

## **Agenda for the Selectboard meeting Wednesday, January 4, 2017 at 6:30 PM**

The Norwich Selectboard is holding a special meeting for the primary purpose of discussing the public safety building architectural contract and other matters.

(Times Are Approximate)

- 1) Approval of Agenda (Action Item) 2 minutes
- 2) Public Comments (Discussion Item) 5 minutes
- 3) Jay White contract (Discussion/Action Item) 30 minutes
- 4) Interim financing bond anticipation note (Discussion Item) 10 minutes
- 5) FEMA Alternative Projects update (Discussion/Action Item) 10 minutes
- 6) Correspondence – Stuart Richards (Discussion/Action Item) 5 minutes
- 7) Selectboard
  - a) Finance – Board to sign accounts payable/warrants (Discussion/Action Item) 10 minutes
  - b) Approval of the Minutes of the 12/14/2016 Selectboard Meeting (Action Item) 5 minutes
  - c) Review of Next Agendas (Discussion/Possible Action Item) 5 minutes

## **Next Meeting – January 11, 2016 at 6:30 PM**

***To receive email notices of Selectboard meetings and hearings, agendas, minutes and other notices, send an email to [manager-assistant@norwich.vt.us](mailto:manager-assistant@norwich.vt.us) requesting to be placed on the Town Email List.***

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OFFICE OF THE TOWN MANAGER

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TO: Norwich Selectboard  
FROM: Dave Ormiston, Interim Town Manager  
SUBJECT: FY2018 Budget  
DATE: 12/28/2016

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I have attached a draft of the contract with Jay White for the remaining services pertaining to the Public Safety Building. This is a draft that is not yet final but very close. The overall content should give you a very good idea as to where we are at and prepare you for the meeting on January 4th. There are some small changes that Jay White needs to correct and then we can finalize this. He has indicated that he does not have any issues with the remaining edits to this draft. However, I wanted to get this into your hands for today.

The following are the items I have outlined to him that need clarification before this can be final. Again, he has indicated that he will clarify these. We will have a "final" draft next week.

§ 1.1 – I think the outline of specifications and architectural basis of design and specific cost estimates from Engineering Services of Vermont, Upland Construction and Pathways Consulting, dated 8/19/2016, should be a part of the attachments along with the summary of cost estimates. Included should be the handout from 8/24/2016 of Net Zero vs. Min. Code Building Comparison.

Also, need in § 1.1 the language including the "outline of services and costs" as presented by Jay White to the Norwich Selectboard on Nov. 16th and amended on December 20th, 2016.

§ 5.5 – We've talked about this briefly but isn't 5.5 a basic service of the civil engineering provided by the Architect's Sub-Contractor, Pathway's Consulting?

§ 7.1 – 7.4 - should all say "See Attachment 2".

§ 7.5 – There should be no 7.5 at this point.

§ 8.1.2 - should say "See Attachment 2".

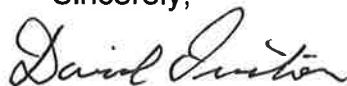
§ 11.4 – Is that 15.00 dollars or 15%.

Article 12 – Your clarification of “as required” does not tell me that you are responsible for construction oversight such as ensuring the proper concrete is poured or the water system is installed as designed. Is either yourself or Pathway’s Consulting going to monitor the installation of the water pipes and connections and is it going to be considered a basic service? I envisioned that this would be a part of your responsibility, meaning that you would need to be on site “as required” but not every day.

I will also be putting a hard copy of the contract in each of your boxes.

If you have any questions, please let me know.

Sincerely,



David Ormiston  
Interim Town Manager

/mhb

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

**Standard Form of Agreement Between Owner and Architect**

AGREEMENT made as of the Fourth day of January  
in the year 2017  
*(In words, indicate day, month and year.)*

BETWEEN the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

Town of Norwich, Vermont  
300 Main Street  
Post Office Box 376  
Norwich, Vermont 05055-0376

Contact person:  
Town Manager  
Phone: (802) 649-3040

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

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

JAY WHITE, ARCHITECT, PLC  
86 St. Paul Street, Suite 313  
Burlington, Vermont 05401

Jay A. White, AIA, Owner  
Phone: (802) 793-1850

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

Norwich Public Safety Building  
Fire House Lane, Norwich Vermont 05055

New Fire and Police Building is currently based on a design approved by the Selectboard consisting of 5913 sf of gross new space, which may be expanded as required to seat 41 people at tables in the training room plus 3866 sf of gross existing space to be renovated in the apparatus building.

The site will be developed to include 31 off-street parking spaces in the initial construction phase with the ability to expand the on-site parking to include a total of 44 off-street parking spaces as indicated on the drawings. Other information about the project is included Exhibit A of this contract.

The Owner and Architect agree as follows.

Init.

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### EXHIBIT A INITIAL INFORMATION

#### ARTICLE 1 INITIAL INFORMATION

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

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

Initial Information also includes attached Concept Drawings (dated 8/19/16), Summary of Estimated Probable Cost for Design Options Being Considered (August 16, 2016 edition). The original contract between Jay White Architect, PLC and the Town of Norwich, Vermont and its own attachments is included by reference.

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

- .1 Commencement of construction date: Upon issuance of a Notice to Proceed by the Owner to the General Contractor
- .2 Substantial Completion date: 180 days after Notice to Proceed is issued.

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

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.  
**Jay A. White, AIA will be the project representative.**

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

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

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

.1 General Liability

**Commercial General Liability Insurance, but not limited to bodily injury, personal/advertising injury, broad form property damage, products and completed operations liability, with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate annually.**

.2 Automobile Liability

**Commercial Auto Liability Insurance, covering all owned and hired and non-owned vehicles, with limits of at least \$500,000 combined single limit per occurrence.**

.3 Workers' Compensation

**Statutory Coverage**

.4 Professional Liability

**Professional Liability Insurance for \$1,000,000 per occurrence and \$2,000,000 in the aggregate annually.**

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

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

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

### § 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

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

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

### **§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

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

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

### **§ 3.4 Construction Documents Phase Services**

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

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

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

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

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

### **§ 3.5 Bidding or Negotiation Phase Services**

#### **§ 3.5.1 General**

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

#### **§ 3.5.2 Competitive Bidding**

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

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

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

- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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

### § 3.5.3 Negotiated Proposals

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

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

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

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

### § 3.6 Construction Phase Services

#### § 3.6.1 General

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

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

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

#### § 3.6.2 Evaluations of the Work

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

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

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

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

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

### § 3.6.3 Certificates for Payment to Contractor

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

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

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

### § 3.6.4 Submittals

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

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

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

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

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

**§ 3.6.5 Changes in the Work**

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

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

**§ 3.6.6 Project Completion**

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

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

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

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

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

**ARTICLE 4 ADDITIONAL SERVICES**

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

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

Additional Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Programming (B202™-2009)	Already completed	
§ 4.1.2 Multiple preliminary designs	Already completed	
§ 4.1.3 Measured drawings	Already completed	

<b>Additional Services</b>	<b>Responsibility</b> <i>(Architect, Owner or Not Provided)</i>	<b>Location of Service Description</b> <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.4 Existing facilities surveys	Already completed	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	Already completed	
§ 4.1.6 Building information modeling	By Architect within	Basic Services
§ 4.1.7 Civil engineering	By Architect within	Basic Services
§ 4.1.8 Landscape design	By Architect within	Basic Services
§ 4.1.9 Architectural Interior Design (B252™–2007)	By Architect within	Basic Services
§ 4.1.10 Value Analysis (B204™–2007)	Architect	
§ 4.1.11 Detailed cost estimating	Already completed	
§ 4.1.12 On-site project representation (B207™–2008)	By Architect within	Basic Services
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-designed Record Drawings	By Architect within	Basic Services
§ 4.1.15 As-constructed Record Drawings	By Architect within	Basic Services
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner’s consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Owner	
§ 4.1.21 Security Evaluation and Planning (B206™–2007)	Owner	
§ 4.1.22 Commissioning (B211™–2007)	Not Provided (HVAC Balancing will be by Contactor)	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™–2007)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)	By Architect within	Basic Services
§ 4.1.28 Other		
Civil Engineering, ANR, Permitting Services	Architect, but sub-contracted to Pathways Consulting.	

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

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

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

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

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

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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

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

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

This section is not applicable.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

**This work has already been completed.**

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

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

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

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

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

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

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

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## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

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

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

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

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

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

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

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

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. *See Attachment 2*

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. *See Attachment 2*

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. *See Attachment 2*

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4. *See Attachment 2*

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

7.5 *See Attachment 2. = WLA*

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

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

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7. *See Attachment 2*

### § 8.2 Mediation

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

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

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: (Specify)

### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration. See Attachment 2.

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

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

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

### § 8.3.4 Consolidation or Joinder

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

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

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

## **ARTICLE 9 TERMINATION OR SUSPENSION**

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

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

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

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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

**§ 9.6** In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

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

**§ 9.8** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

## **ARTICLE 10 MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

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

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

**Basic Compensation shall be a Lump Sum fee of Fifty Six Thousand, four hundred and fifty-four dollars (\$56,454), calculated in accordance with the letter from Jay White of December 20, 2015, which amends an earlier letter sent on November 16, 2015 (Attachment .4). The Owner accepts the proposed option offered in the letter to get a larger training room.**

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

**Architect's time for these additional services, if any, will be billed at \$95/hour.**

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

**Architect's time for these additional services, if any will be billed at \$95/hour, except for items 4.3.1.7 and 4.3.1.9, both of which are included in Basic Services lump sum fee.**

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus 15\* % percent ( 15\* %), or as otherwise stated below:

**\* Invoices from Pathways Consulting related to Agency of Natural Resources, detailed site analysis and other work required for permitting will not be marked up by the Architect.**

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase: MEP Schematic Design;	\$ 7,000	(Architectural Schematic Design is Complete)
Design Development Phase:	\$10,000	
Construction Documents Phase	\$13,000	
Bidding or Negotiation Phase	\$ 3,000	
Construction Phase	\$23,454	

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Total Basic Compensation: = \$56,454 One hundred percent (100%)

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

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

Hourly rates for the Architect and his consultants for additional services are as follows:

Architect: Jay White, Architect, PLC: \$95

Structural Engineering: J Ina Hladky Structural Engineers: \$103

Civil Engineering: Pathways Consulting, LLC, in accordance with attached rate sheet.

HVAC and Plumbing Engineering: Thomas Engineering Associates, in accordance with attached rate sheet.

Electrical Engineering: Kirick Engineering Associates, in accordance with attached rate sheet.

#### § 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus **Zero** percent ( **0** %) of the expenses incurred.

### § 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

### § 11.10 Payments to the Architect

#### § 11.10.1 An initial payment of

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

**No initial payment is required, nor has one been paid.**

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

Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid **Thirty** ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

**Interest on unpaid amounts will be equal to 1.5% per month of the outstanding balance.**

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

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

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

Pathways Consulting time is included in the Project Budget listed in Attachment #4, but is not in the lump sum fee listed in 11.1. The sprinkler system and its design by the sprinkler sub-contractor will be part of the construction cost and is therefore not included in Basic Services or listed as an additional service in this contract. Owner has the right to add the sprinkler system design as an additional service to this contract. "As Required" listed in 4.3 is understood to mean as required for the Architect to assure himself that the work is progressing generally according to agreed plans and specifications. Site visits will normally occur weekly or every other week, but if more site visits are required, they will still be included in Basic Services.

## ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

.3 Other documents:

RD Instruction 1942-A, Guide 27, Attachment 1

Owner's Amendments to Owner-Architect Agreement, AIA Document B101-2007, Attachment 2.

Summary of Estimated and Probable Cost for Design Options Being Considered, August 16, 2016. Attachment 3

Architect's Memo of December 20, 2016 regarding Proposed Fee going forward after crediting work already completed, but listed in the proposed 6% Fee structure. Attachment 4

Rate Schedules for Additional Services of Consultants (3 sheets)

Concept Drawings (7 drawings) dated, August 19, 2016

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

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

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

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

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

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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ATTACHMENT TO AIA DOCUMENT B101-2007, *Standard Form of Agreement Between Owner and Architect*

The provisions of this Attachment shall delete, modify and supplement the provisions contained in the "*Standard Form of Agreement Between Owner and Architect*," AIA Document B101-2007. The provisions contained in this Attachment will supersede any conflicting provisions of the AIA Document. The term "Agency," as used in this Attachment, shall mean the United States of America, acting through the United States Department of Agriculture.

ARTICLE 3, SCOPE OF ARCHITECT'S BASIC SERVICES

Add the words "and concurrence by the Agency" after "Owner's approval" in subparagraph 3.2.5, subparagraph 3.3.1 and subparagraph 3.4.1.

Delete subparagraphs 3.2.6 and 3.2.7

Add the following subparagraphs:

3.2.6. The Architect shall provide the Owner with the appropriate documentation showing the Schematic Design and the estimated Project cost to the Owner to seek the concurrence of the Agency. When the Owner has accepted and the Agency has concurred on the Schematic Design studies and estimated Project cost, the project Architect may be authorized to proceed with the Design Development Documents.

3.2.7. The Architect shall attend conferences with the Owner, representatives of the Agency and other interested parties as may be reasonably necessary.

3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

3.4.6 The Architect shall certify in writing, to the best of the Architect's knowledge, information and belief, that the Drawings and Specifications are in conformance with the applicable development standard, as defined in Agency regulations furnished by the Owner under subparagraph 5.1.

3.4.7 Prior to advertisement for bids, the Architect shall provide \_\_\_\_\_ sets of Construction Documents for use by the Owner, the Agency and the appropriate Federal, State and local agencies from whom approval of the Project must be obtained. The reproduction cost of such Construction Documents shall be included in the compensation paid to the Architect, notwithstanding subparagraph 11.8. The Owner shall obtain Agency concurrence with the Construction Documents, estimated Project costs, and authorization to proceed in writing prior to advertisement for bids.

### 3.5 BIDDING OR NEGOTIATING PHASE SERVICES

Add the following subparagraph to 3.5.2.2:

- .6 furnishing additional copies of the Construction Documents as requested by the prospective bidders, and other interested parties, and may charge them a reasonable cost for such copies.

### 3.6 CONSTRUCTION PHASE SERVICES

Add the following to subparagraph 3.6.1.1 after the words "Contract for Construction": "and the conditions of RD Instruction 1942-A, Guide 27, Attachment 4".

Delete the first sentence of subparagraph 3.6.1.2 and substitute the following:

3.6.1.2 The Architect shall be a representative of and shall advise and consult with the Owner during construction until final payment to the Contractor is paid, and at the Owner's direction during the period of correction of the Work described in the Contract for Construction. The Architect shall furnish architectural services and consultations necessary to correct minor construction defects encountered during such correction period. The Architect shall assist the Owner in performing a review of the Project during the 11th month after the date of substantial completion. Such services shall be furnished without additional charge except for travel and subsistence costs.

Delete the following words from subparagraph 3.6.1.3 after the word, "terminates": "on the date the Architect issues the final Certificate for Payment" and substitute the words "at the expiration of the period of correction of the Work described in the Contract for Construction."

Add the following subparagraph to paragraph 3.6.1:

3.6.1.4 Upon award of the construction contract, the Architect shall furnish to the Owner \_\_\_\_\_ sets of Construction Contract Documents for execution. The costs of these sets shall be included in the compensation to the Architect notwithstanding subparagraph 11.8.

3.6.1.5 The Architect shall participate in the Preconstruction Conference and shall advise and consult with the Owner and the Agency.

Add to subparagraph 3.6.2.1 following the first sentence, "Such visits to the site shall be documented in writing on inspection report forms acceptable to the Owner and the Agency. Copies shall be furnished to the Owner, Contractor and the Agency."

Add the following subparagraph to paragraph 3.6.2:

3.6.2.6 The Architect shall advise the Owner and the Agency of required tests, inspections and test results; shall furnish coordination of such tests and inspections; and shall advise the Owner and the Agency of the results of same. Copies of tests results shall be furnished upon request to the Owner, and the Agency.

Add the following subparagraph to paragraph 3.6.3:

3.6.3.4 The Architect shall obtain Agency concurrence on all Certificates of Payment before payment is made.

Modify subparagraph 3.6.5.1 as follows: Add the following to the end of the subparagraph: "Preparation of Change Orders which do not substantially affect the Project shall be included in the compensation computed in paragraph 11.1. The Owner, with the assistance of the Architect, shall obtain Agency concurrence in writing for all change orders prior to the performance of the Work."

Delete subparagraphs 3.6.6.1, and substitute the following:

3.6.6.1 The Architect shall conduct an inspection prior to the issuance of the Certificate of Substantial Completion and shall submit a written report of work to be completed to the Owner, the Agency and the Contractor prior to final acceptance. The Architect shall notify the Agency about inspection allowing reasonable time for the Agency's representative to attend. Such services shall be coordinated with the Agency. Prior to submitting the final Certificate for Payment, the Architect shall; 1) conduct an inspection to determine compliance with the requirements of the Contract Documents, and 2) receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor.

ARTICLE 4, ADDITIONAL SERVICES

Delete items .3 and .6 from paragraph 4.3.2.

Insert the word "Architect" under the heading "Responsibility" for line items 4.1.11, 4.1.12, and 4.1.15 in the chart.

Add the following subparagraphs to paragraph 4.2 below the chart:

4.2.1 The Architect shall provide a cost estimate based on Construction Contract Documents. The estimate shall show a breakdown of the project cost in accordance with Rural Development requirements and procedures.

4.2.2 The selection and compensation of the Project Representative, if required, shall be concurred in by the Agency.

4.2.3 \_\_\_\_\_ sets of Record Drawings shall be provided to the Owner. The costs of these sets shall be included in the compensation to the Architect not withstanding Subparagraph 11.8.

ARTICLE 5, OWNER'S RESPONSIBILITIES

Add the following subparagraph to Article 5:

5.13 Owner shall provide Agency design and construction document regulations and guides to the Architect, upon request. The Owner shall provide information on requirements and procedures of the Agency.

ARTICLE 6, COST OF THE WORK

Add the following paragraph to Article 6:

6.8 The Architect shall consult with the Agency Architect or Engineer about the Agency's requirements and procedures.

ARTICLE 8, CLAIMS AND DISPUTES

Delete the words "unless the parties mutually agree otherwise" and substitute the words "if the parties mutually agree" in the first sentence of subparagraph 8.3.1.

ARTICLE 9, TERMINATION OR SUSPENSION

Delete the second sentence in subparagraph 9.2 and substitute the following:

When the Project is resumed, the Architect's compensation may be equitably adjusted, as mutually agreed, to provide for expenses incurred in the interruption and resumption of the Architect's services.

Insert the words "as mutually agreed" after "Termination Expenses" in subparagraph 9.7.

ARTICLE 10, MISCELLANEOUS PROVISIONS

Add the following subparagraphs:

10.9 This Agreement and any amendments to this Agreement shall not be in full force and effect until concurred with in writing by the Agency State Director or the State Director's delegate. Such concurrence shall be evidenced by the signature of such a representative of the Agency in the space provided at the end of this Agreement.

10.10 If applicable, the Architect shall comply with section 319 of Public Law 101-121, as supplemented by the Department of Agriculture regulations (7 CFR part 3018). This statute pertains to restrictions on lobbying and applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, the Architect must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Contract. The certification and disclosure forms shall be provided by the Owner.

10.11: The Architect agrees to abide by the requirements under Executive Order 12549, which pertains to the debarment or suspension of a person from participating in a Federal program or activity. If the total compensation described in Article 1.5 exceeds \$25,000, the Architect shall complete the relevant certification form provided by the Owner.

#### ARTICLE 11, COMPENSATION

Add the words "or representatives of the United States of America" after the words "Owner" in subparagraph 11.10.4.

Add the following subparagraph to paragraph 11.10:

11.10.5 The Architect shall provide a detailed cost estimate for Reimbursable Expenses as defined in subparagraph 11.8., which shall be attached and made a part of this Agreement. The cost estimate must be approved in writing by the Owner and shall be concurred with in writing by the Agency before the services are rendered. The billings for reimbursable services shall not exceed the budgeted amount without prior approval of the Owner with the concurrence of the Agency. The Agency may not concur in requests for payments which exceed the budgeted amount unless it is established that funds are available for such expenditures.

#### ARTICLE 12, SPECIAL TERMS AND CONDITIONS

Add the following subparagraph 12.1:

12.1 This Agreement is modified and supplemented by RD Instruction 1942-A, Guide 27, Attachment 1.

#### ARTICLE 13, SCOPE OF THE AGREEMENT

Delete the word "both" from the end of the second sentence in subparagraph 13.1 and conclude the sentence with "Owner, Architect and Agency".

#### SIGNATURE BLOCK:

Delete the signature block on page 18 of this Agreement and substitute the following:

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

OWNER:

ATTEST: \_\_\_\_\_ By \_\_\_\_\_  
Type Name \_\_\_\_\_ Type Name \_\_\_\_\_  
Title \_\_\_\_\_ Title \_\_\_\_\_  
Date \_\_\_\_\_ Date \_\_\_\_\_

ARCHITECT:

ATTEST: \_\_\_\_\_ By \_\_\_\_\_  
Type Name \_\_\_\_\_ Type Name \_\_\_\_\_  
Title \_\_\_\_\_ Title \_\_\_\_\_  
Date \_\_\_\_\_ Date \_\_\_\_\_

The United States of America, as potential lender or insurer of funds to defray the costs of this agreement and without liability for any payments thereunder, hereby concurs in the form, content and the execution of this agreement.

U.S. Department of Agriculture  
Rural Development  
Rural Housing Service

By \_\_\_\_\_  
Type Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

oOo

**ADDENDUM: OWNER'S AMENDMENTS TO OWNER-ARCHITECT AGREEMENT,**  
**AIA DOCUMENT B101-2007**

The following Amendments are hereby made a part of and incorporated into that agreement between the Town of Norwich and Jay White, Architect, PLC to amend the AIA Document B101-2007 entitled "Standard Form of Agreement Between Owner and Architect" and its exhibits (collectively, "Contract"), all for the "Norwich Police/Fire Building Project". The parties agree to the following terms and conditions and expressly agree that if any of the following terms and conditions are in conflict with any of the terms and conditions of the Contract, then notwithstanding any term in the Contract, the following terms and conditions govern and control the rights and obligations of the parties. Any amendments to the Contract or to this Addendum, or any other amendments, must be in writing and executed by both parties. Attachment 1, RD Instruction 1942-A, Guide 27 does supersede any conflicting provisions of the AIA Document and this Attachment which is Attachment 2, Owner's Amendment.

**AIA B101-2007**

**Section**

**Reference** The following sections and paragraphs are amended as follows:

Article 7 Copyrights and Licenses  
§7.1 should be rewritten as follows:

§ 7.1 The Architect and the Owner shall be the copyright owners of the Instruments of Service. The Architect and the Architect's consultants shall be deemed the authors of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory, and other reserved rights, but copyrights shall be owned by the Owner as well, with full rights to use of such Instruments of Service.

The rest of Article 7 should be deleted.

§ 8.1.3. This section should be rewritten as follows:

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

“Consequential damages”, for purposes of this Agreement, means that neither the Architect nor Owner will be liable for breach of contract damages that the breaching party could not reasonably have foreseen on entry into this agreement.

§ 8.3.1 This section should be rewritten as follows:

As the parties have selected arbitration as the method for binding dispute resolution in this agreement, any claim, dispute, or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation, shall be subject to arbitration. The arbitration shall be governed by the Vermont Arbitration Act, 12 V.S.A. Chapter 192 and the AAA’s Construction Arbitration Rules in effect on the date of this Agreement. If the dispute involves other parties, including subcontractors, all claims arising from the Project shall be joined and consolidated with the arbitration of claims and disputes between Owner and Architect. All agreements and contracts between Architect and subcontractors shall include the provisions of this Agreement relating to mediation and arbitration.

Just ahead of signature page The following should be added just ahead of the signatures:

“ACKNOWLEDGMENT OF ARBITRATION”

I understand that (this agreement/my agreement) with Jay White, Architect, PLC contains an agreement to arbitrate. After signing (this/that) document, I understand I will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, I agree to submit any such dispute to an impartial arbitrator.”  
(Added 1985, No. 95, § 2.)

**OWNER/TOWN**  
Town of Norwich  
Norwich, Vermont

**ARCHITECT**  
Jay White, Architect, PLC  
Burlington, Vermont

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David Ormiston  
Interim Town Manager

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Jay White  
Architect

SUMMARY OF ESTIMATED PROBABLE COST FOR DESIGN OPTIONS BEING CONSIDERED				
TOWN OF NORWICH FIRE AND POLICE FACILITY				
FIREHOUSE LANE, NORWICH, VERMONT				
August 16, 2016				
Item Description				COST PER ITEM
<b>BASE BUILDING (2015 VERMONT COMMERCIAL BUILDING ENERGY STANDARDS) DESIGN OPTION</b>				
SITE WORK (Same for Base Design or Net Zero Option)	From Pathways Spread Sheet without contingency	or reservoir	343,773	
		add 15% contingency		51,566
BASE DESIGN BUILDING COST	From Upland Spread Sheet without contingency		776,470	
		add 15% contingency		116,471
			\$1,120,243	
<b>BASIC DESIGN OPTION, BUILDING AND SITE WORK ONLY</b>				<b>1,288,279</b>
A/E fees		6% of construction costs (w/o contingency)		67,215
Permit fees (omit \$5000 if parking has standard pavement and 30 parking spaces)		From Pathways Spread Sheet		20,000
<b>Total BASE BUILDING DESIGN OPTION including Building Site, AE cost, and 41 parking spaces</b>				<b>1,375,494</b>
<b>NET ZERO DESIGN OPTION will add these additional items</b>				
<b>Item # from Upland Cost Estimate</b>				
7-20-10	Slab insulation from R10 to R20			13,120
7-20-20	Rigid installation			960
7-21-10	Roof upgrade from R49 to R60, and walls from R23 to R40			25,000
7-25-20	Added Category: Air Sealing and Testing			3,500
7-46-63	Wrap apparatus building with foam panels			16,800
7-46-65	Add more apparatus roof insulation	Not recommended as the roof is fairly new and recently insulated to current 2015 code.		16,899
8-30-15	Replace Apparatus Garage Doors with new insulated doors with vision panels in two of the panels			7,500
8-54-21	Marvin Window Upgrade	Not recommended due to cost, heavier window lift and more likely seal failure with triple glazing.		39,951
23-72-10	12 Zone Heat Pump			13,000
23-72-20	Structural Modifications to trusses			1,200
23-72-30	Thermal Envelope at HRU's enclosure			3,000
26-00-00	Added Electrical for Low ambient air source heat pump			3,000
26-00-95	Generator Upgrade	Not recommended, due to cost. Keep some oil heat in building for emergency and cold temp use.		40,000
<b>Total RECOMMENDED NET ZERO OPTION UPGRADES</b>				<b>87,080</b>
			add 15% contingency requested by Selectboard	13,062
A/E fees associated with additional Net Zero Upgrade costs		6% of recommended net zero option upgrades		5,225
<b>Total NET ZERO DESIGN OPTION including Building, Recommended Net Zero Options, Site, and AE cost</b>				<b>1,480,861</b>
<b>OPTIONS LIST THAT THE SELECTBOARD ASKED US TO CONSIDER IN THE RFP</b>				
<b>RFP</b>				<b>Cost to add:</b>
2.5.1	Allowance for new furniture	From Exterus Business Furniture	Recommended	37,497
2.5.2	Concrete walks to entrance door instead of asphalt	648 sf at \$3.00 more per sf than asphalt	Not recommended	2,000
2.5.3	Granite curbs	No curbs are recommended in order to get more even site drainage	Not recommended	0
2.5.4	Traffic Control System at Main Street	LED yellow flashers on signs instead of traffic light, From TAPCO	Recommended	9,500
2.5.6	Fire apparatus tank fill in Fire Station			5,000
2.5.6	LED lighting in place of high energy efficient fluorescent lighting	We are using LED in both design options due to their much lower cost in recent years and in order to meet 2015 code requirements on watts/sf we are allowed.	Recommended, as no additional cost	0
2.5.7	Insulating walls of Fire Apparatus Building	Listed in NET ZERO option above, so not carried here again.		see net zero adds
2.5.8	Replace Fire Apparatus windows with new windows	Request from Fire Chief is to cover windows and add glass in new garage doors		see net zero adds
2.5.9	Replace Fire Apparatus doors with new doors	Listed in NET ZERO option above, so not carried here again.		see net zero adds
2.5.10	Key care entrance control	Both design options use keypad deadbolts instead of keys of key cards	Not recommended	0
2.5.11	Exterior Security Cameras	Work is similar so estimate is same as for Royalton Municipal Building	Recommended	9,500
2.5.12	Interior Security Camera in interview and Lobby	Work is similar so estimate is same as for Royalton Municipal Building	Recommended	4,000
ded by A	Telephone connections in building	Work is similar so estimate is same as for Royalton Municipal Building	Recommended	8,000
ded by A	Wireless communications and computer connections in building	Work is similar so estimate is same as for Royalton Municipal Building	Recommended	9,000
<b>TOTAL OF RECOMMENDED OPTIONS</b>				<b>84,497</b>
add 15% contingency requested by Selectboard				12,675
<b>PROJECT COST WITH RECOMMENDED NET ZERO UPGRADES and OPTIONS</b>				<b>1,578,032</b>
<b>SITE COST REDUCTION IF WE REDUCE PARKING PROGRAM FROM 41 SPACES TO 31 SPACES</b>				
	Be able to use normal paving instead of pervious paving			
	From Pathways email to Jay of August 17, 2016	\$114,562 for pervious paving minus \$87,210 for normal paving equal savings of		-27,595
	Cost/sf calculated from Pathways unit prices	Reduce amount of paving by 825 sy at savings of \$80/sy equals additional saving of		-66,000
	Savings from Pathways as to ANR Permitting cost	Remove need for Agency of Natural Resource Permitting		-5,000
<b>TOTAL SAVED BY REDUCING PARKING BY 11 SPACES</b>				<b>-98,595</b>
	Reduce A/E fee due to lower construction cost			-5,916
<b>PROJECT COST WITH RECOMMENDED NET ZERO UPGRADES AND OPTIONS, 41 PARKING SPACES</b>				<b>1,578,032</b>
<b>ARCHITECT'S RECOMMENDED PROJECT COST WITH RECOMMENDED NET ZERO UPGRADES AND OPTIONS, BUT WITH 30 PARKING SPACES</b>				<b>1,473,522</b>
Add \$20,000 for temporary police rent				20,000
<b>Project cost as approved by Selectboard</b>				<b>1,493,522</b>

JAY WHITE, ARCHITECT, PLC

86 St. Paul Street, Suite 313, Burlington, Vermont 05401  
Phone: (802) 793-1850 Email: jaywhitevt@gmail.com

Attachment #4, AIA Document B101-2007, Agreement Between Owner and Architect

Dave Ormiston, Interim Town Manager  
Town of Norwich  
300 Main Street  
P. O. Box 376  
Norwich, Vermont 05055-0376

December 20, 2016  
(Revised from November 18, 2016 Memo)

Dave, and Members of the Norwich Selectboard:

Thank you for the opportunity to propose an Architectural and Engineering Fee Structure for work through construction, including Design Development, Working Drawings, Detailed Specifications, Bidding, Furniture Selection, and Construction Period Services.

Total Lump sum fee of estimated construction cost as designed and carried in cost \$71,594  
analysis is based on 6% of estimated construction cost, and is not applied to contingency estimates:

Lump Sum A/E Contract for work just completed: \$33,940 plus expenses estimated for this phase at \$1500

Fees related to Net Zero Analysis as listed in Jay White's proposal of October 6, 2015 and therefore not credited to fees going forward:

Time on detailed cost estimates by Jay White and Patrick Redden for both Base Energy Design and Net Zero Design	-\$3,000
Time on Net Zero Analysis, Building Modeling, by Jay White and Engineering Services of Vermont	-\$7,000
Schematic Design for MEP not yet completed*	-\$7,000

<b>Amount of fees from past work to be credited to lump sum fee</b>	<b>PROPOSED CREDIT ON FEES FOR PAST WORK:</b>	<b>-\$16,940</b>
[\$33,940 minus \$2,280, minus \$4,560]		

**Proposed Fee going forward through construction without expansion of training room \$54,654**

If we add 8' to length of Training Room, Estimated Construction cost is increased by \$30,000 according to Patrick Redden, estimating consultant

6% of \$30,000 construction cost increase is \$1,800

**Proposed Fee going forward through construction with expansion of training room \$56,454**

Permitting costs by Pathways Consulting is unknown and is recommended that this work be completed at an hourly rate. Permitting Cost is not part of A/E fees and is carried in the approved budget at \$15,000 including application fees.

Reimbursable expenses (mostly mileage and out of office printing) is estimated to be about \$2500.

THANK YOU for your consideration of this proposal.

Jay White, Architect PLC  
86 St. Paul Street, Suite 313  
Burlington, Vermont 05401

\* Credit is given for Schematic Architectural Design Services that have already been completed so the Town of Norwich is not charged twice for this work.

**PATHWAYS CONSULTING, LLC**  
**Rate Schedule**

Expert Witness .....	\$150-200/hour
Project Manager/Principal .....	\$75-130/hour
Senior Engineer.....	\$75-100/hour
Engineer .....	\$50-80/hour
Resident Engineer .....	\$50-75/hour
Professional Land Surveyor.....	\$75-90/hour
Chief of Survey .....	\$75-90/hour
Surveyor.....	\$75/hour
Soil Scientist .....	\$60/hour
Wetlands Scientist.....	\$75/hour
Senior Designer.....	\$60-80/hour
CAD Operator .....	\$45-60/hour
Technician.....	\$35-55/hour
Administrative .....	\$35-60/hour
Survey: 2-person crew .....	\$100/hour
Survey: 3-person crew .....	\$125/hour
Survey: 1-person GPS.....	\$100/hour
Survey: 2-person GPS.....	\$125/hour
Survey: 1-person robotics .....	\$100/hour
Survey: 2-person robotics .....	\$125/hour
Computed Draft Plot .....	\$10.00 ea.
Computed Final Plot (Mylar).....	\$40.00 ea.
Prints (Standard Size) .....	\$2.00 ea.
Prints (Oversize) .....	\$3.00 ea.
Reproducible Mylars (Standard Size).....	\$10.00 ea.
Reproducible Mylars (Oversize).....	\$5.00/ft.
Mileage .....	IRS rate
Subcontractors .....	Cost Plus 10%

***FEE SCHEDULE***

As of June 20, 2016

TEA 2016 Hourly Rates

Professional Services

Principal	=	\$150.00
Engineer Designer	=	\$ 85.00
Technical/Engineering Designer	=	\$ 65.00
CAD services	=	\$ 65.00
Administrative	=	\$ 50.00

Reimbursable Expenses

Travel mileage	IRS Standard Rate
Reproduction	
8 ½ x 11 copies	\$0.10
CAD copies (in house)	\$0.30/SF
Outside reproduction/documents	Cost

The above rates are subject to 20% premium additional charges for work conducted on weekend or "overtime" hours. TEA shall notify client in advance of situations which are anticipated to require the application of premium hourly rates.

Charges are based upon each quarter hour or portion thereof. Travel, courier service, blueprint production, and other out-of-pocket expenses are billed at cost. Telephone calls, faxes, and photocopying are not charged.



Kirick Engineering Associates

RATE

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## SCHEDULE

Electrical / Data-Telecom Consulting

As of May, 2016

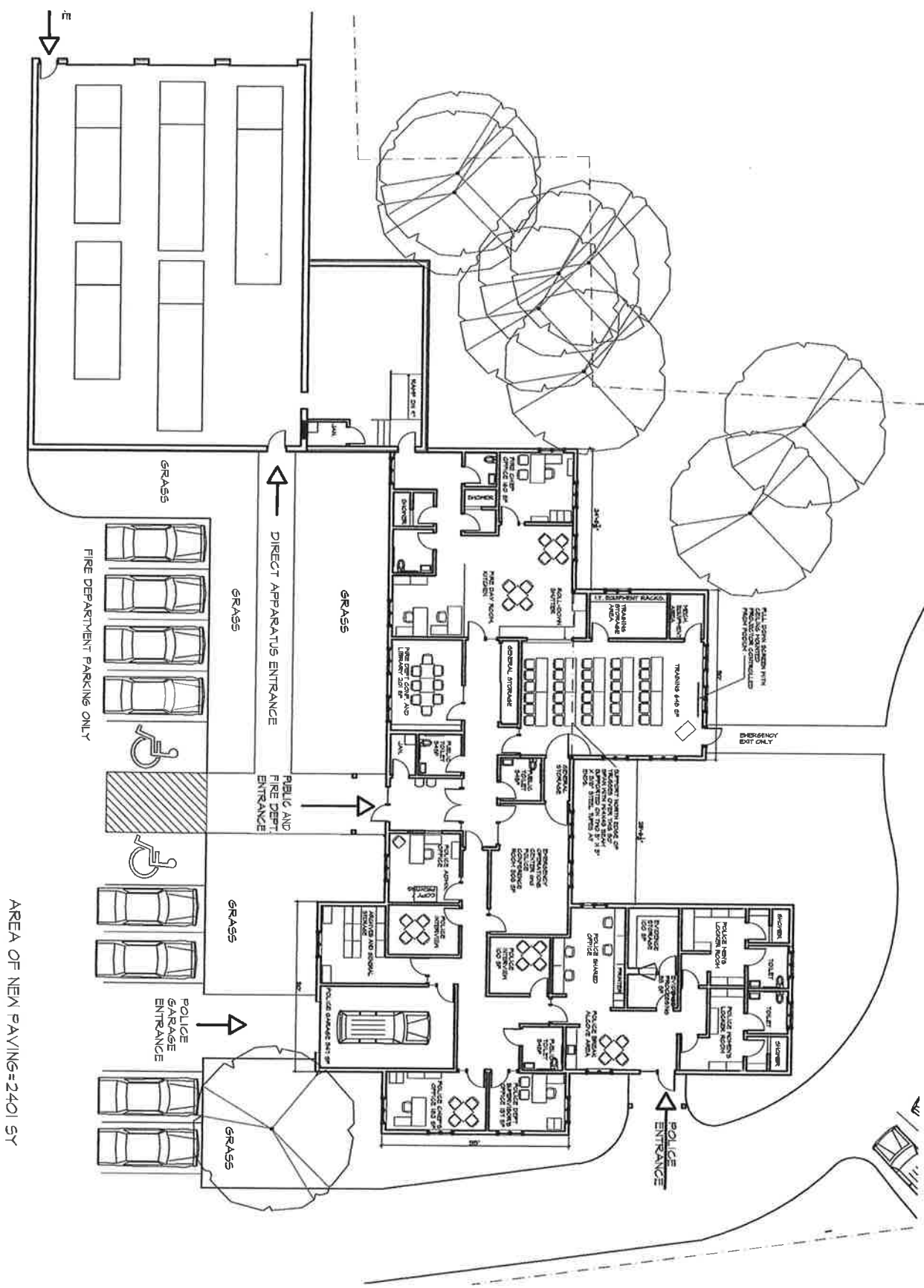
**KEA 2016 Hourly Rates<sup>1</sup>**

Principals	=	\$ 130.00
Project Managers	=	\$ 110.00
PE Engineer	=	\$ 100.00
RCDD Telecom Engineer	=	\$ 95.00
Network Analyst	=	\$ 95.00
Electrical Staff Engineer	=	\$ 90.00
Telecom Staff Engineer	=	\$ 85.00
Technical/Engineering Designer	=	\$ 75.00
CAD Services	=	\$ 65.00
Administrative	=	\$ 45.00

The above rates are subject to 20% premium additional charges for work conducted on weekend or "overtime" hours. KEA shall notify client in advance of situations which are anticipated to require the application of premium hourly rates. The above rates are subject to 75% premium additional charges for work conducted as "expert witness" in regards to instances of legal representation.

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<sup>1</sup> Charges are based upon each quarter-hour or portion thereof. Travel, courier service, blueprint production and document reproduction for outside use, and other out-of-pocket expenses regarding specific project completion are billed at cost. Telephone calls, facsimiles, and in-house photocopying and check-set printing costs are included with hourly service rates above. Mileage rate for travel relating to projects shall be an expense charge of \$0.55 per mile.

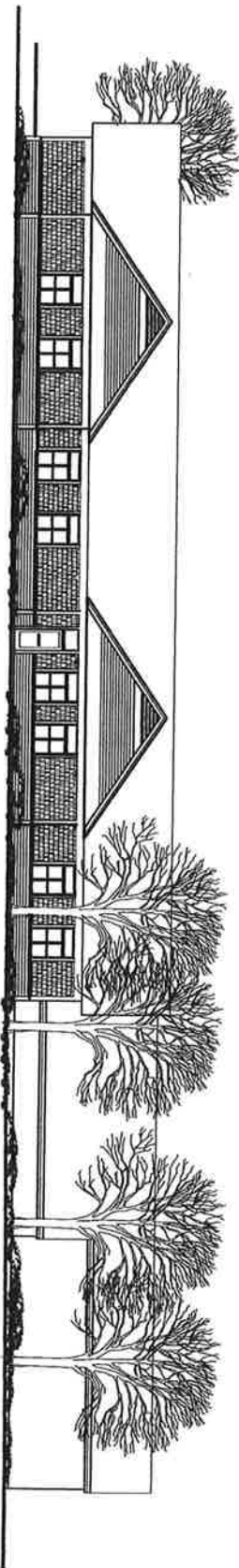


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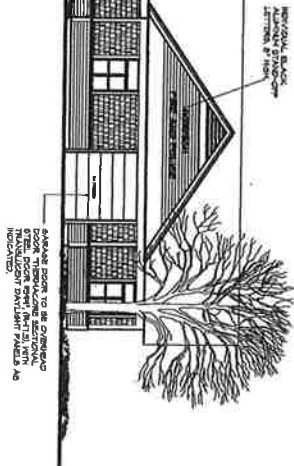
<p>SHEET No. <b>A101</b></p>	<p>ISSUE DATE: <b>0416</b> REVISIONS:</p>	<p>TITLE: <b>FLOOR PLAN</b></p> <p>SCALE: <b>1/16" = 1' 0" (IF PRINTED 11X17)</b></p>	<p>PROJECT: <b>NORMICH FIRE AND POLICE FACILITIES NORMICH, VERMONT</b></p> <p>JOB No. <b>14-08</b></p>	<p><b>JAY WHITE, ARCHITECT, PLC</b></p> <p>100 State Street, Suite 230, Montpelier, Vermont 05602 Email: jaywhitevt@gmail.com Phone: (802) 793-1850</p>
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NORTH ELEVATION



SOUTH ELEVATION



SHEET No.  
A201

ISSUE DATE:  
8 14 16  
REVISIONS:

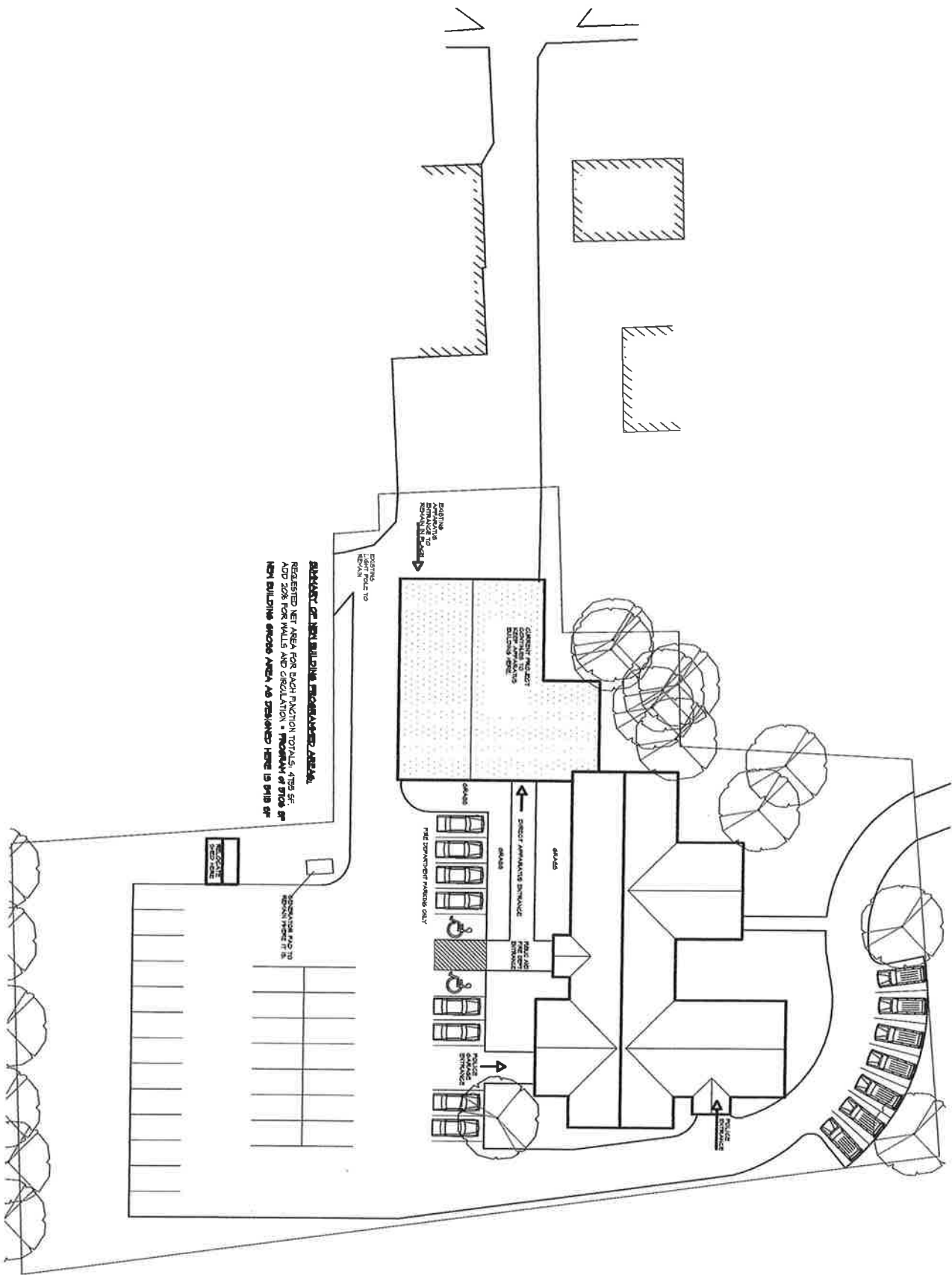
TITLE:  
**SOUTH ELEVATION  
NORTH ELEVATION**  
SCALE:  
1/16" = 1' 0" (IF PRINTED 11X17)

PROJECT:  
**NORMICH FIRE AND POLICE FACILITIES  
NORMICH, VERMONT**  
JOB No. 16-08

**JAY WHITE, ARCHITECT, PLC**  
100 State Street, Suite 230, Montpelier, Vermont 05602  
Email: jaywhite@jwarchitect.com Phone: (802) 793-1850







**PERI-METER OF NEW BUILDING ENCLOSED AREA.**  
 REQUESTED NET AREA FOR EACH PARCEL TOTALS 4795 SF.  
 ADD 228 FOR WALLS AND CIRCULATION + PROVISION OF 8700 SF  
 NEW BUILDING CROSS AREA AS DESIGNED HERE IS 5415 SF

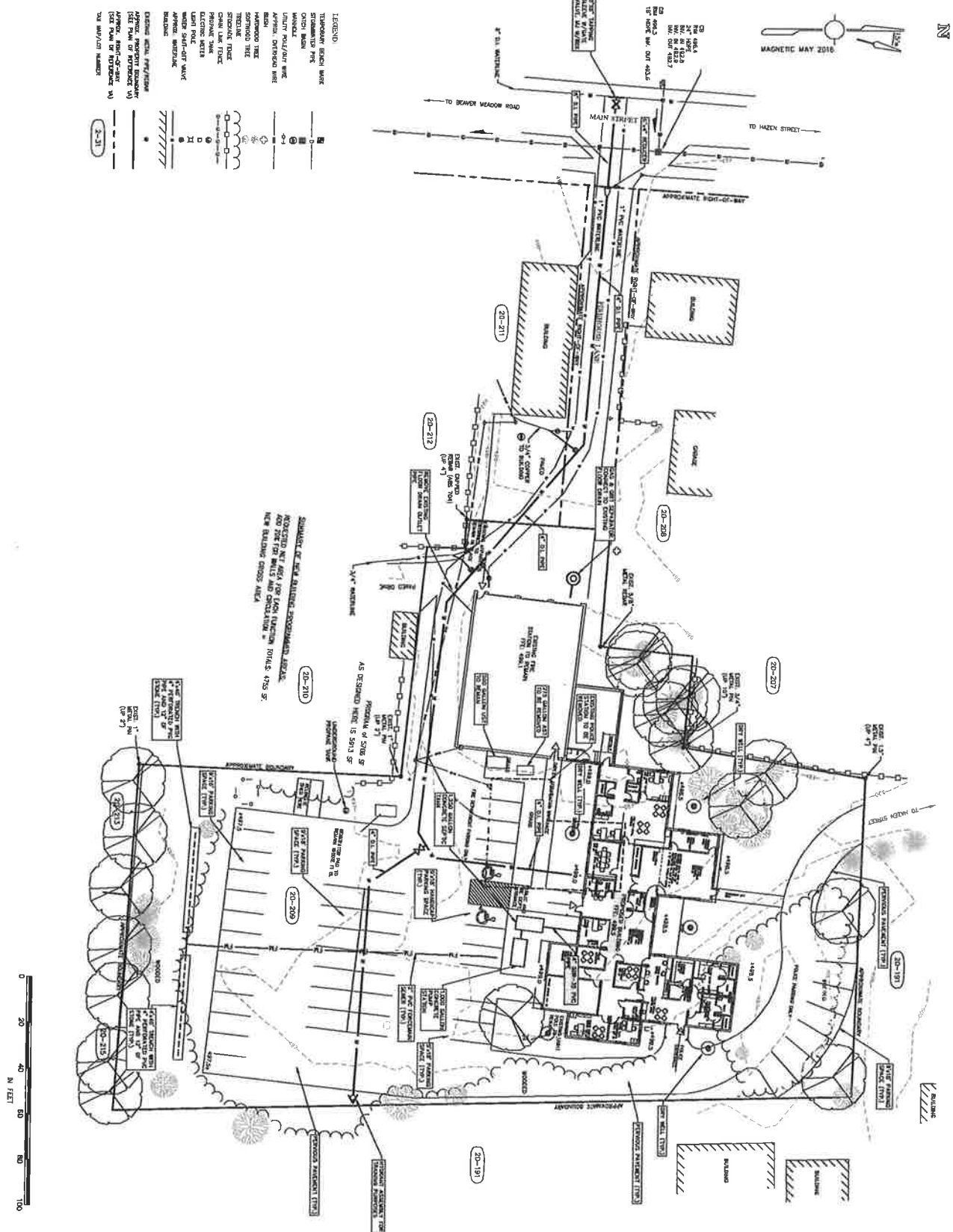
SHEET No.  
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ISSUE DATE:  
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 REVISIONS:

TITLE:  
**PROGRAMMED SITE PLAN**  
 SCALE: 1/32" = 1' 0" (IF PRINTED 11X17)

PROJECT:  
**NORWICH FIRE AND POLICE FACILITIES  
 NORWICH, VERMONT**  
 JOB No. 14-03

JAY WHITE, ARCHITECT, PLLC  
 100 State Street, Suite 230, Montpelier, Vermont 05602  
 Email: jaywhitevt@gmail.com Phone: (802) 793-1650



SHEET No.  
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ISSUE DATE:  
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REVISIONS:

TITLE:  
SITE PLAN  
SCALE:  
AS SHOWN

PROJECT:  
NORWICH FIRE AND POLICE FACILITIES  
NORWICH, VERMONT  
JOB No. 15-03

JAY WHITE, ARCHITECT, PLC  
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FEMA

December 20, 2016

Mary Andes  
Special Project Analyst to the Director of DEMHS  
Division of Emergency Management and Homeland Security  
Vermont Department of Public Safety  
103 South Main Street  
Waterbury, VT 05671-2101

*Re: FEMA-4022-DR-VT – Town of Norwich – Public Assistance (“PA”) ID 027-52900-00–  
Project Worksheet (“PW”) #2334 – SSNOG01 - Town Park Dam – Revised Alternate  
Project and Time Extension Requests*

Dear Ms. Andes:

This letter responds to the Vermont Division of Emergency Management and Homeland Security’s (“DEMHS” or “Recipient”) letter of July 18, 2016, which requested an alternate project for PW #2334 under major disaster declaration FEMA-4022-DR-VT. The Federal Emergency Management Agency (“FEMA”) previously awarded this project to provide financial assistance for the Town of Norwich (“Applicant” or “Town”) to restore the damage to the Town Park Dam (“Dam”) and its swimming/impoundment area. The Applicant determined that the public welfare would not be best served by restoring a damaged facility and instead requested to use the grant funding for three alternate projects. The Applicant also requested that FEMA extend the period of performance for this project until November 1, 2017. As detailed in this letter, I am approving the three alternate projects and the request for an extension of the period of performance. I am setting a new project completion date of November 1, 2017.

## **I. BACKGROUND**

The President declared a major disaster – identified as FEMA-4022-DR-VT – for the State of Vermont on September 1, 2011, as a result of Tropical Storm Irene. Floodwaters overtopped and severely damaged Town Park Dam in the Town of Norwich. Specifically, flood waters eroded the earth fill portion of the dam and undermined the concrete sections. The Applicant sought financial assistance from FEMA under the Public Assistance grant program for FEMA-4022-DR-VT to restore the Town Park Dam.

FEMA prepared PW #2334 to set forth the disaster damage to the Dam, the scope of work to restore the Dam, and an estimated cost of that work. PW #2334 was awarded on August 2, 2012, with an estimated cost of \$567,284.38 for the restoration of the Dam, which comprised of

\$566,619.00 to repair the disaster damage and \$665.28 for direct administrative costs. Note that no funding was awarded for hazard mitigation measures.<sup>1</sup>

The Recipient noted before repairs on the Dam could begin there were several specific permit requirements: (1) Vermont Agency of Natural Resources (“ANR”) permit; (2) Vermont Department of Environmental Conservation (“DEC”) dam permit; (3) Vermont Wetland Conditional Use Determination; (4) Vermont Act 250 permit; (5) US Army Corps of Engineers (“USACE”) Section 401 Water Quality Certification; and (6) Vermont Fish and Wildlife Fish Movement Authorization.<sup>2</sup> The restoration of the Dam required more permits than most standard PWs due to the function of the damaged element. The Applicant had originally planned on replacing the Dam, and the Recipient had approved all requests for an extension of the period of performance. On July 10, 2014, FEMA authorized a further extension to the period of performance to November 1, 2016, due to continued permit negotiations with ANR.<sup>3</sup>

In December 2015, the Town of Norwich received a final determination from ANR that they would not permit restoration of the Dam. Since the original project’s scope of work would not be permitted, the Town of Norwich decided that it would not be in the public’s best interest to repair the Town Park Dam to its predisaster condition. The Applicant’s initial alternate project request included three alternate projects, one of which was a proposal for the installation of a culvert on Route 132.<sup>4</sup> On May 16, 2016, FEMA requested further information as to whether Route 132 was a Federal Aid Highway since that would make it ineligible for Public Assistance.<sup>5</sup> In a letter dated June 16, 2016, the Applicant confirmed that Route 132 is a Federal Aid Highway and is therefore ineligible for an alternate project.<sup>6</sup>

The Applicant submitted a revised alternate project request to the Recipient on June 16, 2016, for three alternate projects; (1) restoration of the Norwich Pool Dam Area; (2) an addition to the Town Public Works building; and (3) purchase of a loader for the Department of Public Works (“DPW”).<sup>7</sup> In addition to the revised alternate project request, the Applicant also submitted a

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<sup>1</sup> PW# 2334, EMMIE.

<sup>2</sup> Letter from Mary Andes, Special Project Analyst to the Director of Vermont DEMHS to Paul Ford, Acting Regional Administrator, FEMA Region I re: *Alternate Project Request PA-01-VT-4022-PW-02334(0)/SSNOG01 - Town Park Dam*, (February 12, 2016) [hereinafter *Initial Alternate Project Request Letter*].

<sup>3</sup> Letter from G. Fred Vanderschmidt, Recovery Division Deputy Director, FEMA Region 1, to Kim Canarecci, Public Assistance Officer, Vermont DEMHS, Re: *Time Extension Request – FEMA-4022-DR-VT –Town of Norwich – Public Assistance (PA) ID 027-52900-00 –Project Worksheet (PW) 2334 – SSNOG01 - Town Park Dam* (July 10, 2014).

<sup>4</sup> See *Initial Alternate Project Request Letter*.

<sup>5</sup> Email from G. Fred Vanderschmidt to Mary Andes re: *4022-DR-VT Norwich PW 2334 Request for An Alternate Project Request --- Route 132 Culvert---Request for information*, (May 16, 2016).

<sup>6</sup> Letter from David Ormiston, Interim Town Manager, Town of Norwich to Mary Andes re: *4022-DR-VT Norwich PW 2334 Request for An Alternate Project Request - Route 132 Culvert - Request for information*, (June 16, 2016).

<sup>7</sup> Letter from David Ormiston, Interim Town Manager, Town of Norwich, to Mary Andes re: *Request for approval of alternate projects: original PW #2334*, (Jun. 16, 2016) [hereinafter *Applicant’s Revised Alternate Project Request*].

request for an extension of the period of performance to extend the deadline from November 1, 2016, to November 1, 2017.<sup>8</sup> The Recipient reviewed the Applicant's revised request for PW #2334 and submitted it to FEMA with its recommendation to amend PW #2334 to the aforementioned alternate projects on July 18, 2016.<sup>9</sup>

Upon initial review FEMA informed that Recipient that there were further environmental concerns with Alternate Project 1: Restoration of the Norwich Pool Dam Area regarding the armoring of the stream bank and the potential floodplain effects.<sup>10</sup> On October 7, 2016, the Recipient responded<sup>11</sup> and submitted a letter of additional clarification from the Town of Norwich<sup>12</sup> and the Vermont ANR regarding the proposed work for the Norwich Pool Dam Area and an updated permit from the Vermont ANR. The Recipient explained that the Applicant mischaracterized the work for the Norwich Pool Dam Area as "restoration" rather than a "removal" of the original damaged facility and removed from the scope of work all armoring or additional stabilization of river bank.<sup>13</sup>

FEMA consulted with the Vermont State Historic Preservation Officer ("SHPO") and confirmed<sup>14</sup> that there are "no historic properties affected" for work at the Norwich Pool Dam Area<sup>15</sup> and the Public Works Addition.<sup>16</sup> However, on October 25, 2016, FEMA informed the Recipient that additional information regarding all tree clearing activities at any alternate project site is require and that any tree clearing would require prior approval and consultation with the U.S. Fish and Wildlife.<sup>17</sup> The Applicant clarified that it does not plan on removing any trees for the proposed alternate projects.<sup>18</sup>

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<sup>8</sup> Letter from David Ormiston to Mary Andes *re: Time Extension Request for the Town of Norwich, Park Dam project PA-01-VT- 4022-PW#2334*, (June 16, 2016) [hereinafter *Revised Alternate Project Time Extension Request*].

<sup>9</sup> Letter from Mary Andes to Paul Ford, Acting Regional Administrator, FEMA Region 1, *re: Alternate Project Request PA-01-VT-4022-PW-02334(0)/ SSNOG01 - Town Park Dam*, (July 18, 2016).

<sup>10</sup> Email from G. Fred Vanderschmidt to Mary Andes *re: FEMA-4022-DR-VT – Town of Norwich PW #2334 Town Park Dam – Revised Alternate Project and Time Extension Requests* (Aug. 19, 2016).

<sup>11</sup> Letter from Mary Andes to G. Fred Vanderschmidt *re: Alternate Project Request PA-01-VT-4022-PW-02334(0)/ SSNOG01 - Town Park Dam: Additional Clarification on Alternate Project #1* (Oct. 7, 2016).

<sup>12</sup> Letter from David Ormiston to Fred Vanderschmidt and Mary Andes *re: Clarification Letter Restoration of the Norwich Pool Dam Area* (Sept. 2, 2016).

<sup>13</sup> *Supra* note 11.

<sup>14</sup> Email from James Duggan, Senior Historic Preservation Review Coordinator, Vermont Division for Historic Preservation to Marcus Tate, Environmental Historic Preservation Manager, FEMA Region I *re: Restoration of the Norwich Pool Dam Area* (Oct. 26, 2016).

<sup>15</sup> Letter from Laura V. Trieshmann, State Historic Preservation Officer, Vermont Division for Historic Preservation, to Mary Andes *re: PW: 02334(0), Alternate Project: Restoration of the Norwich Pool Dam Area, 335 Beaver Meadow Road, Norwich, Vermont* (Apr. 29, 2016).

<sup>16</sup> Email from James Duggan to Phil Dechert, Director of Planning & Zoning, Town of Norwich *re: Norwich HP review for 3 Alternative Projects* (Jan. 12, 2016) (See DR\_4022\_VT\_Norwich\_PW\_2334\_Alternate\_Project\_Request\_4 Norwich Public Works Addition at 37-38).

<sup>17</sup> Email from Kimberly Sykes, FEMA Region I, Appeals Analyst to Mary Andes *re: New Information Required for 4022-DR-VT Norwich PW 2334 Town Park Dam - Alt. Proj. and Time Extension Request* (Oct. 25, 2016).

<sup>18</sup> Email from Dave Ormiston to Mary Andes *re: RE: New Information Required for 4022-DR-VT Norwich PW 2334 Town Park Dam - Alt. Proj. and Time Extension Request* (Nov. 14, 2016).

## II. DISCUSSION

### A. Alternate Project Request

Section 406 of the Stafford Act authorizes FEMA to provide grant assistance to states, local governments, and certain private nonprofit organizations for the repair, restoration, and replacement of damaged or destroyed public facilities.<sup>19</sup> FEMA administratively categorizes this work as “permanent work,” Public Assistance Categories C-G. When a state or local government determines that the public welfare would not best be served by restoring the damaged public facility or the function of that facility, the state or local government may request that the Regional Administrator approve an “alternate project” before the start of construction.<sup>20</sup> The proposed alternate project must be a permanent project that benefits the general public, and FEMA expects the proposed alternate project to serve the same general area that was being served by the originally funded project.<sup>21</sup> In accordance with applicable standards of safety, a facility that is not repaired, replaced, or sold must be rendered safe and secure or demolished.<sup>22</sup>

Under standard Public Assistance procedures, federal funding for the alternate project for damaged public facilities is a maximum of 90 percent of the federal share of the federal estimate of the cost of restoring the original facility and management expenses.<sup>23</sup> Funds contributed to a local government for alternate projects may be used to repair or expand other selected public facilities, to construct new facilities, purchase equipment, or to fund hazard mitigation measures.<sup>24</sup> FEMA allows for multiple use of funds, whereby funds from a single project may be pooled or divided for alternate projects.<sup>25</sup>

The Applicant determined that the public welfare would not be best served by restoring the Town Park Dam to its predisaster condition. The Recipient’s request included three packets, one for each alternate project. The Applicant proposes to use the funds from PW #2334 towards the following projects: (1) restoration of the Norwich Pool Dam Area, (2) adding to the existing town Public Works building, and (3) the purchase of a loader for the DPW.<sup>26</sup>

#### ***Alternate Project 1: Restoration of the Norwich Pool Dam Area***

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<sup>19</sup> Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (“Stafford Act”), Pub. L. No. 93-288, § 406(a)(1) (1974), 42 United States Code (“U.S.C.”) § 5172(a)(1).

<sup>20</sup> Stafford Act § 406(c)(1)(a), 42 U.S.C. § 5172(c)(1)(a); 44 C.F.R. § 206.203(d)(2) (2011).

<sup>21</sup> Disaster Assistance Policy (“DAP”) No. 9525.13, *Alternate Projects*, § VII (B) and (E) (2008).

<sup>22</sup> DAP 9525.13, *Alternate Projects*, § VII (M) (2008); 44 C.F.R. § 206.203 (d)(2)(v).

<sup>23</sup> 44 C.F.R. § 206.203(d)(2)(v).

<sup>24</sup> Stafford Act, § 406(c)(1)(B), (42 U.S.C. § 5172(c)(1)(B)); 44 C.F.R. § 206.203(d)(2)(iv); DAP No. 9525.13, § VII (D).

<sup>25</sup> DAP 9525.13, *Alternate Projects*, § VII (K) (2008).

<sup>26</sup> See *Applicant’s Revised Alternate Project Request*.

The Applicant's first proposed alternate project – the restoration of the Norwich Pool Dam Area – is a permanent project that benefits the general public and is in the location of the originally funded project.

Per the requirements of 44 C.F.R. §206.203 (2)(v), the Applicant provided a scope of work summarized as follows: (1) Stabilize bank of the originally damaged site by removing rubble and debris from the brook and demolishing both the existing concrete pool dam and the hand-laid stone dam diverting the stream to the left side; (2) Create a level recreation area leading to the Ballard Trail; (3) Place some of the larger stones from the hand-laid dam to make a set of natural stone steps from the Ballard Trail and some of the larger rocks within the stream to create natural swirl-pools for fish and other aquatic life; (4) Seed and mulch all disturbed areas; (5) Demolish the existing bath house which has partially caved in; (6) Reestablish the gravel path from the parking lot to the woods.<sup>27</sup>

The Town also provided the alternate project location, a cost estimate of \$13,670.00,<sup>28</sup> their process for selection of the bid,<sup>29</sup> a schedule of work of less than two months but as work in the stream is limited by permitting from June 1 to October 1, therefore depending on when the project is approved, it may be delayed until June 1, 2017, making the completion date Aug 1, 2017.<sup>30</sup> The Town also provided: (1) a permit from ANR for the “Authorization to Conduct Stream Alteration Activities” set to expire on October 1, 2018;<sup>31</sup> (2) a letter and Action Plan from Hazard Identification Survey at the Norwich Pool Dam Area;<sup>32</sup> and (3) a confirmation from the Vermont Division for Historic Preservation confirming that no historic properties will be affected.<sup>33</sup> The Applicant also stated that it has confirmation from the Project Delivery Bureau, Environmental Section of the Vermont Agency of Transportation that no other clearances or permits are needed from Vermont.<sup>34</sup> They also state that additional funding for the alternate project will come from Town Funds.<sup>35</sup>

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<sup>27</sup> *Supra* note 11.

<sup>28</sup> See *Applicant's Revised Alternate Project Request*.

<sup>29</sup> Revised alternate project request proposal packet for the Restoration of the Norwich Pool Dam Area, Section F at 3, and Section B at 7, from David Ormiston, Interim Town Manager, Town of Norwich to Mary Andes, Special Project Analyst Vermont DEMHS (June 16, 2016) [Hereinafter *Alternate Project Dam Restoration Proposal*].

<sup>30</sup> See *Revised Alternate Project Time Extension Request*.

<sup>31</sup> *Supra* note 11, Attachment #1: Vermont Department of Environmental Conservation, Watershed Management Division, Permit for Authorization to Conduct Stream Alteration Activities, Project Number: SA-05-043-2015-R Norwich Pool Dam Removal, expires October 1, 2018 (Sept. 26, 2016).

<sup>32</sup> See *Alternate Project Dam Restoration Proposal*, Section B at 1-2, Letter from Wade B. Masure, Senior Loss Control Consultant, Vermont League of Cities and Towns, to Andy Hodgdon, Public Works Director, Town of Norwich, *Re: Visit of 12/23/15*, (Jan. 6, 2016).

<sup>33</sup> *Supra* note 14.

<sup>34</sup> See *Alternate Project Dam Restoration Proposal*, Section F at 3.

<sup>35</sup> See *Applicant's Revised Alternate Project Request*.

In restoring the Norwich Pool Dam Area, the Applicant will be stabilizing the originally damaged site as required by FEMA policy<sup>36</sup> and has met the other programmatic requirements for alternate projects. Therefore, this is an eligible alternate project.

### ***Alternate Project 2: Addition to the Public Works Building***

The Applicant's second proposed alternate project is the construction of an addition to the Public Works building. The proposed addition is a permanent project<sup>37</sup> that benefits the general public and serves the same general area that was being served by the originally funded project.<sup>38</sup> FEMA policy requires that the Applicant obtain and maintain insurance on buildings and building contents in an amount equal to the alternate project funding.<sup>39</sup>

Per the requirements of 44 C.F.R. §206.203 (2)(v) the Applicant provided a description of the project – the construction of a 40 feet by 100 foot addition to the existing 100 foot by 40 foot public works building that was built in 1972. The scope of the project is summarized as follows: (1) construct a 100 foot by 40 foot addition, which meets current codes, to the existing building in the paved area to the north east of the current building; (2) construct an office, break room and bathroom for employees; (3) repair leaking roof of existing building; (4) construct new well and connect addition to current septic system; (5) make any necessary structural improvements to the exiting building.<sup>40</sup>

The Applicant provided: (1) the location of the addition; (2) a cost estimate of \$432,968.00; (3) the bid selection process information;<sup>41</sup> and (4) a schedule of work. Depending on the date of project approval, the project is estimated to take six to eight months with expected completion by October 1, 2017.<sup>42</sup> The Applicant also provided: (1) documentation of correspondence with the State Historical Preservation Office – the Office stated that they have no concerns for the proposed addition;<sup>43</sup> (2) assurance that the site is outside of the Special Flood Hazard Area, the Vermont River Corridor Zone, and any wetland or wetland buffer area;<sup>44</sup> (3) Wastewater System and Potable Water Supply Permit from Vermont ANR;<sup>45</sup> and (4) identification of the source of

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<sup>36</sup> DAP 9525.13, *Alternate Projects*, § VII (M) (2008).

<sup>37</sup> Alternate project funds may be used across all permanent work categories (such as expanding an existing building...) (DAP 9525.13, *Alternate Projects*, § VII (K)(2) (2008)).

<sup>38</sup> DAP 9525.13, *Alternate Projects*, § VII (E) (2008).

<sup>39</sup> DAP 9525.13, *Alternate Projects*, § VII (L) (2008).

<sup>40</sup> Letter and proposal packet from Linda Cook, Chair, Norwich Select Board to Mary Andes, Special Project Analyst Vermont DEMHS, *Re: Alternate Project: Addition to Existing Public Works Building - \$432,968* (Jun. 16, 2016). [Hereinafter *Alternate Project Public Works Addition Proposal*].

<sup>41</sup> See *Revised Alternate Project Time Extension Request* at 2, 19, 28.

<sup>42</sup> See *Revised Alternate Project Time Extension Request*.

<sup>43</sup> See *Alternate Project Public Works Addition Proposal*, at 37. (Email from James Duggan to Phil Dechert *re: Norwich HP review for 3 Alternative Projects* (Jan. 12, 2016)). See also, note 14.

<sup>44</sup> Stafford Act § 406 (c)(1)(c)(i); See *Alternate Project Public Works Addition Proposal* at 3.

<sup>45</sup> See *Alternate Project Public Works Addition Proposal*, at 43-45. (Vermont Agency Natural Resources Permit for Wastewater System and Potable Water Supply, Permit No. WW-3-0594-2 (Feb. 2, 2016)).

additional funding for alternate project costs – Town Funds.<sup>46</sup> The Applicant noted that building permits will be obtained once a design/build contract has been awarded.

This alternate project meets the programmatic requirements for alternate projects, therefore it is eligible for assistance.

### ***Alternate Project 3: Purchase of a Front End Loader for the DPW***

The Applicant's third proposed alternate project is the purchase of a front end loader for use by the DPW. Per FEMA policy, alternate project funding may be used to purchase equipment, provided that it exceeds \$5000.00 per unit, and has a useful life of a year or more.<sup>47</sup> FEMA policy also requires that the Applicant obtain and maintain insurance on vehicles in an amount equal to the alternate project funding.<sup>48</sup> The Applicant's third proposed alternate project to purchase a front end loader for the DPW would still serve the same general area as the original project,<sup>49</sup> exceeds \$5000.00, and has a useful life of more than one year.<sup>50</sup> Therefore, the proposed scope of work is programmatically eligible.

Per federal regulations,<sup>51</sup> the Applicant provided a description of the proposed project – the purchase of a 2016 Front End Bucket Loader for use by the DPW for loading materials onto trucks, road maintenance, and winter snow removal. The new loader will replace a 2004 Caterpillar 938G front end loader, which will be traded in towards this purchase. The estimated cost of the new loader is \$202,500.00, less the estimated trade value of \$45,000.00, for a total estimated alternate project cost of \$157,500.00.<sup>52</sup>

The Applicant also provided: (1) a confirmation that they do not require Environmental Historic Preservation review for equipment; (2) the information on the bid selection process;<sup>53</sup> (3) an exact location where equipment will be garaged at the DPW building at 26 New Boston Road, Norwich, VT; and (4) the schedule of work ranging from three to six months for delivery of the loader depending on the manufacturer's schedule, with an estimated purchase date of November 1, 2016. The completion date should be no later than May 1, 2017.<sup>54</sup>

This alternate project meets the programmatic requirements for alternate projects, therefore it is eligible for assistance.

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<sup>46</sup> See *Applicant's Revised Alternate Project Request*.

<sup>47</sup> DAP 9525.13, *Alternate Projects*, § VII (K)(2)(h) (2008).

<sup>48</sup> DAP 9525.13, *Alternate Projects*, § VII (L) (2008).

<sup>49</sup> DAP 9525.13, *Alternate Projects*, § VII (E) (2008).

<sup>50</sup> *Supra* note 49.

<sup>51</sup> 44 C.F.R. §206.203 (2)(v).

<sup>52</sup> Letter and proposal packet from Linda Cook, Chair, Norwich Select Board to Mary Andes *re: Alternate Project: Purchase Loader - \$157,500* (Jun. 16, 2016). [Hereinafter *Alternate Project Purchase Loader Proposal*].

<sup>53</sup> See *Alternate Project Purchase Loader Proposal* at 5.

<sup>54</sup> See *Revised Alternate Project Time Extension Request*.

***Alternate Project Funding***

FEMA awarded a total of \$567,284.28 for PW #2334, which was comprised of \$567,284.28 for the restoration of dam and swimming area and \$0.00 for hazard mitigation measures. The federal funding for the alternate projects is 90 percent of the federal share of the federal estimate of the cost of repairing, restoring, reconstructing, or replacing the facility and of management expenses, and does not include any hazard mitigation funding for the original project.<sup>55</sup> The calculation of the alternate project funding is as follows:

<b>PW #2334 Town Park Dam</b>	
Total Cost	\$567,284.28
Less Hazard Mitigation	\$0.00
Total	\$567,284.28

Available for Alternate Projects (90% of estimated cost)	\$510,555.85
FEMA Cost Share ( 90% of the Funds Available for the Alternate Projects)	\$459,500.27

The Applicant must spend at least \$510,555.85 on the approved alternate project to receive \$459,500.27 of federal funds.<sup>56</sup> If the Applicant spends less than the \$510,555.85 the alternate projects, FEMA will make a final adjustment to Public Assistance funding at the closeout of PW #2334. The Applicant confirmed that the source of funding for costs over the federal share will be Town Funds and they are responsible for their share of the grant and any additional costs.<sup>57</sup>

**B. Request for an Extension of the Period of Performance**

The project completion deadlines for the PA Program are set from the date that a major disaster is declared and apply to all projects under the PA grant.<sup>58</sup> For PA Categories C through G (permanent work), the project completion deadline is 18 months from the date of the major disaster declaration.

Based on extenuating circumstances or unusual project requirements beyond the control of an applicant, the recipient may extend the deadlines for an additional 30 months for permanent work.<sup>59</sup> The recipient must submit requests for time extensions beyond the recipient's authority to the RA. These requests must include (1) the dates and provisions of all previous time extensions on the project; and (2) a detailed justification for the delay and a projected completion

<sup>55</sup> Stafford Act, § 406 (c)(1)(A) (42 U.S.C. § 5172(c)(1)(A); FEMA Recovery Policy No. 9526.1, *Hazard Mitigation Funding Under Section 406 (Stafford Act)*, § VII(H)(2) (Mar. 30, 2010).

<sup>56</sup> 44 C.F.R. § 206.203 (d)(2)(iii) (2011).

<sup>57</sup> See *Applicant's Revised Alternate Project Request*.

<sup>58</sup> 44 C.F.R. § 206.204(c)(1).

<sup>59</sup> 44 C.F.R. § 206.204(c)(2).

date. If the RA approves the request, the approval letter shall reflect the approved completion date and any other requirements the RA may determine necessary to ensure that the new completion date is met.<sup>60</sup>

As required by the Uniform Administrative Requirements for Grants and Cooperative Agreements, the recipient must submit such a request for a time extension before the end of the period of performance.<sup>61</sup> If a request comes in after the period of performance has ended, the recipient must provide a detailed justification as to the tardiness of the request.

The Applicant was provided with 18 months from the date of the major disaster declaration to complete permanent work. The major disaster was declared on September 1, 2011, which meant that the period of performance ended on March 1, 2013. On January 14, 2013, the Recipient, using the full extent of their authority,<sup>62</sup> granted a 30-month extension of the period of performance to September 1, 2015. On April 11, 2016, the Recipient requested an additional extension of the period of performance for PW #2334 to November 1, 2016,<sup>63</sup> which FEMA granted on July 10, 2015.<sup>64</sup>

The Applicant stated that due to the additional time required to revise and resubmit the alternate projects proposals after they found out that the proposed Route 132 culvert project was ineligible, they needed an extension to the period of performance for PW #2334.<sup>65</sup> Additionally, the Applicant cited the absences of two key personnel, which has delayed the project. The Applicant provided a proposed schedule of work, noting that it is dependent on when the project is authorized to start. Restoration of the Norwich Pool Dam Area will take less than two months, but work in the stream is limited to between June 1 and October 1. Therefore, this project may be delayed until June 1, 2017. Purchase of a front end Loader for the DPW will take between three to six months for delivery depending on the manufacturer's schedule. The addition to the existing DPW Building is estimated to be a six month project if not scheduled during the winter. Winter construction, if feasible, may extend it to eight months. Assuming FEMA approval by November 1, 2016, the Applicant requests a completion date of November 1, 2017, which provides two additional months and seems to be a reasonable completion date.<sup>66</sup>

After reviewing this request, the information submitted by the Applicant and Recipient meets the requirements for requesting an extension of the period of performance for project completion.

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<sup>60</sup> 44 C.F.R. § 206.204(d).

<sup>61</sup> 44 C.F.R. §§ 13.30(d); 13.43.

<sup>62</sup> 44 CFR §206.204 Project Performance

<sup>63</sup> Letter from Kim Canarecci, Public Assistance Officer, Vermont Emergency Management, to Jean McDonough, Public Assistance Officer, FEMA Region I, *Re: Time Extension- DR-4022 – PW 2334 – Town of Norwich, VT – Town Park Dam*, (Apr. 11, 2014).

<sup>64</sup> Letter from G. Fred Vanderschmidt, Deputy Director Recovery Division, FEMA Region 1, to Kim Canarecci, Public Assistance Officer, Vermont Emergency Management and Homeland Security Department of Public Safety, *Re: Time Extension Request – FEMA-4022-DR-VT – Town of Norwich – Public Assistance (PA) ID 027-52900-00 – Project Worksheet (PW) 2334 – SSNOG01 - Town Park Dam*, (July 10, 2015).

<sup>65</sup> *Supra* note 8.

<sup>66</sup> *Id.*

### III. CONCLUSION

The Recipient requested an extension of the period of performance to complete the alternate projects requested for PW #2334. I am approving the request for an extension of the period of performance and setting a new project completion date of November 1, 2017.

I am also approving the three alternate projects requested for PW #2334. Consistent with this decision, FEMA will amend PW #2334 noting that the restoration funding previously provided will be now be used toward the alternate projects described. Please note the Applicant is required to obtain and maintain insurance on vehicles, buildings, and building contents in an amount equal to the alternate project funding.<sup>67</sup>

The total federal funding available for the alternate projects is \$459,500.27. The Applicant must spend at least \$510,555.85 on the approved alternate project to receive the full \$459,500.27 in federal funds. If the Applicant spends less than the \$510,555.85 on the alternate projects, then FEMA will make final adjustments to Public Assistance funding at the closeout of PW #2334. If you have any questions, please contact Tim Seifert, FEMA Region I, at (617) 956-7604 or [Timothy.Seifert@fema.dhs.gov](mailto:Timothy.Seifert@fema.dhs.gov).

Sincerely,

**GEORGE F  
VANDERSCHMIDT**

G. Fred Vanderschmidt  
Recovery Division Deputy Director  
FEMA Region I

Digitally signed by GEORGE F VANDERSCHMIDT  
DN: c=US, o=U.S. Government, ou=Department  
of Homeland Security, ou=FEMA, ou=People,  
cn=GEORGE F VANDERSCHMIDT,  
0.9.2342.19200300.100.1.1=0072408727.FEMA  
Date: 2016.12.20 09:23:42 -05'00'

GFV/kl

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<sup>67</sup> DAP 9525.13, *Alternate Projects*, § VII (L) (2008).

**David Ormiston**

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**From:** Stuart Richards <srichards@globalrescue.com>  
**Sent:** Thursday, December 15, 2016 12:35 PM  
**To:** Jeff Goodrich; Linda Cook; Phil Dechert; David Ormiston; Miranda Bergmeier; dean.j.seibert@dartmouth.edu; brian.elaine@comcast.net  
**Cc:** Scott McGee; Dan Goulet; jjtwwister@gmail.com; psmith4203@gmail.com; cbrochu30@gmail.com; jonathanvinc@gmail.com; kclemwp6@gmail.com; David.R.Sargent@valley.net; ernieciccotelli@gmail.com; nhdean@comcast.net; subtextvt@gmail.com; johnskerr2@gmail.com; jphillips729@earthlink.net; gtolman@att.net; jimcgold@aol.com  
**Subject:** Open Meeting Law Violations

Dear Norwich Selectboard Members, Planning Commission Members and Development Review Board Members,

This email is formal notice that Phil Dechert, the Planning Commission and Development Review board have on numerous occasions violated the Open Meeting Law cited below:

<http://vlct.org/assets/MAC/Open%20Meeting%20Law/Open%20Meeting%20Law%20Statute%20As%20Amended%202016.pdf>

The violations consist of failing to provide the public with agendas for the Planning Commission and Development Review Board **at least 48 hours in advance** of regular Planning Commission and Development Review Board Meetings and failure to distribute minutes of Planning Commission meetings **within five calendar days after the meeting**. Two recent examples which are by no means the only examples are the distribution of minutes of the Planning Commission meeting of November 10, 2016 and the Agenda for the meeting of December 8, 2016, both of which were distributed the day of the the meeting on December 8. Being "too busy" is no excuse for Mr. Dechert's flouting of the law which he knows quite well. In addition, in Mr. Dechert's minutes for the Planning Commission of 12/8/16 he "acknowledged the problem and the corrective measures being taken." Unfortunately he has not corrected the problem. As the Clerk for the Development Review Board, Mr. Dechert continues to flout the law by issuing an Agenda for the DRB for a meeting on 12/15/16 less than 48 hours in advance.

**1 V.S.A. § 314. Penalty and enforcement** requires that the Planning Commission and the Development Review Board and its Clerk, Phil Dechert, respond within 10 calendar days as provided in the Statute. Failure to respond and to cure the violations can subject all those who have been put on notice to a \$500 fine and being guilty of a misdemeanor. Moreover should legal action be necessary those responsible for the violations will be responsible for legal costs as per the statute. I look forward to a timely response as required by the Statute from Phil Dechert, the Planning Commission and the Development Review Board.

It will be much appreciated if Phil Dechert transmits this official notice to all Planning Commission and Development Review Board members and if Town Manager Dave Ormiston transmits this email to the Selectboard so that this notice becomes a part of the permanent record of each body.

Stuart L. Richards

7a.

12/29/16

Town of Norwich Accounts Payable

03:03 pm

Check Warrant Report # 17-16 Current Prior Next FY Invoices For Fund (General)

RRobinson

All Invoices For Check Acct 01(General) 12/23/16 To 01/04/17

Vendor	Invoice Description	Invoice Date	Invoice Number	Account	Amount Paid	Check Number	Check Date
ADKINS	ADKINS PRINTING CO., INC.	12/12/16	TC--ARCHIVAL PAPER 241909	01-5-100610.00 OFFICE SUPPLIES	184.72	4075	01/04/17
ADKINS	ADKINS PRINTING CO., INC.	12/20/16	TC--BINDERS 241965	01-5-100610.00 OFFICE SUPPLIES	186.00	4075	01/04/17
BCBS	BLUE CROSS/BLUE SHIELD OF	12/15/16	JAN 17 HEALTH INSURANCE JAN 17	01-5-005123.00 HEALTH INSUR	4732.68	4076	01/04/17
BCBS	BLUE CROSS/BLUE SHIELD OF	12/15/16	JAN 17 HEALTH INSURANCE JAN 17	01-5-100123.00 HEALTH INS	2173.84	4076	01/04/17
BCBS	BLUE CROSS/BLUE SHIELD OF	12/15/16	JAN 17 HEALTH INSURANCE JAN 17	01-5-200123.00 HEALTH INS	622.19	4076	01/04/17
BCBS	BLUE CROSS/BLUE SHIELD OF	12/15/16	JAN 17 HEALTH INSURANCE JAN 17	01-5-300123.00 HEALTH INS	373.32	4076	01/04/17
BCBS	BLUE CROSS/BLUE SHIELD OF	12/15/16	JAN 17 HEALTH INSURANCE JAN 17	01-5-350123.00 HEALTH INS	1373.52	4076	01/04/17
BCBS	BLUE CROSS/BLUE SHIELD OF	12/15/16	JAN 17 HEALTH INSURANCE JAN 17	01-5-425123.00 HEALTH INS	553.14	4076	01/04/17
BCBS	BLUE CROSS/BLUE SHIELD OF	12/15/16	JAN 17 HEALTH INSURANCE JAN 17	01-5-704123.00 HEALTH INSURANCE	1408.05	4076	01/04/17
BCBS	BLUE CROSS/BLUE SHIELD OF	12/15/16	JAN 17 HEALTH INSURANCE JAN 17	01-5-500123.00 HEALTH INS	6441.01	4076	01/04/17
BCBS	BLUE CROSS/BLUE SHIELD OF	12/15/16	JAN 17 HEALTH INSURANCE JAN 17	01-5-703123.00 HEALTH INSUR	8231.84	4076	01/04/17
BERGCLOTH	BERGERON PROTECTIVE CLOTH	12/12/16	FD--BOOTS 204770	01-5-555422.00 FIRE TOOLS & EQUIPMENT	179.00	-----	---/--
CASELLA	CASELLA WASTE SERVICES	12/01/16	SW--NOV 16 RECYCLING FEES 0297399	01-5-705305.00 RECYCLING	4289.21	-----	---/--
CASELLA	CASELLA WASTE SERVICES	12/01/16	SW--NOV 16 TRASH FEES 0297400	01-5-705303.00 MUNICIPAL SOLID WASTE	3452.04	-----	---/--
CED	CONSOLIDATED ELECTRICAL D	12/14/16	REC--RINK TIMER, BULBS 9433-737826	01-5-425220.00 SPECIAL EVENTS /SUPPLIES	111.56	-----	---/--
CHILDSUPP	OFFICE OF CHILD SUPPORT	12/28/16	CHILDSUPPORT PEND12-31-16 PEND12-31-16	01-2-001115.00 CHILD SUPPORT PAYABLE	920.98	4077	01/04/17
CODY	CODY CHEVROLET INC.	12/19/16	HWY--GEAR 57053	01-5-703403.00 PARTS & SUPPLIES	1264.61	4078	01/04/17
COTT	COTT SYSTEMS INC	01/01/17	TC--JAN 17 HOSTING 113522	01-5-100613.00 SOFTWARE	241.00	-----	---/--
CRYSTAL	CRYSTAL ROCK, LLC	11/30/16	HWY/SW--COOLER RENTAL 11/30/2016	01-5-703515.00 ADMINISTRATION	12.00	-----	---/--
CRYSTAL	CRYSTAL ROCK, LLC	11/30/16	HWY/SW--COOLER RENTAL 11/30/2016	01-5-705515.00 ADMINISTRATION	12.00	-----	---/--
D&B	D&B OUTDOOR POWER EQUIP.,	12/20/16	HWY--FELLING DOGS 16435	01-5-703403.00 PARTS & SUPPLIES	63.68	-----	---/--
DAVES	DAVE'S STARTER & ALTERNAT	12/20/16	HWY--TRK#6 BATTs, ALT 10066633	01-5-703403.00 PARTS & SUPPLIES	409.00	4079	01/04/17
DEADRIVER	DEAD RIVER COMPANY	12/13/16	TH--371.3 GALS #2 FUEL 33014	01-5-706103.00 HEATING	753.37	4080	01/04/17
DELTA DEN	DELTA DENTAL	12/19/16	DENTAL INSURANCE JAN 17 JAN 17	01-5-005125.00 DENTAL INSURANCE	94.75	4081	01/04/17
DELTA DEN	DELTA DENTAL	12/19/16	DENTAL INSURANCE JAN 17 JAN 17	01-5-100125.00 DENTAL INSURANCE	129.02	4081	01/04/17

Vendor	Invoice Date	Invoice Description	Invoice Number	Account	Amount Paid	Check Number	Check Date
DELTA DEN	12/19/16	DELTA DENTAL	DENTAL INSURANCE JAN 17	01-5-200125.00	135.78	4081	01/04/17
			JAN 17	DENTAL INSURANCE			
DELTA DEN	12/19/16	DELTA DENTAL	DENTAL INSURANCE JAN 17	01-5-300125.00	42.77	4081	01/04/17
			JAN 17	DENTAL INSURANCE			
DELTA DEN	12/19/16	DELTA DENTAL	DENTAL INSURANCE JAN 17	01-5-350125.00	64.51	4081	01/04/17
			JAN 17	DENTAL INSURANCE			
DELTA DEN	12/19/16	DELTA DENTAL	DENTAL INSURANCE JAN 17	01-5-425125.00	34.27	4081	01/04/17
			JAN 17	DENTAL INSURANCE			
DELTA DEN	12/19/16	DELTA DENTAL	DENTAL INSURANCE JAN 17	01-5-500125.00	277.33	4081	01/04/17
			JAN 17	DELTA DENTAL			
DELTA DEN	12/19/16	DELTA DENTAL	DENTAL INSURANCE JAN 17	01-5-555126.00	34.27	4081	01/04/17
			JAN 17	DENTAL INSURANCE			
DELTA DEN	12/19/16	DELTA DENTAL	DENTAL INSURANCE JAN 17	01-5-704125.00	34.27	4081	01/04/17
			JAN 17	DENTAL INSURANCE			
DELTA DEN	12/19/16	DELTA DENTAL	DENTAL INSURANCE JAN 17	01-5-703125.00	326.58	4081	01/04/17
			JAN 17	DENTAL INSURANCE			
EVANSMOTO	12/21/16	EVANS GROUP, INC.	HWY--1000 GALS BIODIESEL	01-5-703405.00	2121.71	-----	---/--
			601307	PETROLEUM PRODUCTS			
FAIRFIELD	12/15/16	HOWARD P FAIRFIELD, LLC	HWY--TRK#1 PARTS	01-5-703403.00	912.62	4082	01/04/17
			5616964	PARTS & SUPPLIES			
FAMILY	10/31/16	THE FAMILY PLACE	FY17 1ST QTR APPROPR	01-5-800350.00	1500.00	-----	---/--
			4225	THE FAMILY PLACE			
FIRESTORE	12/15/16	THE FIRE STORE	FD--LIGHTS, SHEARS	01-5-555422.00	315.60	-----	---/--
			E1538724	FIRE TOOLS & EQUIPMENT			
FIRESTORE	12/15/16	THE FIRE STORE	FD--LIGHTS, SHEARS	01-5-555424.00	38.73	-----	---/--
			E1538724	EMS TOOLS/ EQUIP			
FLANDERS	12/19/16	FLANDERS & PATCH MOTOR SA	HWY--TRANS REPAIR	01-5-703401.00	538.58	4083	01/04/17
			FOCS163198	OUTSIDE REPAIRS			
GEORGE	12/22/16	MICHELE S. GEORGE	REC--YOGA INSTRUCTION	01-5-425200.00	1108.80	-----	---/--
			12/22/16	INSTRUCTOR FEE			
GMPC	12/15/16	GREEN MOUNTAIN POWER CORP	STREETLIGHTS NOV/DEC 16	01-5-703307.00	39.89	4084	01/04/17
			05119DEC16	STREETLIGHTS			
GREATWEST	12/28/16	GREAT-WEST TRUST COMPANY,	DEFERRED COMP DEC 16	01-2-001116.00	620.00	4085	01/04/17
			DEC 16	DEFERRED COMPENSATION			
GREATWEST	12/28/16	GREAT-WEST TRUST COMPANY,	DEFERRED COMP DEC 16	01-2-001116.10	1994.54	4085	01/04/17
			DEC 16	ROTH PLAN 457			
HARTFORD	12/15/16	TOWN OF HARTFORD	PD--DISPATCH JAN-MAR 17	01-5-500536.00	12241.25	-----	---/--
			7974	DISPATCH SERVICES			
JORDAN	12/19/16	JORDAN EQUIPMENT CO.	HWY--TRK#1 WINGBLADE/HWRE	01-5-703403.00	323.01	4086	01/04/17
			P20882	PARTS & SUPPLIES			
JORDAN	12/19/16	JORDAN EQUIPMENT CO.	HWY--TRK#1 BLADE/HARDWARE	01-5-703403.00	465.56	4086	01/04/17
			P20886	PARTS & SUPPLIES			
LINCOLN	12/16/16	LINCOLN FINANCIAL GROUP	JAN 17 LIFE/DISAB INS	01-5-005124.00	83.10	-----	---/--
			JAN 17	DISABILITY/LIFE INSUR			
LINCOLN	12/16/16	LINCOLN FINANCIAL GROUP	JAN 17 LIFE/DISAB INS	01-5-100124.00	114.26	-----	---/--
			JAN 17	DISABILITY/LIFE INS			
LINCOLN	12/16/16	LINCOLN FINANCIAL GROUP	JAN 17 LIFE/DISAB INS	01-5-200124.00	97.77	-----	---/--
			JAN 17	DISABILITY/LIFE INS			
LINCOLN	12/16/16	LINCOLN FINANCIAL GROUP	JAN 17 LIFE/DISAB INS	01-5-300124.00	19.62	-----	---/--
			JAN 17	DISABILITY/LIFE INSURANCE			

Vendor	Invoice Description	Invoice Date	Invoice Number	Account	Amount Paid	Check Number	Check Date
LINCOLN	LINCOLN FINANCIAL GROUP	12/16/16	JAN 17 LIFE/DISAB INS JAN 17	01-5-350124.00 DISABILITY/LIFE INS	62.58		---/--/---
LINCOLN	LINCOLN FINANCIAL GROUP	12/16/16	JAN 17 LIFE/DISAB INS JAN 17	01-5-425124.00 DISABILITY/LIFE INSUR	71.81		---/--/---
LINCOLN	LINCOLN FINANCIAL GROUP	12/16/16	JAN 17 LIFE/DISAB INS JAN 17	01-5-704124.00 DISABILITY/LIFE	91.53		---/--/---
LINCOLN	LINCOLN FINANCIAL GROUP	12/16/16	JAN 17 LIFE/DISAB INS JAN 17	01-5-500124.00 DISABILITY/LIFE INS	310.28		---/--/---
LINCOLN	LINCOLN FINANCIAL GROUP	12/16/16	JAN 17 LIFE/DISAB INS JAN 17	01-5-555124.00 DISABILITY/LIFE INSURANCE	68.91		---/--/---
LINCOLN	LINCOLN FINANCIAL GROUP	12/16/16	JAN 17 LIFE/DISAB INS JAN 17	01-5-703124.00 DISABILITY/LIFE	371.59		---/--/---
MAYER	MAYER & MAYER	12/28/16	DEC 16 JUDGEMENT ORDER DEC 16	01-2-001120.00 EMPLOYEE JUDGEMENT ORDER	50.00	4087	01/04/17
MAYO	JIM MAYO	12/22/16	REC--BBALL OFFICIATING 12/22/16	01-5-425214.00 REFERREE/UMPIRE	84.00	4088	01/04/17
MORTON	MORTON SALT	12/15/16	HWY--99.88 TONS SALT 5401208501	01-5-703201.00 SALT & CHEMICALS	6989.61	4089	01/04/17
NEMRC	NEW ENGLAND MUNI RESOURCE	11/02/16	FIN--2016 TAX FORMS 38208	01-5-200610.00 OFFICE SUPPLIES	152.00	4090	01/04/17
NORNURSE	NORTHERN NURSERIES	12/23/16	TH--ICE MELT 062200011595	01-5-706109.00 BUILDING SUPPLIES	174.00	4091	01/04/17
NORSOLAR	NORWICH SOLAR PROJECT I,	12/15/16	PD/TH/SW/FD--SOLAR DEC 16 DEC 16	01-5-500204.00 SPEED SIGNS	82.14		---/--/---
NORSOLAR	NORWICH SOLAR PROJECT I,	12/15/16	PD/TH/SW/FD--SOLAR DEC 16 DEC 16	01-5-706115.00 BANDSTAND & SIGN ELECTRIC	51.34		---/--/---
NORSOLAR	NORWICH SOLAR PROJECT I,	12/15/16	PD/TH/SW/FD--SOLAR DEC 16 DEC 16	01-5-705501.00 ELECTRICITY	78.72		---/--/---
NORSOLAR	NORWICH SOLAR PROJECT I,	12/15/16	PD/TH/SW/FD--SOLAR DEC 16 DEC 16	01-5-475233.00 ELECTRICITY	203.63		---/--/---
NORSOLAR	NORWICH SOLAR PROJECT I,	12/15/16	PD/TH/SW/FD--SOLAR DEC 16 DEC 16	01-5-550233.00 ELECTRICITY	109.64		---/--/---
PBA	NEW ENGLAND PBA, INC	12/28/16	DEC 2016 UNION DUES DEC 16	01-2-001117.00 UNION DUES PAYABLE	506.00		---/--/---
ROBBINS	ROBBINS POWERSPORTS INC	11/23/16	REC--GROOMER SERVICE 11/23/16	01-5-425322.00 REC FIELD CARE	140.50	4092	01/04/17
SOLAFLECT	SOLAFLECT SOLAR PARK I, L	12/15/16	TH/HWY--SOLAR DEC 2016 DEC 16	01-5-706101.00 ELECTRICITY	783.60		---/--/---
SOLAFLECT	SOLAFLECT SOLAR PARK I, L	12/15/16	TH/HWY--SOLAR DEC 2016 DEC 16	01-5-703501.00 ELECTRICITY	64.53		---/--/---
SOVERNET	SOVERNET, INC.	12/15/16	LONG DISTANCE NOV/DEC16 3708378	01-5-005531.00 ADMIN TELEPHONE	18.71	4093	01/04/17
SOVERNET	SOVERNET, INC.	12/15/16	LONG DISTANCE NOV/DEC16 3708378	01-5-100531.00 TELEPHONE	5.61	4093	01/04/17
SOVERNET	SOVERNET, INC.	12/15/16	LONG DISTANCE NOV/DEC16 3708378	01-5-200531.00 TELEPHONE	1.39	4093	01/04/17
SOVERNET	SOVERNET, INC.	12/15/16	LONG DISTANCE NOV/DEC16 3708378	01-5-275531.00 TELEPHONE	-0.22	4093	01/04/17
SOVERNET	SOVERNET, INC.	12/15/16	LONG DISTANCE NOV/DEC16 3708378	01-5-300531.00 TELEPHONE	0.46	4093	01/04/17

12/29/16  
03:03 pm

Town of Norwich Accounts Payable  
Check Warrant Report # 17-16 Current Prior Next FY Invoices For Fund (General)  
All Invoices For Check Acct 01(General) 12/23/16 To 01/04/17

Page 4 of 6  
RRobinson

Vendor	Invoice Date	Invoice Description	Invoice Number	Account	Amount Paid	Check Number	Check Date
SOVERNET	12/15/16	SOVERNET, INC. LONG DISTANCE NOV/DEC16	3708378	01-5-350531.00 TELEPHONE	3.88	4093	01/04/17
SOVERNET	12/15/16	SOVERNET, INC. LONG DISTANCE NOV/DEC16	3708378	01-5-425127.00 TELEPHONE	1.91	4093	01/04/17
SOVERNET	12/15/16	SOVERNET, INC. LONG DISTANCE NOV/DEC16	3708378	01-5-475238.00 ADMIN TELEPHONE	8.07	4093	01/04/17
SOVERNET	12/15/16	SOVERNET, INC. LONG DISTANCE NOV/DEC16	3708378	01-5-550235.00 TELEPHONE & INTERNET	3.34	4093	01/04/17
SOVERNET	12/15/16	SOVERNET, INC. LONG DISTANCE NOV/DEC16	3708378	01-5-705505.00 TELEPHONE	0.30	4093	01/04/17
SOVERNET	12/15/16	SOVERNET, INC. LONG DISTANCE NOV/DEC16	3708378	01-5-703505.00 TELEPHONE	14.70	4093	01/04/17
STAPLELNK	12/10/16	STAPLES BUSINESS ADVANTAG TH/PD/TC--SUPPLIES	8042182868	01-5-100610.00 OFFICE SUPPLIES	17.50	4094	01/04/17
STAPLELNK	12/10/16	STAPLES BUSINESS ADVANTAG TH/PD/TC--SUPPLIES	8042182868	01-5-475301.00 SUPPLIES	18.78	4094	01/04/17
STAPLELNK	12/10/16	STAPLES BUSINESS ADVANTAG TH/PD/TC--SUPPLIES	8042182868	01-5-706109.00 BUILDING SUPPLIES	18.78	4094	01/04/17
TENCO	12/21/16	TENCO INDUSTRIES, INC HWY--STOCK REPLACEMENT	5622829	01-5-703403.00 PARTS & SUPPLIES	17.40	-----	--/--/--
UNIFIRST	11/28/16	UNIFIRST CORPORATION DPW-UNIFORMS & SUPPLIES	035 4080271	01-5-703311.00 UNIFORMS	163.47	-----	--/--/--
UNIFIRST	11/28/16	UNIFIRST CORPORATION DPW-UNIFORMS & SUPPLIES	035 4080271	01-5-703507.00 SUPPLIES	2.13	-----	--/--/--
UNIFIRST	11/28/16	UNIFIRST CORPORATION DPW-UNIFORMS & SUPPLIES	035 4080271	01-5-703515.00 ADMINISTRATION	14.70	-----	--/--/--
UNIFIRST	11/28/16	UNIFIRST CORPORATION DPW-UNIFORMS & SUPPLIES	035 4080271	01-5-704311.00 UNIFORMS	30.80	-----	--/--/--
UNIFIRST	12/05/16	UNIFIRST CORPORATION DPW-UNIFORMS & SUPPLIES	035 4082666	01-5-703311.00 UNIFORMS	163.47	-----	--/--/--
UNIFIRST	12/05/16	UNIFIRST CORPORATION DPW-UNIFORMS & SUPPLIES	035 4082666	01-5-703507.00 SUPPLIES	2.13	-----	--/--/--
UNIFIRST	12/05/16	UNIFIRST CORPORATION DPW-UNIFORMS & SUPPLIES	035 4082666	01-5-703515.00 ADMINISTRATION	14.70	-----	--/--/--
UNIFIRST	12/05/16	UNIFIRST CORPORATION DPW-UNIFORMS & SUPPLIES	035 4082666	01-5-704311.00 UNIFORMS	30.80	-----	--/--/--
UNIFIRST	12/12/16	UNIFIRST CORPORATION DPW-UNIFORMS & SUPPLIES	035 4085021	01-5-703311.00 UNIFORMS	163.47	-----	--/--/--
UNIFIRST	12/12/16	UNIFIRST CORPORATION DPW-UNIFORMS & SUPPLIES	035 4085021	01-5-703507.00 SUPPLIES	2.13	-----	--/--/--
UNIFIRST	12/12/16	UNIFIRST CORPORATION DPW-UNIFORMS & SUPPLIES	035 4085021	01-5-703515.00 ADMINISTRATION	14.70	-----	--/--/--
UNIFIRST	12/12/16	UNIFIRST CORPORATION DPW-UNIFORMS & SUPPLIES	035 4085021	01-5-704311.00 UNIFORMS	30.80	-----	--/--/--
UNIFIRST	12/19/16	UNIFIRST CORPORATION DPW-UNIFORMS & SUPPLIES	035 4087457	01-5-703311.00 UNIFORMS	163.67	-----	--/--/--
UNIFIRST	12/19/16	UNIFIRST CORPORATION DPW-UNIFORMS & SUPPLIES	035 4087457	01-5-703507.00 SUPPLIES	11.38	-----	--/--/--
UNIFIRST	12/19/16	UNIFIRST CORPORATION DPW-UNIFORMS & SUPPLIES	035 4087457	01-5-703515.00 ADMINISTRATION	14.70	-----	--/--/--

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
UNIFIRST	12/19/16	UNIFIRST CORPORATION DPW-UNIFORMS & SUPPLIES 035 4087457	01-5-704311.00 UNIFORMS	30.80	-----	--/--/--
UNIFIRST	12/26/16	UNIFIRST CORPORATION DPW-UNIFORMS & SUPPLIES 035 4089819	01-5-703311.00 UNIFORMS	163.47	-----	--/--/--
UNIFIRST	12/26/16	UNIFIRST CORPORATION DPW-UNIFORMS & SUPPLIES 035 4089819	01-5-703507.00 SUPPLIES	2.13	-----	--/--/--
UNIFIRST	12/26/16	UNIFIRST CORPORATION DPW-UNIFORMS & SUPPLIES 035 4089819	01-5-703515.00 ADMINISTRATION	14.70	-----	--/--/--
UNIFIRST	12/26/16	UNIFIRST CORPORATION DPW-UNIFORMS & SUPPLIES 035 4089819	01-5-704311.00 UNIFORMS	30.80	-----	--/--/--
VERIZWIRE	12/04/16	VERIZON WIRELESS TM-DPW-FD-PD-CELL PHONES 9776462571	01-5-005532.00 T MNGR CELL PHONE	56.32	-----	--/--/--
VERIZWIRE	12/04/16	VERIZON WIRELESS TM-DPW-FD-PD-CELL PHONES 9776462571	01-5-703505.00 TELEPHONE	56.32	-----	--/--/--
VERIZWIRE	12/04/16	VERIZON WIRELESS TM-DPW-FD-PD-CELL PHONES 9776462571	01-5-550235.00 TELEPHONE & INTERNET	66.34	-----	--/--/--
VERIZWIRE	12/04/16	VERIZON WIRELESS TM-DPW-FD-PD-CELL PHONES 9776462571	01-5-475238.00 ADMIN TELEPHONE	56.32	-----	--/--/--
VMERS	12/29/16	VMERS DB DEC 2016 RETIREMENT DEC 16	01-5-005126.00 VT RETIREMENT	206.15	4095	01/04/17
VMERS	12/29/16	VMERS DB DEC 2016 RETIREMENT DEC 16	01-5-100126.00 VT RETIREMENT	429.12	4095	01/04/17
VMERS	12/29/16	VMERS DB DEC 2016 RETIREMENT DEC 16	01-5-200126.00 VT RETIREMENT	276.32	4095	01/04/17
VMERS	12/29/16	VMERS DB DEC 2016 RETIREMENT DEC 16	01-5-350126.00 VT RETIREMENT	276.32	4095	01/04/17
VMERS	12/29/16	VMERS DB DEC 2016 RETIREMENT DEC 16	01-5-425126.00 VT RETIREMENT	281.85	4095	01/04/17
VMERS	12/29/16	VMERS DB DEC 2016 RETIREMENT DEC 16	01-5-500126.00 VT RETIREMENT	186.09	4095	01/04/17
VMERS	12/29/16	VMERS DB DEC 2016 RETIREMENT DEC 16	01-5-703126.00 RETIREMENT	1589.11	4095	01/04/17
VMERS	12/29/16	VMERS DB DEC 2016 RETIREMENT DEC 16	01-5-704126.00 RETIREMENT	351.02	4095	01/04/17
VMERS	12/29/16	VMERS DB DEC 2016 RETIREMENT DEC 16	01-5-500126.00 VT RETIREMENT	1550.10	4095	01/04/17
VMERS	12/29/16	VMERS DB DEC 2016 RETIREMENT DEC 16	01-2-001111.00 VEMRS GRP B PAYABLE	3187.36	4095	01/04/17
VMERS	12/29/16	VMERS DB DEC 2016 RETIREMENT DEC 16	01-2-001113.00 VEMRS GRP C PAYABLE	2138.09	4095	01/04/17
VTCAREER	12/14/16	VERMONT CAREER FIRE CHIEF FD--2017 MEMBERSHIP DUES 2017 DUES	01-5-555342.00 FIRE DUES/MTGS/EDUC	75.00	4096	01/04/17
VTPUBLICS	11/30/16	STATE OF VT-DEPT OF PUBLI PD-VIBRS 7/1/16-6/30/17 71707	01-5-500535.00 VIBRS	662.00	4097	01/04/17
VTTREASUR	12/27/16	VERMONT STATE TREASURER SEP-DEC 16 ANIMAL LICs SEP-DEC16	01-2-001121.00 VT ANIMAL RETURN	60.00	4098	01/04/17
WRPC	12/13/16	SWISH WHITE RIVER LTD HWY--PAPER TOWELS W154687	01-5-703507.00 SUPPLIES	118.10	4099	01/04/17

12/29/16  
03:03 pm

Town of Norwich Accounts Payable  
Check Warrant Report # 17-16 Current Prior Next FY Invoices For Fund (General)  
All Invoices For Check Acct 01(General) 12/23/16 To 01/04/17

Page 6 of 6  
RRobinson

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
Report Total				84961.25		

To the Treasurer of Town of Norwich, We hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ \*\*\*\*84,961.25  
Let this be your order for the payments of these amounts.

FINANCE DIRECTOR   
Roberta Robinson

TOWN MANAGER: \_\_\_\_\_  
Dave Ormiston, Interim Town Manager

SELECTBOARD:

\_\_\_\_\_  
Christopher Ashley

\_\_\_\_\_  
Linda Cook  
Chair

\_\_\_\_\_  
Stephen Flanders

\_\_\_\_\_  
Dan Goulet

\_\_\_\_\_  
Mary Layton

7b.

**Miranda Bergmeier**

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**From:** Stephen Flanders <stephen.n.flanders@gmail.com>  
**Sent:** Monday, December 19, 2016 3:52 PM  
**To:** David Ormiston  
**Cc:** Miranda Bergmeier; Ashley Christopher; Cook Linda; Layton Mary; Goulet Dan  
**Subject:** Fwd: Selectboard draft minutes for 12-14-2016--Flanders amendment

Please include the following **added language** for consideration at the next regular SB meeting:

4. Budget Presentation (Discussion/Action Item). Based upon the motion from last meeting, the Selectboard confirmed that the Norwich Public Library, Advance Transit, and the Green Mountain Economic Development Corporation have been added to the warning for the 2017 Norwich town meeting. Selectboard members commented on the proposed budget. Goulet expressed concern that the Buildings and Grounds employees may be taking on more work than is necessary, such as mowing the athletic fields too often or preparing firewood for the town wood supply. **Flanders explained that those activities reflect a question of managing the existing staff productively and are not a budgetary issue; a budgetary matter would be to consider whether a department was overstaffed.** Cook expressed concern about the construction & demolition waste program. Selectboard members discussed the importance of minimizing cost increases, balanced with providing the services desired by town residents. Selectboard members agreed that, if any of them have specific recommendations for the budget, they will submit those to Ormiston no later than January 4, 2017.

Begin forwarded message:

**From:** Miranda Bergmeier <[MBergmeier@norwich.vt.us](mailto:MBergmeier@norwich.vt.us)>  
**Subject:** Selectboard draft minutes for 12-14-2016  
**Date:** December 19, 2016 at 2:02:27 PM EST

Draft minutes from the Selectboard meeting on December 14, 2016 have been posted on the Norwich website at <http://norwich.vt.us/wp-content/uploads/2016/12/draft-minutes-121416.pdf>

Miranda Bergmeier  
Assistant to the Town Manager  
Town of Norwich  
P.O. Box 376  
Norwich, VT 05055  
802-649-1419 x101

Please note that any response or reply to this electronic message may be subject to disclosure as a public record under the Vermont Public Records Act.

DRAFT Minutes of the Selectboard Meeting of Wednesday, December 14, 2016 at 6:30 pm

Members present: Linda Cook, Chair; Christopher Ashley; Dan Goulet; Mary Layton, Vice-Chair; Stephen Flanders; Dave Ormiston, Interim Town Manager; Miranda Bergmeier, Assistant to the Town Manager.

There were about 4 people in the audience.

Also participating: Abby Friedman, of Vermont League of Cities and Towns (VLCT) – via speakerphone; Claudette Brochu; Cheryl Lindberg

Cook opened the meeting at 6:32 pm.

1. Approval of Agenda (Action Item). Selectboard agreed to proceed with the agenda as drafted.
2. Public Comments (Discussion Item). Claudette Brochu handed out a paper showing her summary of town health insurance costs.
3. Town Manager Search (Discussion/Action Item). The Selectboard telephoned Abby Friedman, of VLCT, to ask her about VLCT's job candidate reference-checking questions and method. Friedman explained that, for those candidates identified by the Selectboard, Friedman will ask questions of former employers, colleagues, and named references submitted by the candidates. Friedman normally speaks to at least four people to get references. Friedman then gives the Selectboard a verbal and written summary, and is willing to attend a Selectboard meeting to report in person. The Selectboard agreed they were comfortable with the process as Friedman described. Ashley **moved** (2<sup>nd</sup> Flanders) to authorize the VLCT to move forward on reference checks and background checks on their two final candidates. **Motion passed.**
4. Budget Presentation (Discussion/Action Item). Based upon the motion from last meeting, the Selectboard confirmed that the Norwich Public Library, Advance Transit, and the Green Mountain Economic Development Corporation have been added to the warning for the 2017 Norwich town meeting. Selectboard members commented on the proposed budget. Goulet expressed concern that the Buildings and Grounds employees may be taking on more work than is necessary, such as mowing the athletic fields too often or preparing firewood for the town wood supply. Cook expressed concern about the construction & demolition waste program. Selectboard members discussed the importance of minimizing cost increases, balanced with providing the services desired by town residents. Selectboard members agreed that, if any of them have specific recommendations for the budget, they will submit those to Ormiston no later than January 4, 2017.
5. Errors & Omissions - ownership information for 722 Tigertown Road and current use calculations for 111 Bradley Hill Road, 157 Union Village Road, Parcel 10-078-000 Turnpike Road, and Parcel 10-078-300 Turnpike Road (Discussion/Action Item). Flanders **moved** (2<sup>nd</sup> Ashley) to approve the Errors and Omissions report from the Norwich Board of Listers dated December 8, 2016 revising the owner of record for 722 Tigertown Road, and revising the taxable values of 111 Bradley Hill Road, 157 Union Village Road, Parcel 10-078-000 on Turnpike Road, and Parcel 10-078-300 on Turnpike Road. **Motion passed.**
6. Public Safety Building Update (Discussion/Action Item). Ormiston reported that he has

begun professional services contract discussions with Jay White (architect), per the Selectboard's direction, and they are using the American Institute of Architects (AIA) contract as a base. If the town uses the United States Department of Agriculture's Rural Development (USDA RD) loan program, then USDA would require the AIA contract with certain additions. Ormiston has sent a contract draft to White. When White returns a response, Ormiston will submit that to legal counsel for review. The Selectboard agreed that they would like to meet prior to January 11, 2017 in order to review the contract before it is signed.

7. Interim Town Manager's Report (Discussion Item). Ormiston reported that the Electric Vehicle Charging Station located in front of Dan & Whit's had its official ribbon cutting on December 10<sup>th</sup>, which went very well. Tracy Hall staff is working with the Farmers Market to minimize open doors during events in cold weather, in order to conserve energy. The town outdoor skating rink was set up this week and will be ready to go after a few days of freezing weather.

8. Correspondence (Discussion/Action Item). Flanders **moved** (2<sup>nd</sup> Goulet) to receive correspondence from Claudette Brochu concerning the proposed town budget. **Motion passed.** Flanders **moved** (2<sup>nd</sup> Ashley) to receive correspondence from Douglas Farnham concerning the reappraisal evaluation for 2016. **Motion passed.**

9. Selectboard

a. Approval of the Minutes of the 11/16/2016 and 11/21/2016, 11/22/2016, and 11/28/2016 Selectboard meetings (Action Item). Flanders **moved** (2<sup>nd</sup> Ashley) to approve the minutes of the November 16, 2016, November 21, 2016, November 22, 2016, and November 28, 2016 Selectboard meetings. **Motion passed.**

b. Review of Next Agendas (Discussion/Possible Action Item). The board agreed to include items on the agenda for the next Selectboard meetings on January 4, 2017 and January 11, 2017:

January 4, 2017 –

- 1. Interim financing bond anticipation note
- 2. Jay White contract

January 11, 2017

- 1. Town Manager search
- 2. Budget Hearing
- 3. Town Manager contract
- 4. Warrant for 2017 town meeting
- 5. Pool Committee (possible item)

10. Town Manager Search (Discussion/Action Item).

a. Draft provisions of Town Manager contract (Discussion/Action Item). The Selectboard wants to include language in the Town Manager contract to address the St. Johnsbury court case. The board agreed to review sample contracts sent by Friedman of VLCT and also have an attorney review any possible contract.

Ashley **moved** (2<sup>nd</sup> Layton) to find that discussing the application materials and status of applicants for the position of Town Manager in public session would violate the applicants' rights to confidentiality. **Motion passed.**

Flanders **moved** (2<sup>nd</sup> Ashley) to enter executive session to discuss applicants for the position of Town Manager, pursuant to Title 1 VSA § 313(a)(3) of the Vermont Statutes. **Motion passed.**

The Selectboard entered executive session at 9:18 pm.

Flanders **moved** (2<sup>nd</sup> Ashley) to enter public session. Motion passed. The Selectboard moved into public session at 9:30 pm.

At this point, Flanders **moved** (2<sup>nd</sup> Goulet) to adjourn. Motion passed. Meeting adjourned at 9:31 pm.

by Miranda Bergmeier, Assistant to the Town Manager

Approved by the Selectboard on \_\_\_\_\_.

Linda Cook, Selectboard Chair

Next Meeting – January 11, 2017 at 6:30 PM

PLEASE NOTE THAT CATV RECORDS ALL REGULAR MEETINGS OF THE NORWICH SELECTBOARD.