONTHLY REPORT TO  
**Fire Chief James Trzaski**  
**From: Fire Marshal James M. Mastroianni**

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I am respectfully submitting for your review the following items completed for the month of July, 2023:

**Fire Marshal Office Activities/Duties:**

- 1 Wildermans Way - Room Capacity Meeting
- 117 Main Street Ext. - Key Vault Meeting
- Attended Code Enforcement Meeting
- 100 Randolph Road - conducted fire drill
- Meeting with Zoning Dept.
- 140 Wildermans Way - Occupant Load Sign Meeting
- 600 Highland Avenue - conducted fire drill
- Meeting with the Building Dept.
- NFIRS Reporting Software Meeting
- 400 Saybrook Road - Key Vault Meeting
- Possible New Development Meeting

**Inspections:**

- 850 South Main Street - progress walkthrough with Building Dept.
- 193 East Main Street - apartment building re-inspection
- 1 Aircraft Road – blasting magazine inspection
- 460 East Main Street – possible change of occupancy walkthrough with Building Dept.
- 464 Bartholomew Road – oil tank removal
- 15 Silver Street - apartment building re-inspection
- 50 Walnut Street - final walkthrough with Building Dept.
- 144 Prout Hill Road – assembly inspection
- 520 Saybrook Road - progress walkthrough with Building Dept.
- 258 Saybrook Road - apartment building re-inspection

**Inspections cont.:**

- 482 South Main Street - business inspection
- 99 Eastern Drive – lodging & rooming inspection with Health Dept.

**Training:**

- Handling Special Scenes in-person Seminar
- Lithium-ion Hazard Solutions Webinar
- Sexual Harassment Training
- Community Risk Reduction Webinar

**Incidents:**

- 238 East Main Street – Investigate Dumpster Fire
- 1150 South Main Street - Fire Investigation
- 1582 Saybrook Road - Brush Fire Investigation
- 1393 Saybrook Road – Electrical Meter Ripped from House Incident
- 68 Farm Hill Road - Fire Investigation

Fire Marshal James M. Mastroianni  
July, 2023





**SOUTH FIRE DISTRICT**  
Of the City of Middletown  
MONTHLY REPORT TO  
**Fire Chief James Trzaski**  
**From: Fire Marshal James M. Mastroianni**

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I am respectfully submitting for your review the following items completed for the month of August, 2023:

**Fire Marshal Office Activities/Duties:**

- Attended/Participated in National Night Out – Main Street Middletown
- 430 Saybrook Road - Key Vault Meeting
- Meeting with Zoning Dept.
- 440 Saybrook Road - Key Vault Meeting
- Attended Code Enforcement Meeting
- NFIRS Reporting Software Meeting
- 100 Randolph Road - conducted fire drill
- Attended/Participated in Back to School Fair - Beman Middle School
- 600 Highland Avenue - conducted fire drill
- Meeting with Building Dept.
- 425 Hunting Hill Avenue Occupancy Meeting

**Inspections:**

- 536 Saybrook Road - progress walkthrough with Building Dept.
- 1055 Randolph Road – assembly inspection
- 26 Silver Street - apartment building re-inspection with Health Dept.
- 25 Silver Street - apartment building re-inspection with Health Dept.
- 230 Main Street Extension - business re-inspection with Health Dept.
- 68 Farm Hill Road - apartment building re-inspection with Health Dept.
- 159 - 161 East Main Street - apartment building inspection
- 482 South Main Street – assembly re-inspection
- 288 South Main Street - new business walkthrough with Health Dept.

**Inspections cont.:**

- 261 Ridge Road - South Farms Nursery School - pre-start of school inspection
- 1055 Randolph Road - Grace Lutheran Pre-School - pre-start of school inspection
- 650 South Main Street - new business walkthrough with Health Dept.
- 1960 Saybrook Road – assembly inspection
- 1300 South Main Street – assembly inspection
- 536 Saybrook Road - final walkthrough with Building Dept.
- 796 Saybrook Road - progress walkthrough with Building Dept.
- 181 Randolph Road – Xavier High School - pre-start of school inspection
- 67 Round Hill Road - Gianelli's Early Learning Center - pre-start of school inspection
- 70 Maynard Street – Bielefield Elementary School - pre-start of school inspection
- 850 South Main Street - progress walkthrough with Building Dept.
- 390 Ridge Road - Farm Hill Elementary School – pre-start of school inspection
- 16-18 Lake Street - apartment building inspection
- 520 Saybrook Road - progress walkthrough with Building Dept.
- 1 Wilderman's Way - Beman Middle School – pre-start of school inspection
- Tall Timbers Lot 5 - final certificate of occupancy walkthrough with Building Dept.

**Training:**

- NFPA Community Risk Reduction Webinar

**Incidents:**

- 115 Victoria Heights – Investigate Electrical Fire

Fire Marshal James M. Mastroianni  
August, 2023



**SOUTH FIRE DISTRICT**  
Of the City of Middletown  
MONTHLY REPORT TO  
**Fire Chief: James Trzaski**  
**From: Deputy Fire Marshal Ryan Parmelee**

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I am respectfully submitting, for your review, the following items completed for the month of June 2023:

**Fire Marshal Office Activities/Duties:**

- Fire Prevention Poster Contest Award Ceremony
- Crystal Lake Park and Rec Fire Drill

**Inspections:**

- 20 Pheasant
- 520 & 540 Saybrook Rd
- 99 East Main St

**Training:**

- Fire Code Inspector (Graduated)

**Incidents:**

- 2 River Rd
- 55 Roberta Dr

Deputy Fire Marshal Ryan Parmelee  
5 July, 2023



**SOUTH FIRE DISTRICT**  
Of the City of Middletown  
MONTHLY REPORT TO  
**Fire Chief: James Trzaski**  
**From: Deputy Fire Marshal Ryan Parmelee**

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I am respectfully submitting, for your review, the following items completed for the month of July 2023:

**Fire Marshal Office Activities/Duties:**

- 117 Main St. Ext. Key vault meeting
- 100 Randolph Rd Fire Drill
- 464 Bartholomew Tank Removal
- Gilead Open House

**Inspections:**

- = 1 Wilderman's Way
- = 850 South Main St
- = 193 East Main St
- = 518 South Main St
- = 520 South Main St
- = 460 East Main St
- = 400 Aircraft Rd
- = 258 Saybrook Rd
- = 482 South Main St
- = 99 Eastern Dr

**Training:**

- = NEIRS Webinar
- = SFD Sexual Harassment

**Incidents:**

- 1136 Randolph Rd
- 619 Saybrook Rd
- 238 East Main Street
- 1150 South Main Street
- 1582 Saybrook Rd

Deputy Fire Marshal Ryan Parmelee  
2 August 2023



**SOUTH FIRE DISTRICT**

Of the City of Middletown

MONTHLY REPORT TO

**Fire Chief: James Trzaski**

**From: Deputy Fire Marshal Ryan Parmelee**

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I am respectfully submitting, for your review, the following items completed for the month of August 2023:

**Fire Marshal Office Activities/Duties:**

- PD Night Out
- SFD Open House Planning
- Back to School Fair
- 600 Highland Fire Drill
- First Due Inspection Module

**Inspections:**

- 536 Saybrook Rd
- 440 Saybrook Rd
- 181 Randolph Rd
- 70 Maynard Rd
- 67 Round Hill Rd
- 796 Saybrook Rd
- 1300 S Main St
- 5 Tall Timber Ln
- 520 Saybrook Rd
- 16-18 Lake ST
- 850 South Main St
- 390 Ridge Rd
- 1 Wilderman's Way

**Training:**

**Incidents:**

153 Bow Ln

115 Victoria Heights

Deputy Fire Marshal Ryan Parmelee

31 August 2023



**Office of the Training Captain**  
**SOUTH FIRE DISTRICT**  
445 RANDOLPH ROAD  
MIDDLETOWN, CT 06457  
860-347-6661  
Fax 860-346-6787

3 July 2023

I am submitting for your review a report detailing the activities of the Division of Training and Safety for the month of June 2023.

**Training Activities:**

- Implementation of Weekly Coffee Table Quick Tips
  - Week of Monday 5 June 2023
  - Week of Monday 12 June 2023
  - Week of Monday 19 June 2023
  - Week of Monday 25 June 2023
- Provided Onboarding Training and Orientation for New Hire Firefighter Pantera
- Provided Truck Co. Jeopardy Game for on duty Platoons
- Provided CME Training for SFD Personnel with Middlesex Hospital
- Provided Narcan Training for Middletown Recreation Employees
- Provided TIC Use for the HazMat Incident Training
- Provided Apparatus Response/Positioning Training (*Real Time Fire Response Evolution*)

**Incident Responses:**

- 6/05: 153 Madison Road (Durham) for a structure fire
- 6/19: RT-9 (South) for a vehicle fire
- 6/22: 92 Ridge Road for the structure (porch) fire
- 6/25: 42 Liberty Street for a structure fire
- 6/29: 512 Saybrook Road for smoke in the building

Respectfully Submitted, AB Turenne Training Captain





*Office of the Training Captain*

**SOUTH FIRE DISTRICT**  
445 RANDOLPH ROAD  
MIDDLETOWN, CT 06457  
860-347-6661  
Fax 860-346-6787

01 August 2023

I am submitting for your review a report detailing the activities of the Division of Training and Safety for the month of July 2023.

**Training Activities:**

- Implementation of Weekly Coffee Table Quick Tips
  - Week of Monday 3 July 2023
  - Week of Monday 10 July 2023
  - Week of Monday 17 July 2023
  - Week of Monday 24 July 2023
  - Week of Monday 31 July 2023
- Provided Interface for all four (4) Platoon with Pratt & Whitney Fire Department
- Provided SCBA Confidence Training along with MAYDAY Policy Review
- Provided Silica Awareness Training along with Concrete Demolition evolution (hands-on)
- Provided EMS Review Training pertaining to blood pressures and hypertension
- Provided Sexual Harassment Training (for ALL District employees)
- Implemented NEW Department Policy/Procedure per Department Administration

**Incident Responses:**

- 7/9: Russett Lane (Westfield) for the structure fire
- 7/19: RT-9 South for the EMS assist
- 7/19: Saybrook Rd (Haddam) for the structure fire
- 7/24: 44 Sears Street for the ruptured gas line
- 7/26: 1150 Saybrook Rd for the structure fire
- 7/27: 1582 Saybrook Rd for the brush fire
- 7/27: 54 Margarite Rd Ext for the drowning/CPR
- 7/28: RT-9 South for the Motor Vehicle Accident

Respectfully Submitted, AB Turenne – Captain of Training & Safety



*Office of the Training Captain*

**SOUTH FIRE DISTRICT**

**445 RANDOLPH ROAD**

**MIDDLETOWN, CT 06457**

**860-347-6661**

**Fax 860-346-6787**

01 September 2023

I am submitting for your review a report detailing the activities of the Division of Training and Safety for the month of August 2023.

**Training Activities:**

- Implementation of Weekly Coffee Table Quick Tips
  - Week of Monday 31 July 2023
  - Week of Monday 7 August 2023
  - Week of Monday 14 August 2023
  - Week of Monday 21 August 2023
  - Week of Monday 28 August 2023
- Provided Routine Motor Vehicle Training with the implementation of the Big Easy Kit.
- Conducted a joint training exercise between SFD and WFD at an acquired structure in district.
- Provided training on EMS response to youth football related injuries (proper helmet removal)
- Implemented Safety Bulletin regarding preventing cuts and lacerations in the field
- Provided training pertaining to the Eight (8) Step Process of mitigating Hazardous Materials
- Participated in a town wide table-top drill for active shooter at BMS (Wilderman Way)
- Provided Elevator Hoistway Door Training pertaining to Safety and Awareness
- Provided Firefighter Fentanyl Awareness Training for First Responders

**Incident Responses:**

- 8/3: 156 Tollgate Road for the self-inflicted GSW
- 8/4: 319 Woodbury Circle for the attempted suicide
- 8/13: 32 Glendale Avenue for the structure fire
- 8/24: 153 Bow Lane for the structure fire
- 8/30: 10 Walnut Street for the attempted suicide (*fentanyl*)
- 8/31: 26 Silver Street for the AFA

Respectfully Submitted, AB Turenne – Captain of Training & Safety



SouthFire

Training Classes by Category

Class Date Between {06/01/2023} And {08/31/2023}

Date	Time	Class Description	Stn	Unit	Shift	Hours	Hrs Pd	Points
<b>+DIVE Dive Training</b>								
08/22/2023	17:30	Dive Training	1		S	3.50	4.00	0.00
<b>Totals for Category:</b>						<b>3.50</b>	<b>4.00</b>	<b>0.00</b>
<b>1.5 Extrication &amp; Stabilization Training</b>								
08/08/2023	10:00	Extrication & Stabilization Training	1		D	2.00	0.00	0.00
08/21/2023	09:00	Extrication & Stabilization Training	1		A	2.00	0.00	0.00
<b>Totals for Category:</b>						<b>4.00</b>	<b>0.00</b>	<b>0.00</b>
<b>410ACCESS Medical Heritage Center - 410 Saybrook Road</b>								
08/09/2023	13:30	Medical Heritage Center - 410	1	T34	A	0.50	0.00	0.00
08/10/2023	11:00	Medical Heritage Center - 410	1	T34	B	1.00	0.00	0.00
08/11/2023	10:30	Medical Heritage Center - 410	1	T34	C	1.00	0.00	0.00
<b>Totals for Category:</b>						<b>2.50</b>	<b>0.00</b>	<b>0.00</b>
<b>8STEPPROCESS Eight (8) Step Process - HazMat Response</b>								
08/14/2023	09:00	Eight (8) Step Process - HazMat	1	T34	B	1.00	0.00	0.00
08/15/2023	10:00	Eight (8) Step Process - HazMat	1	T34	C	1.00	0.00	0.00
08/16/2023	13:30	Eight (8) Step Process - HazMat	1	T34	D	1.00	0.00	0.00
<b>Totals for Category:</b>						<b>3.00</b>	<b>0.00</b>	<b>0.00</b>
<b>AERIAL TRAIN Aerial / Ladder Driver Training</b>								
07/03/2023	16:00	Aerial / Ladder Driver Training	1		D	1.00	0.00	0.00
07/07/2023	11:00	Aerial / Ladder Driver Training	1		D	2.00	0.00	0.00
<b>Totals for Category:</b>						<b>3.00</b>	<b>0.00</b>	<b>0.00</b>
<b>AIRBAG-EQUIP PARATECH AIRBAG EQUIPMENT</b>								
07/16/2023	14:00	PARATECH AIRBAG EQUIPMENT	1		A	0.50	0.00	0.00
<b>Totals for Category:</b>						<b>0.50</b>	<b>0.00</b>	<b>0.00</b>
<b>ASHE Active Shooter/Hostile Event</b>								
06/01/2023	13:00	Active Shooter/Hostile Event	1		D	1.00	0.00	0.00
06/02/2023	13:00	Active Shooter/Hostile Event	1		A	1.00	0.00	0.00

SouthFire

Training Classes by Category

Class Date Between {06/01/2023} And {08/31/2023}

Date	Time	Class Description	Stn	Unit	Shift	Hours	Hrs Pd	Points
<b>ASHE Active Shooter/Hostile Event</b>								
06/06/2023	13:30	Active Shooter/Hostile Event	1		A	0.50	0.00	0.00
<b>Totals for Category:</b>						<b>2.50</b>	<b>0.00</b>	<b>0.00</b>
<b>BIGEASY Big Easy Lock-Out Kit</b>								
07/31/2023	09:00	Big Easy Lock-Out Kit	1	T34	D	1.00	0.00	0.00
08/02/2023	09:00	Big Easy Lock-Out Kit	1	T34	B	1.00	0.00	0.00
<b>Totals for Category:</b>						<b>2.00</b>	<b>0.00</b>	<b>0.00</b>
<b>CLS 3 HARNES Class III Harnesses</b>								
07/16/2023	13:30	Class III Harnesses	1		A	0.50	0.00	0.00
<b>Totals for Category:</b>						<b>0.50</b>	<b>0.00</b>	<b>0.00</b>
<b>CME ALS Inteface with Middlesex Health</b>								
06/09/2023	09:00	ALS Inteface with Middlesex Health	1		D	2.00	0.00	0.00
06/16/2023	09:00	ALS Inteface with Middlesex Health	1		C	2.00	0.00	0.00
06/23/2023	09:00	ALS Inteface with Middlesex Health	1		B	2.00	0.00	0.00
06/30/2023	09:00	ALS Inteface with Middlesex Health	1		A	2.00	0.00	0.00
<b>Totals for Category:</b>						<b>8.00</b>	<b>0.00</b>	<b>0.00</b>
<b>CT CSP FE CT CSP Fire &amp; Explosion Investigation Unit</b>								
08/23/2023	09:30	CT CSP Fire & Explosion Investigation	1		C	3.00	0.00	0.00
08/30/2023	09:30	CT CSP Fire & Explosion Investigation	1		B	3.00	0.00	0.00
<b>Totals for Category:</b>						<b>6.00</b>	<b>0.00</b>	<b>0.00</b>
<b>CTOEMS4.5 SMR Review and Football Helmet Removal</b>								
08/04/2023	11:30	SMR Review and Football Helmet	1	T34	D	0.50	0.00	0.00
08/07/2023	08:30	SMR Review and Football Helmet	1	T34	C	1.00	0.00	0.00
<b>Totals for Category:</b>						<b>1.50</b>	<b>0.00</b>	<b>0.00</b>
<b>DEBRIEF 42 Liberty Street Post-Incident Analysis</b>								
07/03/2023	09:30	42 Liberty Street Post-Incident	1		D	1.00	0.00	0.00

SouthFire

Training Classes by Category

Class Date Between {06/01/2023} And {08/31/2023}

Date	Time	Class Description	Stn	Unit	Shift	Hours	Hrs Pd	Points
<b>DEBRIEF 42 Liberty Street Post-Incident Analysis</b>								
<b>Totals for Category:</b>						<b>1.00</b>	<b>0.00</b>	<b>0.00</b>
<b>DIVEREVIEW Dive Equipment Review</b>								
08/24/2023	10:00	Dive Equipment Review	1		D	2.00	0.00	0.00
<b>Totals for Category:</b>						<b>2.00</b>	<b>0.00</b>	<b>0.00</b>
<b>DOMINO The Domino Effect: Preventing the LODD</b>								
08/31/2023	09:00	The Domino Effect: Preventing the	1		C	1.00	0.00	0.00
<b>Totals for Category:</b>						<b>1.00</b>	<b>0.00</b>	<b>0.00</b>
<b>ELEVATOR ACS Elevator Hoistway Access - Safety and Awareness</b>								
08/21/2023	14:00	Elevator Hoistway Access - Safety and	1		A	1.00	0.00	0.00
08/22/2023	09:30	Elevator Hoistway Access - Safety and	1	T34	B	1.00	0.00	0.00
08/23/2023	14:30	Elevator Hoistway Access - Safety and	1		C	1.00	0.00	0.00
08/24/2023	13:00	Elevator Hoistway Access - Safety and	1		D	1.00	0.00	0.00
<b>Totals for Category:</b>						<b>4.00</b>	<b>0.00</b>	<b>0.00</b>
<b>FD First Due Training</b>								
08/25/2023	09:30	First Due Training	1		A	1.00	0.00	0.00
08/28/2023	13:00	First Due Training	1		D	1.25	0.00	0.00
<b>Totals for Category:</b>						<b>2.25</b>	<b>0.00</b>	<b>0.00</b>
<b>FENT Fentanyl FF at risk</b>								
08/29/2023	10:00	Fentanyl FF at risk	1		A	1.00	0.00	0.00
<b>Totals for Category:</b>						<b>1.00</b>	<b>0.00</b>	<b>0.00</b>
<b>FORCE ENTRY Forcible Entry</b>								
08/01/2023	09:00	Forcible Entry	1		A	1.00	0.00	0.00
<b>Totals for Category:</b>						<b>1.00</b>	<b>0.00</b>	<b>0.00</b>
<b>GARAGEFIRE Real Time Structure Response Drill</b>								

SouthFire

Training Classes by Category

Class Date Between {06/01/2023} And {08/31/2023}

Date	Time	Class Description	Stn	Unit	Shift	Hours	Hrs Pd	Points
<b>GARAGEFIRE Real Time Structure Response Drill</b>								
06/12/2023	14:30	Real Time Structure Response Drill	1	E32	C	1.00	0.00	0.00
06/13/2023	09:30	Real Time Structure Response Drill	1	E32	D	1.00	0.00	0.00
06/15/2023	14:00	Real Time Structure Response Drill	1	E32	B	1.00	0.00	0.00
<b>Totals for Category:</b>						<b>3.00</b>	<b>0.00</b>	<b>0.00</b>
<b>GRND LADDER Ground Ladder Dpoyment</b>								
07/21/2023	08:00	Ground Ladder Dpoyment	1		A	1.00	0.00	0.00
<b>Totals for Category:</b>						<b>1.00</b>	<b>0.00</b>	<b>0.00</b>
<b>HTN Blood Pressure EMS Training</b>								
07/24/2023	09:00	Blood Pressure EMS Training	1	E32	A	1.00	0.00	0.00
07/25/2023	09:00	Blood Pressure EMS Training	1	T34	B	1.00	0.00	0.00
07/26/2023	09:00	Blood Pressure EMS Training	1	E30	C	1.00	0.00	0.00
07/27/2023		Blood Pressure EMS Training	1		D	0.00	0.00	0.00
<b>Totals for Category:</b>						<b>3.00</b>	<b>0.00</b>	<b>0.00</b>
<b>HZMT TIC TIC Use on the HazMat Scene</b>								
06/19/2023	09:00	TIC Use on the HazMat Scene	1		B	1.00	0.00	0.00
06/20/2023	08:45	TIC Use on the HazMat Scene	1		C	1.00	0.00	0.00
06/21/2023	14:00	TIC Use on the HazMat Scene	1		D	1.00	0.00	0.00
06/26/2023	09:00	TIC Use on the HazMat Scene	1		A	1.00	0.00	0.00
<b>Totals for Category:</b>						<b>4.00</b>	<b>0.00</b>	<b>0.00</b>
<b>JEOPARADY Truck Co. Jeopardy</b>								
06/05/2023	13:00	Truck Co. Jeopardy	1		D	1.00	0.00	0.00
06/08/2023	13:30	Truck Co. Jeopardy	1		C	1.00	0.00	0.00
06/14/2023	13:30	Truck Co. Jeopardy	1		A	1.00	0.00	0.00
06/15/2023	08:30	Truck Co. Jeopardy	1		B	1.00	0.00	0.00
<b>Totals for Category:</b>						<b>4.00</b>	<b>0.00</b>	<b>0.00</b>
<b>LTHMBTRY Lithium-Ion Batteries: Micromobility, EV's and BES</b>								
06/07/2023	10:00	Lithium-Ion Batteries: Micromobility, 1			B	1.50	0.00	0.00
06/21/2023	10:00	Lithium-Ion Batteries: Micromobility, 1			D	1.50	0.00	0.00
06/22/2023	09:30	Lithium-Ion Batteries: Micromobility, 1			A	2.00	0.00	0.00

SouthFire

Training Classes by Category

Class Date Between {06/01/2023} And {08/31/2023}

Date	Time	Class Description	Stn	Unit	Shift	Hours	Hrs Pd	Points
-----Default-----								
<b>LTHMBTTRY Lithium-Ion Batteries: Micromobility, EV's and BES</b>								
<b>Totals for Category:</b>						<b>5.00</b>	<b>0.00</b>	<b>0.00</b>
<b>MARINE 3 Weekly (Friday) Inservice</b>								
07/07/2023	13:00	Weekly (Friday) Inservice	1		A	2.00	0.00	0.00
<b>Totals for Category:</b>						<b>2.00</b>	<b>0.00</b>	<b>0.00</b>
<b>ONBOARDING New Hire Orientation</b>								
06/05/2023	08:00	New Hire Orientation	1		E	8.00	0.00	0.00
06/06/2023	08:00	New Hire Orientation	1		E	8.00	0.00	0.00
06/07/2023	09:00	New Hire Orientation	1		E	2.00	0.00	0.00
06/08/2023	08:00	New Hire Orientation	1		E	8.00	0.00	0.00
06/09/2023	08:00	New Hire Orientation	1		E	8.00	0.00	0.00
06/13/2023	08:00	New Hire Orientation	1		E	8.00	0.00	0.00
06/14/2023	08:00	New Hire Orientation	1		E	8.00	0.00	0.00
<b>Totals for Category:</b>						<b>50.00</b>	<b>0.00</b>	<b>0.00</b>
<b>PREPLAN Prefire Preplan</b>								
08/28/2023	10:00	Prefire Preplan	1		D	2.00	0.00	0.00
<b>Totals for Category:</b>						<b>2.00</b>	<b>0.00</b>	<b>0.00</b>
<b>PWFD Pratt and Whitney Fire Department Interface</b>								
06/30/2023	11:30	Pratt and Whitney Fire Department	1	E32	A	2.00	0.00	0.00
07/07/2023	09:00	Pratt and Whitney Fire Department	1	T34	D	2.00	0.00	0.00
07/21/2023	11:00	Pratt and Whitney Fire Department	1	E32	B	2.00	0.00	0.00
<b>Totals for Category:</b>						<b>6.00</b>	<b>0.00</b>	<b>0.00</b>
<b>RP 1.2 Rope Rescue</b>								
07/21/2023	09:00	Rope Rescue	1		A	0.50	0.00	0.00
<b>Totals for Category:</b>						<b>0.50</b>	<b>0.00</b>	<b>0.00</b>
<b>SCBALUNAR SCBA Confidence and MAYDAY Review</b>								
07/05/2023	09:30	SCBA Confidence and MAYDAY Review	1	T34	B	1.50	0.00	0.00

SouthFire

Training Classes by Category

Class Date Between {06/01/2023} And {08/31/2023}

Date	Time	Class Description	Stn	Unit	Shift	Hours	Hrs Pd	Points	
<b>SCBALUNAR SCBA Confidence and MAYDAY Review</b>									
07/10/2023	09:30	SCBA Confidence and MAYDAY Review	1	T34	C	1.00	0.00	0.00	
07/11/2023	14:30	SCBA Confidence and MAYDAY Review	1	T34	D	1.00	0.00	0.00	
07/12/2023	09:00	SCBA Confidence and MAYDAY Review	1	T34	A	1.00	0.00	0.00	
<b>Totals for Category:</b>						<b>4.50</b>	<b>0.00</b>	<b>0.00</b>	
<b>SEXHARPREV Sexual Harassment Prevention</b>									
07/24/2023	13:00	Sexual Harassment Prevention	1		A	1.50	0.00	0.00	
07/25/2023	13:00	Sexual Harassment Prevention	1	T34	B	1.50	0.00	0.00	
07/26/2023	13:00	Sexual Harassment Prevention	1	T34	C	1.50	0.00	0.00	
<b>Totals for Category:</b>						<b>4.50</b>	<b>0.00</b>	<b>0.00</b>	
<b>SILICAHILTI OSHA Silica Standard - Hilti Tool 7 Wet Saw Use</b>									
07/17/2023	08:45	OSHA Silica Standard - Hilti Tool 7	1	E32	B	1.50	0.00	0.00	
07/18/2023	08:30	OSHA Silica Standard - Hilti Tool 7	1	T34	C	1.50	0.00	0.00	
07/19/2023	08:30	OSHA Silica Standard - Hilti Tool 7	1	T34	D	1.50	0.00	0.00	
<b>Totals for Category:</b>						<b>4.50</b>	<b>0.00</b>	<b>0.00</b>	
<b>STABILIZATN Vehicle Stabilization</b>									
08/17/2023	09:30	Vehicle Stabilization	1		A	2.00	0.00	0.00	
<b>Totals for Category:</b>						<b>2.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>STCTRFIRE Acquired Structure - Fire Response</b>									
08/03/2023	08:30	Acquired Structure - Fire Response	1	T34	C	2.00	0.00	0.00	
<b>Totals for Category:</b>						<b>2.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>Total Classes: 81</b>						<b>Grand Totals:</b>	<b>147.25</b>	<b>4.00</b>	<b>0.00</b>



**CITY OF MIDDLETOWN**  
**CENTRAL COMMUNICATIONS CENTER**  
**911 – POLICE – FIRE – EMS**  
**169 CROSS ST, MIDDLETOWN, CT 06457**

**Public Safety Telecommunications Report**  
**July 2023**

1. Monthly Call Statistics sheet is available. Activity for June is approximately 5,007 incidents. Total 911 calls are 2,755 and 10,265 administrative calls.
2. Training continues. Staffing is at 17 with one in training. One trainee (#18) went on line in June. A certified dispatcher position (#19) is underway. Anticipated start would be in July. Full department staffing is 21. A retirement is anticipated in December.
3. No Mile Lane cell site activity this month.
4. The City/Baker Tilly job classification study - no further information.
5. The fuel contamination of the station generator emergency purchase is complete. The cost of the project was \$3,681.60. No fuel issues at this point. A second fuel will be conducted at end of July.
6. The following events occurred with the same generator;

On Friday, June 2<sup>nd</sup> at 4:10PM a storm caused activation of generator. Once street power returned the generator continued to run. Powers generator determined there were issues with modules in generator and transfer switch. We are not sure if a strike, near miss or surge created any problems. We have significant surge protection and there was no indication that it was activated. Decision was made to bring in portable generator because current wouldn't auto start but would run. Some minor damage to FD and dispatch center.

On Saturday, June 3<sup>rd</sup> at 1:40PM a power outage occurred in the area.

The replacement failed to activate the portable generator.

The center ran on battery backup. No issues. Electric power was restored from street.

Powers replaced portable generator. By June 9<sup>th</sup> the repairs were complete and returned to normal. Cost for this emergency purchase was \$5,336.00

**City of Middletown  
Central Communications Center  
Monthly Call Statistics - 2023 (estimated)**

INCIDENT ACTIVITY	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	AVG
Middletown Police Dept.	3739	3332	3806	3414	3714	3623							21628	3605
Portland Police Dept.	382	385	411	321	406	379							2284	381
Fire Departments (Midd.)	542	602	497	550	621	531							3343	557
Middletown Fire Dept.	306	332	256	284	339	300							1817	303
South Fire District	156	171	172	170	196	157							1022	170
Westfield Fire District	80	99	69	96	86	74							504	84
Fire Department (Portland)	52	55	54	48	69	62							340	57
Ambulance only Calls	403	361	366	377	389	412							2308	385
<b>TOTAL INCIDENT CASE #'s</b>	<b>5118</b>	<b>4735</b>	<b>5134</b>	<b>4710</b>	<b>5199</b>	<b>5007</b>							<b>29903</b>	<b>4984</b>
<b>TELEPHONE ACTIVITY</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>Total</b>	<b>AVG</b>
<b>MIDDLETOWN</b>	1853	1756	1772	1796	2161	2118							11456	1909
Wireless & wireline originating in Middletown														
<b>PORTLAND</b>	209	195	182	217	288	291							1382	230
Wireless & wireline originating in Portland														
Transfers to Dispatch from other towns. For Midd & Port.	221	234	262	273	374	346							1710	285
<b>TOTAL 911 CALLS</b>	2283	2185	2216	2286	2823	2755							14548	2425
<b>TOTAL ADMIN. CALLS IN</b>	6151	5962	5807	5890	6895	6897							37602	6267
<b>TOTAL ADMIN. CALLS OUT</b>	2961	2651	2716	2799	3294	3368							17789	2965
<b>TOTAL PHONE CALLS</b>	<b>11395</b>	<b>10798</b>	<b>10739</b>	<b>10975</b>	<b>13012</b>	<b>13020</b>							<b>69939</b>	<b>11657</b>
												2022	142,117	11,843
												2021	128,498	10,708
												2020	128,562	10,714
												AVG	128,530	10,711





**CITY OF MIDDLETOWN  
CENTRAL COMMUNICATIONS CENTER  
911 – POLICE – FIRE – EMS  
169 CROSS ST, MIDDLETOWN, CT 06457**

**Public Safety Telecommunications Report  
August 2023**

1. Monthly Call Statistics sheet is available. Activity for July is approximately 4,796 incidents. Total 911 calls are 2,590 and 7,607 administrative calls.
2. Staffing is at 19 with two in training. A certified dispatcher position (#19) started on July 31<sup>st</sup>. A retirement is anticipated in December.
3. No Mile Lane cell site activity this month.
4. RFP for feasibility study closes August 4<sup>th</sup>.
5. Every 3 years we have a vendor deep clean consoles and perform wire management on out consoles. Console cleaning is important as dust embeds in some equipment.
6. Site maintenance is underway at Mile Lane and Aircraft Rd. The area is cleared of brush and agents applied to keep growth at a minimum. Rodent control is also underway. Mice have been the single biggest issue for the sites only followed by bees.
7. As we start new fiscal year all maintenance agreements have been issued PO's. Agreements for UPS, Generator Maintenance Service and Motorola Infrastructure are all in place. There are several other key PO's issued as well such as EMS Dispatch software and tower lease agreements with cell carriers.
8. All of our sites are monitored via a Motorola product to send alarms when there are equipment failures or issues as well as security options. On July 10<sup>th</sup> we received a system notification that indicated a possible theft of materials. Police were dispatched and apprehended 3 people stealing wire off the Preston Ave Tower. Loss for our equipment was extremely minimal and repaired quickly. The site was never down.

**City of Middletown  
Central Communications Center  
Monthly Call Statistics - 2023 (estimated)**

INCIDENT ACTIVITY	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	AVG
Middletown Police Dept.	3739	3332	3806	3414	3714	3623	3456						25084	3583
Portland Police Dept.	382	385	411	321	406	379	346						2630	376
Fire Departments (Midd.)	542	602	497	550	621	531	574						3917	560
Middletown Fire Dept.	306	332	256	284	339	300	311						2128	304
South Fire District	156	171	172	170	196	157	185						1207	172
Westfield Fire District	80	99	69	96	86	74	78						582	83
Fire Department (Portland)	52	55	54	48	69	62	71						411	59
Ambulance only Calls	403	361	366	377	389	412	349						2657	380
<b>TOTAL INCIDENT CASE #'s</b>	<b>5118</b>	<b>4735</b>	<b>5134</b>	<b>4710</b>	<b>5199</b>	<b>5007</b>	<b>4796</b>						<b>34699</b>	<b>4957</b>
<b>TELEPHONE ACTIVITY</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>Total</b>	<b>AVG</b>
<b>MIDDLETOWN</b>	1853	1756	1772	1796	2161	2118	1972						13428	1918
Wireless & wireline originating in Middletown														
<b>PORTLAND</b>	209	195	182	217	288	291	302						1684	241
Wireless & wireline originating in Portland														
Transfers to Dispatch from other towns. For Midd & Port.	221	234	262	273	374	346	316						2026	289
<b>TOTAL 911 CALLS</b>	2283	2185	2216	2286	2823	2755	2590						17138	2448
<b>TOTAL ADMIN. CALLS IN</b>	6151	5962	5807	5890	6895	6897	4602						42204	6029
<b>TOTAL ADMIN. CALLS OUT</b>	2961	2651	2716	2799	3294	3368	3005						20794	2971
<b>TOTAL PHONE CALLS</b>	<b>11395</b>	<b>10798</b>	<b>10739</b>	<b>10975</b>	<b>13012</b>	<b>13020</b>	<b>10197</b>						<b>80136</b>	<b>11448</b>
												2022	142,117	11,843
												2021	128,498	10,708
												2020	128,562	10,714
												AVG	128,530	10,711



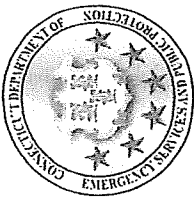
**CITY OF MIDDLETOWN**  
**CENTRAL COMMUNICATIONS CENTER**  
**911 – POLICE – FIRE – EMS**  
**169 CROSS ST, MIDDLETOWN, CT 06457**

**Public Safety Telecommunications Report**  
**September 2023**

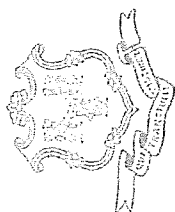
1. Monthly Call Statistics sheet is available. Activity for August is approximately 5,208 incidents. Total 911 calls are 2,483 and 7,899 administrative calls.
2. Staffing is at 19 with two in training. One in training is scheduled to complete training at end of September. A certified dispatcher position (#19) started on July 31<sup>st</sup>. As a reminder a retirement is anticipated in December.
3. No Mile Lane cell site activity this month. I will only report on this when activity is present going forward.
4. RFP for feasibility study on new dispatch center closed August 4<sup>th</sup>. There were three proposals. The Deputy Director along with the selection committee selected Silver Petrucelli & Associates to perform the study. A meeting with the Mayor and Finance Director authorized the selection and we will be proceeding.
5. We have scheduled a biannual radio system upgrade for February that is a part of Motorola Service contract. This upgrade is significant with replacement of numerous equipment pieces. This upgrade keeps our 4 year old system to current date.

**City of Middletown  
Central Communications Center  
Monthly Call Statistics - 2023 (estimated)**

INCIDENT ACTIVITY	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	AVG
Middletown Police Dept.	3739	3332	3806	3414	3714	3623	3456	3885					28969	3621
Portland Police Dept.	382	385	411	321	406	379	346	313					2943	368
Fire Departments (Midd.)	542	602	497	550	621	531	574	546					4463	558
Middletown Fire Dept.	306	332	256	284	339	300	311	281					2409	301
South Fire District	156	171	172	170	196	157	185	173					1380	173
Westfield Fire District	80	99	69	96	86	74	78	92					674	84
Fire Department (Portland)	52	55	54	48	69	62	71	64					475	59
Ambulance only Calls	403	361	366	377	389	412	349	400					3057	382
<b>TOTAL INCIDENT CASE #'s</b>	<b>5118</b>	<b>4735</b>	<b>5134</b>	<b>4710</b>	<b>5199</b>	<b>5007</b>	<b>4796</b>	<b>5208</b>					<b>39907</b>	<b>4988</b>
<b>TELEPHONE ACTIVITY</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>Total</b>	<b>AVG</b>
<b>MIDDLETOWN</b>	1853	1756	1772	1796	2161	2118	1972	1860					15288	1911
Wireless & wireline originating in Middletown														
<b>PORTLAND</b>	209	195	182	217	288	291	302	237					1921	240
Wireless & wireline originating in Portland														
Transfers to Dispatch from other towns. For Midd & Port.	221	234	262	273	374	346	316	386					2412	302
<b>TOTAL 911 CALLS</b>	2283	2185	2216	2286	2823	2755	2590	2483					19621	2453
<b>TOTAL ADMIN. CALLS IN</b>	6151	5962	5807	5890	6895	6897	4602	4740					46944	5868
<b>TOTAL ADMIN. CALLS OUT</b>	2961	2651	2716	2799	3294	3368	3005	3159					23953	2994
<b>TOTAL PHONE CALLS</b>	<b>11395</b>	<b>10798</b>	<b>10739</b>	<b>10975</b>	<b>13012</b>	<b>13020</b>	<b>10197</b>	<b>10382</b>					<b>90518</b>	<b>11315</b>
												2022	142,117	11,843
												2021	128,498	10,708
												2020	128,562	10,714
												AVG	128,530	10,711



**State of Connecticut**  
**Department of Emergency Services and Public Protection**  
**Municipal Grant Program**



**Source of Project Funds and Project Budget Itemization Form**

<b>Grantee:</b> South Fire District			<input checked="" type="checkbox"/> Original Budget <input type="checkbox"/> Revision # _____
<b>Project Title:</b> South Fire Renovations & Addition Phase II			<b>Project #:</b> 022G083
<b>Funding Source</b>	<b>Description/Restrictions/Term</b>	<b>Amount</b>	<b>Status</b>
<b>Federal</b>			<input type="checkbox"/> In Place -- Attach Commitment Letter <input type="checkbox"/> Pending Date: _____
			<input type="checkbox"/> In Place -- Attach Commitment Letter <input type="checkbox"/> Pending Date: _____
	Total Federal Funds		
<b>State</b>	DESPP Grant #022G083	1,000,000.00	<input type="checkbox"/> In Place -- Attach Commitment Letter <input type="checkbox"/> Pending Date: _____
	Total State Funds	1,000,000.00	<input type="checkbox"/> In Place -- Attach Commitment Letter <input type="checkbox"/> Pending Date: _____
	Municipal Grants & Aid 2024	207,080.00	<input type="checkbox"/> In Place -- Attach Commitment Letter <input type="checkbox"/> Pending Date: _____
<b>Municipal</b>	Municipal Grants & Aid 2022	129,740.00	<input type="checkbox"/> In Place -- Attach Commitment Letter <input type="checkbox"/> Pending Date: _____
	Total Municipal Funds	336,820.00	

<b>Foundations</b>			<input type="checkbox"/> In Place – Attach Commitment Letter <input type="checkbox"/> Pending Date: _____
			<input type="checkbox"/> In Place – Attach Commitment Letter <input type="checkbox"/> Pending Date: _____
	<b>Total Foundation Funds</b>		
<b>Donations</b>			<input type="checkbox"/> In Place – Attach Commitment Letter <input type="checkbox"/> Pending Date: _____
			<input type="checkbox"/> In Place – Attach Commitment Letter <input type="checkbox"/> Pending Date: _____
	<b>Total Donation Funds</b>		
<b>Loans</b>			<input type="checkbox"/> In Place – Attach Commitment Letter <input type="checkbox"/> Pending Date: _____
			<input type="checkbox"/> In Place – Attach Commitment Letter <input type="checkbox"/> Pending Date: _____
	<b>Total Loans Funds</b>		
<b>Others</b>	South Fire District Capital Nonrecurring		<input type="checkbox"/> In Place – Attach Commitment Letter <input type="checkbox"/> Pending Date: _____
			<input type="checkbox"/> In Place – Attach Commitment Letter <input type="checkbox"/> Pending Date: _____
	<b>Total Other Funds</b>	<b>113,180.00</b>	

All current and pending funding sources must be identified. Under Status, if the funding is in place, attach commitment letter. If pending, provide the anticipated date the funds will be available. The Total Project Funds line must equal the total project costs listed on the Project Budget. Add an additional sheet if necessary.

		Non-MGP Funds	MGP Funds
A. Professional Services		MGP budget is limited to 10% of Grant Award.	
1.	Design Consultant/Architect	100,000	0
2.	Design Consultant/Engineer	included with Architect	included with Architect
3.	Borings & Test Pits/Environmental Testing	NA	NA
4.	Surveys & Maps	included with Architect	included with Architect
5.	Construction Administrator/Manager	0	60,000
6.	Materials Testing	previously performed	previously performed
7.	Supplemental Services	NA	NA
8.	Environmental Survey/Investigation	previously performed	previously performed
9.	Other – List Line item(s) on separate page	NA	NA
<b>Professional Services Total</b>		<b>100,000.00</b>	<b>60,000.00</b>
<b>B. Acquisition</b>		<b>MGP Funds may not be used in this category unless approved in the original OPM Budget.</b>	
1.	Land Cost/Site Acquisition	NA	NA
2.	Appraisal Fees	NA	NA
3.	Site Improvements	Included in Construction	Included in Construction
4.	Water/Utility Hookups	Included in Construction	Included in Construction
5.	Other – List Line item(s) on separate page	NA	NA
<b>Acquisition Total</b>		<b>0.00</b>	<b>0.00</b>
<b>C. Construction/Renovation</b>		<b>**List the total amount for this line item. If more than one contract is included, attach a separate sheet listing all contracts and individual dollar amounts.</b>	
1.	General Construction** (Total Construction Cost)	250,000.00	940,000.00
2.	Permits	Included in Construction	Included in Construction
3.	Demolition	Included in Construction	Included in Construction
4.	Environmental Remediation	Included in Construction	Included in Construction
5.	Other – List Line Item(s) on separate page	Included in Construction	Included in Construction
		See Attached Construction Budget   See Attached Construction Budget	



Construction/Renovation Total		250,000.00	940,000.00
No MGP funds may be used for this category.			
D. Other			
Other Total		0	0
E. Contingency		Non-MGP Funds	MGP Funds
MGP Funds are limited to 8% of the grant award. All Expenditures must be preapproved prior to expenditure.			
		100,000	0
Contingency Total		100,000.00	
Project Total		1,450,000.00	1,000,000.00
The signatures below indicate review and approval of the attached Source of Project Funds and Project Budget Itemization Form.			
Chief Executive Officer & Date		Chief Financial Officer & Date	
Print Name & Date		Print Name & Date	
DESPP Review and Approval			
Fiscal Signature & Date			



# AIA<sup>®</sup> Document A133<sup>®</sup> – 2019

## **Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price**

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

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

South Fire District  
445 Randolph Road  
Middletown, Connecticut 06547

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

Milestone Construction Services, LLC  
442 Forbes Avenue  
New Haven, CT 06512

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

South Fire District Renovation & Addition Phase II

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

Landmark Architects  
100 Riverview Center  
Suite 204  
Middletown, Connecticut 06457

The Owner and Construction Manager agree as follows.

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

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

AIA Document A201<sup>™</sup>–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 GENERAL PROVISIONS
- 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 7 COST OF THE WORK FOR CONSTRUCTION PHASE
- 8 DISCOUNTS, REBATES, AND REFUNDS
- 9 SUBCONTRACTS AND OTHER AGREEMENTS
- 10 ACCOUNTING RECORDS
- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 12 DISPUTE RESOLUTION
- 13 TERMINATION OR SUSPENSION
- 14 MISCELLANEOUS PROVISIONS
- 15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

Project will occur while Fire Station is in operation. CM will arrange its work so as not to interfere with Owner's normal operations.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

This project will comprise a new one story addition of approximately 2,410 SF, and renovation of 2,300 SF of the existing building.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

*(Provide total and, if known, a line item breakdown.)*

See Exhibit A attached hereto

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

.1 Design phase milestone dates, if any:

Architectural, Structural, MEP: 8/25/2023  
Civil: (Landmark to provide date for civil drawings)

.2 Construction commencement date:

Phase 1/Addition Shell: 9/15/2023 based on receipt of Civil Drawings by 8.25.2023  
Phase 2/Addition Fit-Out: 11/1/2023 based on the above  
Phase 3/Renovate Existing: 2/15/2024

.3 Substantial Completion date or dates:

Phase 1: 12/20/2023  
Phase 2: 2/15/2024  
Phase 3: 4/15/2024

.4 Other milestone dates:

If the C.M. is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the C.M.'s control, the Contract time shall be subject to equitable adjustment. Examples of causes beyond the control of the C.M. include but are not limited to the following: (a) acts of omissions of Owner, Design Professional, or others; (b) changes in the Work or performance of the Work; (c) encountering Hazardous Materials, or concealed or unknown conditions that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist; (d) delay authorized by Owner pending dispute resolution or suspension by Owner; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving Contractor or its Subcontractors; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) terrorism; (j) epidemics or pandemics; (k) quarantine restrictions; (l) adverse governmental actions including but not limited to, declarations of national or state emergencies or public health emergencies which result in work stoppage orders from governmental, court or other public authorities, having jurisdiction; (m) unavoidable accidents or circumstances; or (n) adverse weather conditions not reasonably anticipated.

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:  
*(Identify any requirements for fast-track scheduling or phased construction.)*

Unknown at this time.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

Unknown at this time.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:  
*(Identify special characteristics or needs of the Project not provided elsewhere.)*

Init.

Not Applicable

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:  
*(List name, address, and other contact information.)*

Chief James P. Trzaski  
445 Randolph Road  
Middletown, CT 06457

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:  
*(List name, address and other contact information.)*

Landmark Architects, 100 Riverview Center, Suite 204, Middletown, CT

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

.1 Geotechnical Engineer:

.2 Civil Engineer:

Angur MacDonald, Gary Sharpe & Associates, Inc.  
233 Boston Post Road  
Old Saybrook, Connecticut 06475

.3 Other, if any:

*(List any other consultants retained by the Owner, such as a Project or Program Manager.)*

MEP: Innovative Engineering Services, Inc.  
33 North Plains Industrial Road  
Wallingford, Connecticut 06492

Structural: Richard Camber, P.E.  
139 Highridge Road  
Avon, Connecticut 06001

§ 1.1.11 The Architect's representative:  
*(List name, address, and other contact information.)*

Paul Pizzo  
Landmark Architects  
100 Riverview Center, Suite 204  
Middletown, Connecticut 06457

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:  
(List name, address, and other contact information.)

Frank A. Ferraiolo – Project Executive  
Greg Mastriano – Site Superintendent  
Anthony Fiondella – Senior Project Manager  
Justin Shanley, Estimator

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:  
(List any Owner-specific requirements to be included in the staffing plan.)

Unknown at this time.

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:  
(List any Owner-specific requirements for subcontractor procurement.)

Unknown at this time

§ 1.1.15 Other Initial Information on which this Agreement is based:

Not Applicable

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

## ARTICLE 2 GENERAL PROVISIONS

### § 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

### § 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

## § 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

## ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

### § 3.1 Preconstruction Phase

#### § 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

#### § 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

#### § 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor;

ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

### § 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

### § 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

### § 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

### § 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the

Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

#### § 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

#### § 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

*(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)*

Procure to be used as an Information Management System and procurement of Subcontracts

#### § 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.



§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

### § 3.3 Construction Phase

#### § 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

#### § 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

#### § 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

#### § 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

#### § 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

## ARTICLE 4 OWNER'S RESPONSIBILITIES

### § 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 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 Article 7, (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 Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing 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 other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

#### § 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** 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.

#### § 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the

Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

#### ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

##### § 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

\$7,500.00 Seven Thousand Five Hundred Dollars and 00/100

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

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

Individual or Position	Rate
Estimator	\$90.00 per hour

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

##### § 5.2 Payments

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

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid 30 ( thirty ) 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 Construction Manager.

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

1.5 % One and one half percent

#### ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

##### § 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)*

4.0% of the cost of the work

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

AIA Notification of Change (NOC); followed by Proposed Change Order (PCO); when a sufficient quantity of PCO's are approved, an AIA Change Order will be issued.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Subcontractor cannot charge more than 15% overhead and profit, substantiated by support documentation indicating their cost plus the overhead and profit amount.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed N/A percent ( %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

N/A

§ 6.1.7 Other:

*(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)*

N/A

### § 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

### § 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

## ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

### § 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

## § 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

N/A

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

## § 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

## § 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

## § 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall

Init.

be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

#### § 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

## ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

## ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

## ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

## ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

### § 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:



§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Ten ( 10 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five Percent 5%

§ 11.1.8.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

General Conditions, General Requirements, CM Fee and Change Orders

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

N/A

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage, such as upon completion of the Owner’s audit and reconciliation, upon Substantial Completion.)*

N/A

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner’s prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager’s Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations,

audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## § 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

## § 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

1.5 % One and one half percent

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

Independent Third Party consultant to be agreed upon

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Arbitration pursuant to Article 15 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

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§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

## § 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

### § 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201-2017.

### § 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201-2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201-2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201-2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

### § 13.2.3 Termination by the Owner for Convenience

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If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:  
*(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)*

In the event of a termination by C.M. pursuant to this section, the C.M. shall be paid for all work executed through the date of termination at the rates set forth in the contract, including the 4% C.M. Fee.

§ 13.2.4 Termination of Contract by C.M.: The C.M. may terminate the Contract if the commencement of the Work is delayed or the progress of the work is stopped for a period of 30 consecutive days through no act or fault of the C.M. or its Subcontractors, as a result of an act of government or an issuance of an order of a court or other public authority having jurisdiction that requires that all Work be stopped. In the event of a termination by C.M. pursuant to this section, the C.M. shall be paid for all work executed through the date of termination at the rates set forth in the contract, including the 4% C.M. Fee.

### § 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

## ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

### § 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

### § 14.3 Insurance and Bonds

#### § 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) for each occurrence and Three Million Dollars (\$ 3,000,000.00 ) in the aggregate for bodily injury and property damage.

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

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

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

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than N/A (\$ ) per claim and N/A (\$ ) in the aggregate.

§ 14.3.1.6 Other Insurance

*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

Coverage	Limits
Umbrella Liability	10 Million/each occurrence 10 Million/aggregate

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

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 14.5 Other provisions:

Any claim arising out of this Contract shall be subject to arbitration which, unless the parties naturally agree otherwise, shall be administered by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The parties agree that any arbitration between C.M. and one or more of its subcontractors arising out of or relating to the Work being performed by C.M. pursuant to this Agreement, may be consolidated with any arbitration between Owner and C.M. provided that (1) the arbitrations to be consolidated substantially involve common questions of law or fact; and (2) the arbitrations employ materially similar procedural rules and methods for selecting arbitrators. Prior to submitting any claim to arbitration, the parties shall engage in at least two mediation sessions by a mediator mutually selected by the parties. The parties shall share equally in the cost of the mediation.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager 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 Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds.
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

.6 Other Exhibits:  
*(Check all boxes that apply.)*

AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:  
*(Insert the date of the E234-2019 incorporated into this Agreement.)*

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Schedule of Values	Exhibit A	08.24.2023	1

.7 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

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

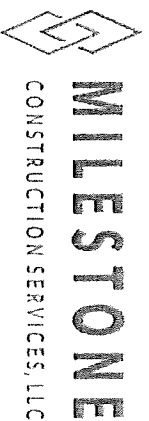
\_\_\_\_\_  
OWNER *(Signature)*

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

\_\_\_\_\_  
CONSTRUCTION MANAGER *(Signature)*

\_\_\_\_\_  
Frank A. Ferraiolo Member  
*(Printed name and title)*





**PROJECT:** Middletown South Fire District  
**Date:** Tuesday, July 25, 2023  
**Estimate #** E23-089  
**ESTIMATE SUMMARY**  
 G.S.F. 2,410 (new); 2,300 (reno)

**ROM ESTIMATE**

Spec.	Description	Sub/ Vendor	Mtrl.	Labor	Line Total
01 00 00	Genl. Repts. / Genl. Conditions	\$ 260,000	\$ -	\$ -	\$ 260,000
03 30 00	Cast-In-Place Concrete	\$ 56,395	\$ -	\$ -	\$ 56,395
04 20 00	Unit Masonry	\$ 73,355	\$ -	\$ -	\$ 73,355
05 12 00	Structural Steel & Metals	\$ 83,295	\$ -	\$ -	\$ 83,295
06 10 00	Rough Carpentry & Framing	\$ 68,562	\$ -	\$ -	\$ 68,562
06 50 00	Millwork	\$ 52,875	\$ -	\$ -	\$ 52,875
07 60 00	Thermal & Moisture Prot.	\$ 71,346	\$ -	\$ -	\$ 71,346
08 00 00	Openings - D/F/H & Windows	\$ 57,000	\$ -	\$ -	\$ 57,000
09 25 00	Gypsum Drywall Systems	\$ 61,836	\$ -	\$ -	\$ 61,836
09 67 23	Flooring	\$ 27,870	\$ -	\$ -	\$ 27,870
09 91 10	Painting	\$ 10,857	\$ -	\$ -	\$ 10,857
22 00 00	Plumbing	\$ 35,100	\$ -	\$ -	\$ 35,100
23 00 00	HVAC	\$ 67,821	\$ -	\$ -	\$ 67,821
26 00 00	Electrical	\$ 136,300	\$ -	\$ -	\$ 136,300
31 00 00	Sitework	\$ 134,000	\$ -	\$ -	\$ 134,000
32 91 15	Landscaping	\$ 5,311	\$ -	\$ -	\$ 5,311
<b>SUBTOTAL</b>		<b>\$ 1,201,923</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,201,923</b>
<b>PEE @ 4.0%</b>					<b>\$ 48,077</b>
<b>TOTAL</b>					<b>\$ 1,250,000</b>



PROJECT: **Middletown South Fire District**

**ROM ESTIMATE**

Date: Tuesday, July 25, 2023

Estimate # E23-089

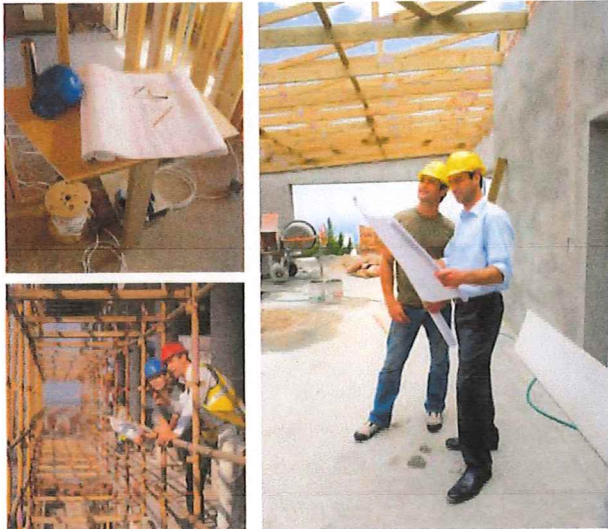
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FEE @ 4.0%					<b>\$ 48,077</b>
<b>TOTAL</b>					<b>\$ 1,250,000</b>

**Thank you for considering Acadia Insurance for your builders' risk insurance needs.**

The following document provides you with a quote for builders' risk coverage. Any questions about the information presented can be addressed by your independent insurance agent.



**Your Local Builders' Risk Specialists**

We have years of experience writing builders' risk for residential and commercial projects throughout the Northeast. We provide superior service and fast turnaround so you can stay focused on the project at hand.

- ✓ \$50 million project capacity
- ✓ All construction types
- ✓ New construction
- ✓ Renovations
- ✓ Rehabilitations
- ✓ Pro-rata cancellation of policies for projects completed ahead of schedule

**Local Claim and Loss Control Specialists**

We pride ourselves on delivering local service and expertise to our customers. We have local Claims and Loss Control representatives in each state who are ready to assist you to help you mitigate your exposure.

**Flexible Billing Options**

Pay Plan Types	Premium Threshold
<b>Full Pay</b>	<b>All</b>
<b>Two Pay</b>	<b>All</b>
<b>Four Pay</b>	<b>All</b>
<b>Nine Pay</b>	<b>\$10,000</b>
<b>Ten Pay</b>	<b>\$10,000</b>
<b>Electronic Funds Transfer 12 Pay</b>	<b>All</b>

Quote # 34279

**Date Sent:** Thursday, August 31, 2023

**To:** Bruce Eldridge, Hollis D Segur, Inc.

**From:** Acadia Specialty Marine

**Named Insured:** South Fire District

**Mailing Address:** 445 Randolph Rd, Middletown, CT 06454

Thank you for submitting the captioned account. Please review this quotation carefully as the terms and conditions may be different than requested.

This quote is valid for 90 days from the date sent or until the effective date shown below, whichever comes first.

**Policy Period:** 12 Months

**Effective Date:** 09/12/2023

**Expiration Date:** 09/12/2024

**Company:** Acadia Insurance Company (a W.R. Berkley Company)

**Coverage:** AAIS IM 7050 07 20 Builders' Risk Coverage

**Covered Perils:** Risks of direct physical loss or damage subject to the terms and conditions and exclusions in the policy forms as specified below.

**Construction Type:** See jobsite schedule

**Project Description:**

Address	Construction	Occupancy	Description
Jobsite 1 445 Randolph Rd, Middletown, CT 06457	Joisted Masonry	Other (Fire house)	Improvements only renovation that includes a 2410sqft addition to existing firehouse.



**DELAY IN COMPLETION FOR JOBSITE 1**

Address: **445 Randolph Rd, Middletown, CT 06457**

<b>Additional Construction Expenses</b>	\$50,000
<b>Additional Soft Costs</b>	
<b>30-Day Limit</b> - The most "we" pay for additional soft costs in any 30-day period is:	\$50,000
<b>Occurrence Limit</b> - The most "we" pay in any one occurrence for additional soft costs is:	\$50,000
<b>Rental Income</b>	
<b>30-Day Limit</b> - The most "we" pay for loss of rental income in any 30-day period is:	\$0
<b>Occurrence Limit</b> - The most "we" pay in any one occurrence for loss of rental income is:	\$0
<b>Income</b>	
<b>30-Day Limit</b> - The most "we" pay for loss of income in any 30-day period is:	\$0
<b>Occurrence Limit</b> - The most "we" pay in any one occurrence for loss of income is:	\$0
<b>Coverage Extensions</b>	
<b>Expenses to Reduce a Loss</b>	Coverage Provided
<b>Ordinance or Law</b>	Coverage Provided
<b>Interruption by Civil Authority</b>	2 weeks
<b>Limited Fungus Coverage</b>	10 days
<b>Supplemental Coverages</b>	
<b>General Administration Expenses</b>	\$50,000
<b>Waiting Period</b>	
<b>Number of Hours or Days</b>	6 Days or Greater
<b>Optional Coverages</b>	
<b>Sewer Backup Coverage</b>	\$25,000



Quote # 34279

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**EARTHQUAKE AND FLOOD**

<b>Earthquake Building Limit</b>	No Coverage
<b>Earthquake Occurrence Limit</b>	No Coverage
<b>Earthquake Catastrophe Limit</b>	No Coverage
<b>Flood Building Limit</b>	No Coverage
<b>Flood Occurrence Limit</b>	No Coverage
<b>Flood Catastrophe Limit</b>	No Coverage

**Sub-limits of Liability are part of and not in addition to the overall Catastrophe Limit.**

**DEDUCTIBLE(S)-per Occurrence**

<b>Jobsite Address</b>	<b>Deductible</b>
1 445 Randolph Rd, Middletown, CT 06457	\$1,000
For all Covered Causes of Loss except:	
A. Loss or damage in any one occurrence caused by, or resulting from, earth movement	No Coverage
B. Loss or damage in any one occurrence caused by, or resulting from, flood.	No Coverage

**COINSURANCE:** 90%

**VALUATION:** Replacement Value

**PERMISSION TO OCCUPY:** Permission to occupy is not granted.

**OPTIONAL COVERAGES AND ENDORSEMENTS**

- AAIS IM 7079 07 20 - Soft Cost, Extra Expense, and Rental Income Endorsement
- AAIS IM 7080 07 20 - Delay in Completion Schedule
- AAIS IM 7083 08 10 - Equipment Breakdown & Testing
- AAIS IM 7095 07 20 - Equipment Breakdown and Testing Schedule
- AAIS IM 7964 01 12 - Blueprints and Construction Documents

**RATES**

Jobsite 1 - 445 Randolph Rd, Middletown, CT 06457

<u>Coverage Type</u>	<u>Rate</u>		<u>Annual Premium</u>
Physical Damage	0.1800	Per \$100 Limit (Annual)	\$2,250
Delay in Completion			
Construction Expenses	0.1260	Per \$100 Limit (Annual)	\$0
Additional Soft Costs	0.1260	Per \$100 Limit (Annual)	\$0
Rental Income	0.0000	Per \$100 Limit (Annual)	\$0
Income	0.0000	Per \$100 Limit (Annual)	\$0

<u>Coverage Type</u>	<u>Rate</u>		<u>Annual Premium</u>
Equipment Breakdown & Testing	0.0075	Per \$100 Limit (Annual)	\$101
Flood		Per \$100 Limit (Annual)	No Coverage
Earthquake		Per \$100 Limit (Annual)	No Coverage
		<b>Policy Premium:</b>	<b>\$2,351</b>
		<b>TRIA Premium (Optional - 2.8% of Total Premium:)</b>	<b>\$66</b>
		<b>Total Policy Premium Including TRIA:</b>	<b>\$2,417</b>

**This insured is entitled to a Pro-Rata refund of unearned premium upon project completion.**



**Extensions:**

If construction is not complete by the expiration date listed above and an extension is requested and approved, we reserve the right to change terms, conditions and rates.

**Exclusions:** Refer to Coverage Form and Applicable Endorsements

**Subject To:** Receipt and review of the following prior to binding

None

Thank you for the opportunity!

Acadia Specialty Marine

Acadia Insurance is backed by the solid financial strength of W.R. Berkley Corporation, a Fortune 500 Company and A+ (Superior) rated carrier by A.M. Best, so you can feel confident in our long-term strength and stability. For more information about W.R. Berkley, visit [www.wrberkley.com](http://www.wrberkley.com).

Quote # 34279

Page 8 of 8

South Fire District  
Effective: 9/12/2023

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, (the "Act"), that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Coverage under your policy is affected as follows:

For property located in standard fire policy states, there are state statutory exceptions covering certain fire losses if you decline coverage for "acts of terrorism" defined under the Act. If an "act of terrorism" certified under the Act results in fire, we are required to pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to covered property and is subject to any limitations of any terrorism exclusion, or inapplicability or omission of a terrorism exclusion. This notice does not serve to create coverage for any loss which would otherwise be excluded under your policy.

The portion of your premium that is attributable to coverage for direct loss or damage that is caused by an "act of terrorism" certified under the Act and where fire ensues is \$66, and does not include any charges for the portion of losses covered by the United States Government under the Act. Note, this premium is applied to your policy regardless if you accept or decline coverage for "acts of terrorism" below.

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

You should also know that the Act, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

Acceptance or Rejection of Terrorism Insurance Coverage	
<input type="checkbox"/>	I hereby elect to purchase terrorism coverage, subject to the limitations of the "Act" for acts of terrorism as defined by the "Act" for a prospective premium of \$66 (including the fire following premiums above).
<input type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

\_\_\_\_\_  
(Policyholder/Applicant's Signature)

\_\_\_\_\_  
(Insurance Company)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Quotation/Policy Number)

\_\_\_\_\_  
(Date)

Closer Coverage delivered in the Northeast, with offices located in:

CONNECTICUT | MAINE | MASSACHUSETTS | NEW HAMPSHIRE | NEW YORK | VERMONT



a Berkley Company