State of Connecticut Town of Greenwich

Contract

Contract No. 6720

Town Department: Greenwich Public Schools

Division: Facilities	Account Name	Consulting Services	
Name and Milone & MacBroom, Inc		Control Contro	
Stephen R. Dietzko, PE Address 99 Realty Drive	Account Code	B6801789 59560 19145 B6801389 59530 19164	\$68,400.00 \$55,700.00
of Cheshire, CT 06410 Contractor	Total Amount	¢124 100 00	
Contractor	Of Contract	\$124,100.00	
This Agreement made this 1st day of Septemb the Town and Milone & MacBroom, hereafter called the 1. The Contractor agrees to furnish materials and contract documents hereto attached and made from 1 to 25. 2. The Town agrees to pay the price designated the proper agent of the Town. 3. This contract shall not be valid until approved Comptroller.	ne Contractor w d perform servi le a part hereof for such materi	ritnessed as follows: ces as shown in specific , and consisting of num als and services upon c counsel and countersign	cations and abered pages ertification by
	Its Vice Pres	sident Stephen R. D	rietzko, PE
STATE OF Conmatical	KNOWLEDGEMENT		
STATE OF Connecticut COUNTY OF Hew Haven } sscheshive Personally appeared Stephen R. Dietzko Vice Presiden (Name and title of Officer)		September -	7 . 2018
Stall 2 Dialeta Was Paralla	1 2001	D	1.
Personally appeared Stephen R- Oretzko, Vice I vesi alm	+ of W/10	ne + mesrum	, ChC.
Signer and sealer of the foregoing instrument, who being duly authorized and appoint instrument to be his free act and deed and the free act and deed of said Novi London	ed by the Board of D	rirectors of said Corporation, ack	
		1010 " C R	2110
	e	Notary Public (s	seal)
		my comm. expire.	s 10-31-18
INDIVIDUAL OR PARTNER (delete words in parent		GEMENT	377 (8
COUNTY OF ss			, 2018
Personally appeared		, (one	e of the members of the
partnership of		, sig	ner and sealer of the
foregoing instrument and acknowledged the same to be his free act and deed (and the	e free act and deed	of said partnership), before me	
Approved as to legal sufficiency		Notary Public (seal)	
Approved as to regal sufficiency			
Date	6		
		Town Counsel	
I hereby certify that the estimated amount of this contract does not exceed the une	ncumbered balance	s of amounts duly appropriated	and against which this contract i
chargeable as indicated hereon.	at the second	/11 0 M/	
Date		ig / //un	41
	Comptrol	ler //	
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PERSONAL SERVICE CONTRACT

Contract No. 6720

THIS AGREEMENT made and entered into this 1st day of September 2018, by and between the Town of Greenwich (hereinafter referred to as "Town"), acting herein by the undersigned official, and Milone & MacBroom (hereinafter referred to as "Contractor"), whose principal office is located at 99 Realty Drive, Cheshire, CT 06410 acting herein by Stephen R. Dietzko, PE Vice President, hereunto duly authorized.

WITNESSETH:

WHEREAS, the Town contemplates: Consulting Services

WHEREAS, the Town desires to retain the services of the Contractor to perform the following work: Consulting Services

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

- 1. Describe services to be performed: Design services for synthetic turf, including environmental investigation topographic survey, traffic feasibility, design and electrical engineering.
- 2. Describe method and terms of payment: Per invoice upon approval of contract by the Town of Greenwich Law Department and verification of time by the Director of Facilities.
- 3. This agreement consists of:

Personal Service Contract form (pp. 1 - *);

Exhibit A Insurance Requirements & Certificate of Insurance (pp. 9 - 14);

Other exhibit(s) (ves) entitled (pp. 15 - 24);

Other attachment(s) (yes/no) entitled (pp. 26);

for a total number of 35 numbered pages (hereinafter collectively referred to as "Contract")

- 3. Any conflict between this Contract and any invitation to bid, request for proposal, bid or response to request for proposal shall be resolved in favor of this Contract, with the exception that any provision of an invitation to bid, request for proposal, bid or response to request for proposal, that is attached as an Exhibit to this Contract, which Exhibit provides for a higher standard of obligation or service by Contractor, shall control as to the standard of obligation and service required of the Contractor and shall thereby supplement this Contract.
- 4. The Town may at any time, and for any reason, direct the discontinuance of the services and work contemplated under this Contract for a period of time. Such direction shall be in writing and shall specify the period during which the work shall be discontinued. The work shall be resumed on the dates specified in such direction, or upon such other date as the Town may thereafter specify in writing. The period during which such work shall have been discontinued shall be deemed added to the time for performance. Stoppage of work under this article shall not give rise to any claim against the Town.
 - 5. The service and work contemplated under this Contract shall be completed in full on or before June 30, 2019 with the option, if agreed by both parties, to extend the contract for the 2019/2020 school years.
- 6. The Town may at any time and for any reason terminate this Contract by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, services shall be paid for in such amount as shall compensate for the portion of the work satisfactorily performed prior to termination. Such amount shall be fixed by the Town after consultation with the Contractor and shall be subject to audit by the Town Comptroller. Termination under this section shall not give rise to any claim against the Town for damages for compensation in addition to that provided hereunder.
- 7. It is the intent of this Contract to secure the personal services of the Contractor or a duly authorized and competent representative(s) of the Contractor acceptable to the Town. Failure of the Contractor for any reason to make the personal service of such a person available to the Town to the extent necessary to perform the services required skillfully and promptly shall be cause for termination of this Contract.
 - 8. The Contractor shall not assign this Contract without prior consent of the Town in writing.
- 9. In the event of death or disability of the principal of the Contractor, any qualified partner or associate of the Contractor may be authorized, at the option of the Town, to continue to perform and complete all the terms, covenants and provisions contained in this Contract.
- 10. If the Contractor has been delayed and as a result will be unable, in the opinion of the Town, to complete performance fully and satisfactorily within the time allowed therefor, the Contractor, upon submission of evidence of the cause of the delay, satisfactory to the Town, shall at the discretion of the Town, be granted an extension of time for performance equal to the period that the Contractor was actually and necessarily delayed.

- 11. When the Town shall have reasonable grounds for believing that a) the Contractor will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, or b) a meritorious claim exists or will exist against the Contractor or the Town arising out of the negligence of the Contractor or the Contractor's breach of any provision of this Contract, then the Town may withhold payment of any amount otherwise due and payable to the Contractor hereunder. Any amount so withheld may be retained by the Town for such period as it may deem advisable to protect the Town against any loss and may, after written notice to the Contractor, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the Town. No person shall have any right against the Town or claim against the Town by reason of the Town's failure or refusal to withhold monies. No interest shall be payable by the Town on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Town.
- 12. The acceptance by the Contractor, his successors or assigns, of any payment made on the final requisition under this Contract, or of any final payment due on termination of this Contract, shall constitute a full and complete release of the Town from any and all claims, demands and causes of action whatsoever which the Contractor, his successors or assigns, have or may have against the Town under the provisions of this Contract.
- 13. The Contractor shall not assert any claim arising out of any supervisory act or omission by any agent, officer or employee of the Town in the execution or performance of this Contract against any such agent, officer or employee. The Contractor shall require each person supplying labor or materials to the Contractor to agree in writing to the Contractor not to make any claim against the Town, its officers, agents or employees by reason of such labor or materials, or by reason of any acts or omissions of the Contractor.
- 14. The Contractor shall indemnify and save harmless the Town and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease, death or other damages sustained by any person or persons injury or damage to or destruction of any property, directly or indirectly arising out of, relating to, or in connection with the work called for in the Contract, due to negligence, fault, or contractual default of the Contractor, its officers, agents, servants or employees, any of its subcontractors. However, the Contractor shall not be required to indemnify the Town, its officers, agents, servants, or employees, against any such damages occasioned by acts or omissions of the Town, its officers, agents, servants or employees, in connection with the work called for in the Contract.
- 15. The Contractor shall take out and maintain during the life of this Contract the types and amounts of insurance as are set forth in the attached Exhibit A. Before commencing the work called for in this Contract, the Contractor shall furnish the Town with a completed certificate of insurance on the Town form that is included in the attached Exhibit A evidencing such coverage.
- 16. Contractor agrees to comply in every respect with applicable State and Town laws, regulations and ordinances.
- 17. Contractor shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between the Town, its agencies, employees, agents and Contractor,

its employees and agents. Contractor assumes exclusively the responsibility for the acts of its employees and agents as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents and employees shall not be entitled to any rights and privileges of Town employees and shall not be considered in any manner to be Town employees.

Witnessed by: Signature 9/18/18 Date	By Horianne O'Donnell Its Chief Operating Officer
Signature Date Signature Signature	THE CONTRACTOR By Stephen R. Dietzko, PE Its Vice Principal President Date

STATUTORY SHORT FORMS OF ACKNOWLEDGMENT

Soptember 2018 by Stephen R. Dietzko, vice President name and title of officer/agent

of milone + mac Broom, Lnc a CT

name of corporation a CT

State or place of incorporation

corporation, on behalf of the corporation.

Notary Public
My Commission Expires 10-3 (-18

FOR A PARTNERSHIP:		
STATE OF)		
)	SS:	
COUNTY OF)		
The foregoing instru	ment was acknowledged before	me thisday of
, by		
, by	acknowledging partner or ag	gent
partner (or agent) on behalf of	name of partnership	artnership.
		Notary Public My Commission Expires:
BY ANY PUBLIC OFFICER, TRU	JSTEE, OR PERSONAL REPR	RESENTATIVE:
STATE OF)		
	SS:	
COUNTY OF		
The foregoing instru	ment was acknowledged before	
, by	name and title of posit	ion
	1	
	_	
		Notary Public
		My Commission Expires:

Insurance Requirement Sheet

Insurance Requirements: Before starting and until final completion and acceptance of the work called for in the Contract and expiration of the guarantee period provided for in the Contract, the Contractor and its subcontractors, if any, shall procure and maintain insurance of the types and amounts checked in paragraphs A through F below for all Contract operations.

 \square

\boxtimes	A.	General Liability, with minimum coverages for combined bodily injury and property damage liability of \$2,000,000 general aggregate, \$1,000,000 per occurrence including:
	\boxtimes	1. Commercial General Liability.
	\boxtimes	2. Town as additional insured.
		3. Owners and Contractors Protective Liability (separate policy in the name of the Town).
\boxtimes	В.	Comprehensive Automobile Liability, with minimum coverages of \$1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.
\boxtimes	C.	Excess Liability, with minimum coverage of \$5,000,000 in umbrella form, or such other form as approved by Town Department Head and Risk Management Director.
\boxtimes	D.	Workers' Compensation and Employer's Liability, with minimum coverages as provided by Connecticut State Statutes.
	E.	Professional Liability (for design and other professionals for Errors and Omissions), with minimum coverage of \$1,000,000. If the policy is on a claims-made basis, coverage shall be continually renewed or extended for three (3) years after work is completed under the Contract.
	F.	Other (Builder's Risk, etc.):
\boxtimes	G.	CERTIFICATE HOLDER: TOWN OF GREENWICH ATTN: BOARD OF EDUCATION. (Also fill in on ACORD Certificate of Insurance) 101 Field Point Road, Greenwich, CT 06830.

The Acord certificate of insurance form must be executed by your insurance agent/broker and returned to this office. The most current Acord form should be used for insurance documentation purposes. Company name and address must conform on all documents including insurance documentation. It is required that the agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that the Town of Greenwich is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" field. A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich has been endorsed onto the general liability policy as an additional insured is also mandatory. This letter must follow exactly the format provided by the Purchasing Department and must be signed by the same individual authorized representative who signed the Acord form, both of which must be signed with original ink "wet" signatures. If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional agent/broker letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.

The Contractor shall be responsible for maintaining the above insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of A:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.

(SAMPLE ENDORSEMENT LETTER)

AGENT/BROKER (LETTERHEAD)

(Date)

Eugene H. Watts, Senior Buyer Purchasing Department Town of Greenwich/Board of Education 290 Greenwich Avenue – Havemeyer Building Greenwich, CT 06830

Re: Milone & MacBroom, Inc

Town of Greenwich / Board of Education / Contract 6720

Consulting Services

Dear Mr. Watts:

The undersigned hereby certifies as follows:

- (1) I am a duly licensed insurance agent under the laws of the State of [insert State] and an authorized representative of all companies affording coverage under the Acord form submitted herewith;
- (2) The Town of Greenwich / Board of Education has been endorsed as an additional insured under the general liability policy no. [insert policy number], issued by [insert company affording coverage] to [name of insured];
- (3) The general liability policy referenced in paragraph (2) above meets or exceeds the coverage in Commercial General Liability ISO form CG 00 01 10 01, including contractual liability;
- (4) The policies listed in the Acord form submitted to the Town of Greenwich in connection with the above-referenced contract have been issued to the insured in the amounts stated and for the periods indicated in the Acord form; and
- (5) The Town of Greenwich shall be given thirty (30) days prior written notice of cancellation, lapse or restrictive amendment (except ten days notice of nonpayment) of the policies listed in the Acord form.

Sincerely,

Authorized Representative for all companies listed in the Acord form (Acord & Endorsement Letter must be signed by the same individual in blue ink)

A	CORD CERTIF	ICATE C	OF LIA	BILITY	/ INSURANC	E	4,1000
PRO	DUCER			NO RIGHTS	S UPON THE CERTIFICATI	MATTER OF INFORMATION OF E HOLDER, THIS CERTIFICATI AFFORDED BY THE POLICIE	E DOES NOT AMEND,
					INSUREER	S AFFORDING COVERAGE	
				INSURER A	A:		
Mill	work One, Inc.			INSURER 8	······································		
	Kenney Drive			INSURER (······································	***************************************	
Cra	nston, RI 02920			INSURER [<u> </u>		
COV	ERAGES			INSURER E	•		
THE OF C POL	POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISS CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WI CIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERM	ITH RESPECT TO	WHICH THIS C	ERTIFICATE	MAY BE ISSUED OR MAY P	ERTAIN, THE INSURANCE AFFO	RDED BY THE
INS R	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE(MM/		POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
	GENERAL LIABILITY			·		EACH OCCURRENCE	\$1,000,000
	COMMERCIAL GENERAL LIABILITY					FIRE DAMAGE (Any one fire)	
	☐ CLAIMS MADE ☑ OCCUR					MED EXP (Any one person)	
						PERSONAL & ADV INJURY	
						GENERAL AGGRREGATE	\$2,000,000
	GENERAL AGGREGATE LIMIT APPLIES PER:					PRODUCTS-COMP/OP AGG	
	☐ POLICY ☐ PROJECT ☐ LOC						
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO ALL OWNED AUTOS ANY PROPRIETOR/PARTNER/EXECUTIVE SCHEDULED					BODILY INJURY (Per person)	
	AUTOS HIRED AUTOS					BODILY INJURY (Per accident)	
	NON-OWNED AUTOS					PROPERTY DAMAGE	<u></u>
GARAGE LIABILITY						(Per accident)	
	□ ANY AUTO					AUTO ONLY-EA ACCIDENT	
						OTHER THAN AUTO ONLY:	EA ACC AGG
	EXCESS LIABILITY					EACH OCCURRENCE	\$5,000,000
	□ OCCUR □ CLAIMS MADE					AGGREGATE	\$5,000,000
	DEDUCTIBLE	-					·····
	☐ RETENTION \$						
	WORKERS COMPENSATION AND					X PER STATUTE	OTHER
	EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	-				E.L. EACH ACCIDENT	
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATION below)	4				E.L. DISEASE-EA EMPLOYEE E.L. DISEASE POLICY LIMIT	***************************************
	,				-	THE PROPERTY OF LANDIE PHANE	
	cription of operations/Locations/vehicLes/excLies Town of Greenwich / Board of Educations					o. 6720	
CER	TIFICATE HOLDER X ADDITIONAL INSURED; IN	SURER LETTER: _		CANCELLA	ATION		
	Town of Greenwich Board of Education 101 Field Point Road Greenwich, CT			SHOULD AI EXPIRATIO DAYS WRIT TO DO SO ITS AGENT	NY OF THE ABOVE DESCRI IN DATE THEREOF, THE ISS ITEN NOTICE TO THE CERT SHALL IMPOSE NO OBLIGA S OF REPRESENTATIONS	BED POLICIES BE CANCELLED UING COMPANY WILL ENDEAV IFICATE HOLDER NAMED TO T TION OR LIABILITY OF ANY KIN	OR TO MAIL 30 HE LEFT, BUT FAILURE
	00000	AUTHORIZED REPRESETNATIVE					

CONTRACT No. 6720

A.M. BEST

KEY RATING GUIDE FORM

The following insurance companies are licensed in the State of Connecticut per the 2016 edition of the A.M. Best Key Rating Guide for Property & Casualty.

	Company	Page No.	Rating
Α.	Travelers Insurance	558	A++
В.	Charter Oak Fire Insurance Co	122	A++
C.	Travelers Indemnity Company	558	A++
D.	Standard Fire Insurance Co.	522	A++
E.	XL Specialty Insurance Co.	161	А

EXHIBITA

SmithBrothers.

September 4, 2018

Eugene H. Watts, Senior Buyer Purchasing Dept. Town of Greenwich / Board of Education 290 Greenwich Ave. 101 Field Point Road Greenwich, CT 06830

RE: Milone & MacBroom, Inc. Town of Greenwich / Board of Education / Contract No. 6720 Consulting Services

Dear Mr. Watts:

The undersigned hereby certifies as follows:

- I am a duly licensed insurance agent under the laws of the State of Connecticut and an authorized representative of all companies affording coverage under the Acord form submitted herewith.
- The Town of Greenwich / Board of Education has been endorsed as an additional insured under general liability policy no 680-0L815771, issued by Travelers Casualty Insurance Company of America to Milone & MacBroom, Inc.
- The general liability policy referenced in paragraph (2) above meets the minimum coverage in Commercial General Liability ISO form CG 00 01 10 01, including contractual liability.
- The policies listed in the Acord form submitted to the Town of Greenwich in connection with the above referenced contract have been issued to the insured in the amounts stated and for the periods indicated in the Acord form; and
- The Town of Greenwich shall be given thirty (30) days prior written notice of cancellation, lapse or restrictive amendment (except ten days notice of nonpayment) of the policies listed in the Acord form.

Sincerely.

Vice President

Insurance | Surety | Risk Management | Benefits | Financial

ACORD

MILO&MA-01

PATRA5

CERTIFICATE OF LIABILITY INSURANCE

09/04/2018

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

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

PRODUCER	CONTACT Kristen D. Kane	CONTACT Kristen D. Kane				
Smith Brothers Insurance, LLC 68 National Drive Glastonbury, CT 06033	PHONE (AJC, No. Ext): (860) 430-3258 FAX (AJC, No.					
	ADDRESS: kkane@SmithBrothersUSA.com					
	INSURER(S) AFFORDING COVERAGE	NAIC#				
	INSURER A : Travelers Insurance	25674				
INSURED	INSURER B : Charter Oak Fire Insurance Co	25615				
Milone & MacBroom Inc.	INSURER C: Travelers Indemnity Company	25658				
99 Realty Drive	INSURER D : Standard Fire Insurance Co.	19070				
Cheshire, CT 06410	INSURER E : XL Specialty Insurance Co	37885				
	INSURER F :					

COVERAGES

CERTIFICATE NUMBER:

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

NSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000
	CLAIMS-MADE X OCCUR	Х	6	800L815771	06/30/2018	06/30/2019	DAMAGE TO RENTED \$ 1,000
							MED EXP (Any one person) \$ 5
							PERSONAL & ADV INJURY \$ 1,000
	GEN'L AGGREGATE LIMIT APPLIES PER:		9				GENERAL AGGREGATE \$ 2,000
	POLICY X PRO-						PRODUCTS - COMP/OP AGG \$ 2,000
В	OTHER: AUTOMOBILE LIABILITY		+				COMBINED SINGLE LIMIT S 1,000
	X ANY AUTO		BA0L818109	BA0L818109	06/30/2018	06/30/2019	(Ea accident) \$ 1,000 BODILY INJURY (Per person) \$
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
С	X UMBRELLA LIAB X OCCUR	-	+				EACH OCCURRENCE S 10,000
	EXCESS LIAB CLAIMS-MADE		C	UP0L81971A	06/30/2018	06/30/2019	AGGREGATE \$ 10,000
	DED X RETENTIONS 10,000						9
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	-					X PER OTH-
	ANY PROPRIETOR/PARTNER/EXECUTIVE N	NIA	U	B0L819167	06/30/2018	06/30/2019	E.L. EACH ACCIDENT \$ 1,000,
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$ 1,000,
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,
-	Professional Liab			PR9926366	06/19/2018	and the state of t	Each Claim 5,000,
E	RETRO: 04/01/1984		D	PR9926366	06/19/2018	06/19/2019	Aggregate 5,000,

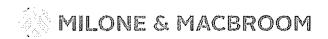
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE
POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED.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

Re: MMI #5062-08, Contract #6720, Hamilton Avenue School Field Project - Greenwich, CT. The Town of Greenwich and Board of Education are included as additional insureds as respects to General Liability per policy forms.

CERTIFICATE HOLDER	CANCELLATION
Town of Greenwich Board of Education 101 Field Point Road	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Greenwich, CT 06830	Kimbulay S. Connolly Rymbh (May 19)

ACORD 25 (2016/03)

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May 25, 2018

Revised: August 7, 2018

Mr. Daniel M. Watson Director of School Facilities Greenwich Public Schools 290 Greenwich Avenue Greenwich, CT 06830

RE: **Design Services for Hamilton Avenue School**

> **Contract Amendment** Greenwich, Connecticut MMI #5062-08-0

Dear Mr. Watson:

Pursuant to our recent conversations, we are pleased to provide the town with a contract amendment for professional landscape architecture, engineering design services, and environmental soil investigation to prepare bid documents for Hamilton Avenue School Field based on preliminary design Option #5. Site improvements include the following:

- Regrading the play field to improve player safety
- Importation of free-draining material and topsoil
- Raising the perimeter walkway in selective areas
- · Concrete stairs AT DURISUAGE
- Storm drainage
- Paved play area adjacent to the existing basketball court

It is assumed that no improvements will be made to the existing basketball court nor to the existing playground located to the east of the play field and north of the existing school.

Based on the history of impacted soils on the town's school properties, it is recommended that environmental soil investigation be conducted. The presence of impacted soils will influence final design and construction costs.

Milone & MacBroom, Inc. (MMI) previously completed a limited class T-2 topographic survey of the site and will need to expand the limits of the survey to accurately determine the implication of the abovementioned improvements.

Upon your acceptance, MMI will provide the services described below:

SCOPE OF SERVICES

1.0 **Topographic Survey**

This first phase of the design process will be devoted to supplementing the existing survey with additional information of the expanded area.

99 Realty Drive, Cheshire, CT 06410 | 203.271.1773 | www.MMinc.com

A Services - NIC. 2010 And TO Privater

Allawat FLS (AD)

- Supplement the previously completed topographic survey as the subject area has expanded. The supplemental survey information will conform to Topographic Accuracy Class "T-2" as defined by the "Minimum Standards for Surveys and Maps in the State of Connecticut." The survey will be tied to NAVD 88 vertical datum and NAD 83 horizontal datum with Connecticut state plane coordinates. Visible utilities will be located, and when accessible and applicable, inverts, pipe sizes, and pipe type will be provided. No other underground utility investigation will be provided.
- 1.2 Provide five signed and sealed prints as well as the AutoCAD drawing file.

2.0 <u>Environmental Soil Investigation</u>

- 2.1 Review the current site plans and refine the sampling program outlined below.
- 2.2 Mark the proposed boring locations and obtain a Call Before You Dig utility mark out.
- 2.3 Collect and analyze five samples of the existing topsoil in the northern portion of the site for possible pesticide content.
- 2.4 Conduct additional sampling throughout the project area. These samples will be collected using hand auger methods. Generally, samples will be collected from 0 to 24 inches below grade in the southern portion of the playing field and from 0 to 8 inches in the northern portion. The southern portion is known to have been filled with inappropriate materials. We anticipate collecting samples from approximately 20 unique locations throughout the project area. The work will require approximately 1 full day of field activities.
- 2.5 Prepare approximately 20 soil samples (one sample per boring) for subsequent laboratory analysis by a State of Connecticut certified testing laboratory. Each sample will be analyzed in accordance with the following parameters and/or constituents of potential concern:
 - 2.5.1 Polychlorinated biphenyls (PCBs)
 - 2.5.2 Metals (Connecticut Department of Energy & Environmental Protection's [CTDEEP] list of 15 metals) via mass analysis
 - 2.5.3 Extractable Total Petroleum Hydrocarbons
 - 2.5.4 Polyaromatic Hydrocarbons

Note that additional sampling will be required if soil is ultimately to be disposed of off site.

- 2.6 Document the sampling activities and summarize the results in a technical memorandum. The analytical results will be evaluated against the applicable CTDEEP Remediation Standard Regulation soil criteria.
- 2.7 Attend one meeting with the town to discuss the results and provide initial recommendations for the management or reuse of the site soils.

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3.0 Design Development

This phase of design will involve developing the conceptual design in sufficient detail to seek local regulatory approvals and refine the preliminary opinion of probable construction costs. The tasks associated with this phase are indicated below:

- 3.1 Update base mapping to reflect additional survey information.
- 3.2 Review the environmental soil memorandum and coordinate with the Licensed Environmental Professional (LEP) on a soil management plan.
- 3.3 Prepare design development plans for the proposed improvements at 20-scale. The plans will include the following:
 - 3.3.1 Layout of the proposed improvements
 - 3.3.2 Site grading
 - 3.3.3 Site utilities and drainage plan including supporting computations
 - 3.3.4 Landscape plan
 - 3.3.5 Erosion and sedimentation control plan meeting CTDEEP guidelines
 - 3.3.6 Typical site development details
- 3.4 Refine the preliminary opinion of probable construction costs.
- 3.5 Meet with the town to present and review the plans.
- 3.6 Meet with the town's land use staff to review the design development plans and to receive comments regarding the application process.
- 3.7 Revise the plans as required prior to submitting to the town for local approvals.

4.0 Regulatory Approvals

<u>Local Regulatory Permit Assistance</u> – During this phase of the project, MMI will work collaboratively with town staff to seek local land use approvals. It is anticipated that the Planning and Zoning and Architectural Review Committee will require approval.

- 4.1 Prepare the applications to the land use commissions including providing the appropriate number of prints and copies of reports. It is assumed that the town will be responsible for application fees (if any), identifying abutting owners of property and providing legal notices as may be required.
- 4.2 Participate in the meetings and hearings of the respective commissions by preparing color renderings of the plans, presenting the technical aspects of the proposed improvements, and making minor revisions to the plans in response to comments by the members of the commissions. For the purposes of this proposal, two meetings with each commission have been budgeted for.

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Preparation for and attendance at additional meetings will be billed at the attached hourly rates as an additional service. If necessary, we will provide assistance with the Effros litigation for a negotiated fee.

<u>Nonlocal Regulatory Permit Assistance</u> – It is assumed that this project will be funded through local dollars; therefore, state and federal permitting will not be required.

However, should coordination with CTDEEP or federal Environmental Protection Agency (EPA) be required pertaining to a Remedial Action Plan for impacted soils, a scope of services will be provided as an additional service.

A Stormwater General Permit for Construction Sites from CTDEEP, if required, will be deferred until the completion of final plans described in Task 5.0 below.

5.0 <u>Bid Documents</u>

The final phase of the design process will be devoted to the preparation of final plans, specifications, and construction documents suitable for public bidding by a qualified contractor. It is assumed that the project will be bid as a lump sum fee with a schedule of values.

- Prepare final site plans for the proposed improvements by refining the design development plans and incorporating comments from the town and conditions of approval that may be imposed by the local land use commissions if required. The plans will be prepared at 20-scale with detailed plans of specific areas where required and will include the following items:
 - 5.1.1 Existing conditions/removals plan
 - 5.1.2 Layout plan including coordinate geometry and dimensions
 - 5.1.3 Existing and proposed grading with spot elevations as appropriate
 - 5.1.4 Drainage plan and underdrainage plan including elevations, pipe size, and slopes
 - 5.1.5 Planting plan
 - 5.1.6 Erosion and sedimentation control plans including construction sequence and details
 - 5.1.7 Construction details
- 5.2 Prepare Construction Specifications Institute (CSI) technical specifications for the improvements using Connecticut Department of Transportation Form 817 as the basis with modifications for items specific to this project. It is assumed that the town will be responsible for front-end specifications. MMI will provide limited assistance with site-related front-end items.
- 5.3 Prepare an updated opinion of construction costs.
- 5.4 When the plans and specifications are nearing completion (approximately 80% to 85%), meet with the building official and engineering staff to review the site plans and seek comments for incorporation into the final documents.
- 5.5 Incorporating your comments, complete the plans and specifications suitable for bidding.

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- 5.6 Provide you electronic documents for bidding in PDF format including a Project Manual and Technical Drawings.
- 5.7 File an application to CTDEEP on behalf of the town for a Stormwater General Permit for Construction Sites if required. It is assumed that the town will pay the application fee to the State of Connecticut.

6.0 <u>Bid Assistance</u>

- Assist the town in seeking competitive bids for the construction of the improvements by performing the following:
 - 6.1.1 Providing, at direct cost, the appropriate number of plans and specifications
 - 6.1.2 Attending a prebid meeting
 - 6.1.3 Responding to contractors' reasonable questions and issuing addenda, if necessary, during the bidding period
 - 6.1.4 Analyzing the bid proposals and making a recommendation to the town regarding the award of the construction contract

TIME FOR COMPLETION

MMI will initiate the services described above upon a notice to proceed and expects to complete the services as follows:

Task 1.0 – Topographic Survey	4 to 6 weeks
Task 2.0 - Environment Soil Investigation	
Task 3.0 – Design Development	
Task 4.0 – Regulatory Approvals	
Task 5.0 – Bid Documents	
Task 6.0 – Bid Assistance	

PROFESSIONAL FEES

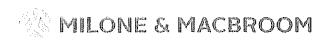
We will conduct the work noted in the above-referenced scope of services for the following fees:

Task 1.0 – Topographic Survey	(Lump Sum) \$3,200
Task 2.0 – Environmental Soil Investigation	(Lump Sum) \$7,500
Task 3.0 – Design Development	
Task 4.0 - Regulatory Approvals	
Task 5.0 – Bid Documents	
Task 6.0 – Bid Assistance	
Project Total	
	• • • •
Direct Expenses*	(Budget) \$10,500

*Note: Reimbursable expenses will be billed per the attached schedule of rates. Please also note that the

laboratory fee for the environmental soil testing is approximately \$9,000.

\$ 68400



June 14, 2018 (Revised August 22, 2018)

Mr. Daniel M. Watson Director of School Facilities Greenwich Public Schools 290 Greenwich Avenue Greenwich, CT 06830

RE: Design Services for Central Middle School Synthetic Turf Greenwich, Connecticut MMI #5062-10-0

Dear Mr. Watson:

Pursuant to our recent conversations, we are pleased to provide you with a scope of services and fee proposal for professional landscape architecture and engineering design services as well as environmental consulting services to convert the existing natural grass athletic fields into lighted synthetic turf fields at Central Middle School. Prior to this proposal, Milone & MacBroom, Inc. (MMI) was under contract with the Greenwich Parks and Recreation Department to conduct this study. Previously, we compiled a base map, prepared a soil test pit plan, and commissioned a private utility locator to locate underground utilities within the project limits. The next step in the process was to conduct test pits in the field; however, the project was put on hold, and test pits were not conducted. It is our understanding the Board of Education would like a proposal to begin where we left off and develop preliminary site plans sufficient in detail to determine probable construction costs.

It is understood that poor drainage has resulted in the loss of field usage time, poor quality natural grass, and potentially unsafe playing conditions. MMI has previously conducted a synthetic turf feasibility study for Central Middle School, which was based upon the town's Geographic Information Systems (GIS) mapping. It is our understanding that neither a class A-2 property boundary survey nor a T-2 topographic survey is available for this piece of property. Limited underground utility mapping is also available for this site. It is our intention to utilize the GIS base mapping from the previous study for initial test pit and site investigation purposes; however, a T-2 topographic survey with detailed existing stormwater and site utility infrastructure will be required to fully understand the impacts of installing a synthetic turf field.

Based on our findings from the tasks listed below, we will prepare a contract amendment to complete public outreach, regulatory permitting, and construction documentation for the project.

Our scope of services on this project will involve the following items:

Mr. Daniel M. Watson | Page 2 June 14, 2018 (Revised August 22, 2018)

SCOPE OF SERVICES

<u>Task 1.0 – Data Collection and Site Investigation</u>

This first phase of the design process will be devoted to collecting site-specific data regarding the existing conditions at the site including test pits, soil sampling and permeability testing, and the refinement of the improvement program.

- 1.1 Undertake a reconnaissance of the project site to observe the existing conditions and to identify issues that may have an impact on your desired improvement program and budget.
- 1.2 Undertake a site reconnaissance by one of our registered soil and wetlands scientists to delineate inland wetlands and watercourses on and/or adjacent to the existing field and prepare a letter stating the findings of the field visit. (This will be required to satisfy the needs of the local regulatory agencies in the future.)
- 1.3 Schedule and observe the test pits on site to examine the subsurface conditions for the purpose of determining the nature of the soil and establishing the criteria for managing subsurface drainage. It is understood that the town will provide a backhoe and operator for this task. We will coordinate with the town to determine the appropriate areas for the test pits. The town/machine operator will be responsible for contacting Call Before You Dig (811) prior to any excavation of test pits.
 - 1.3.1 Prepare a written summary of the observations and provide a test pit log.
 - 1.3.2 Perform percolation tests and/or take permeability samples to evaluate the subsurface drainage conditions.
- 1.4 Observe, by a geotechnical engineer, test pits on site and prepare a written summary of observations made of the underlying soils as they relate to their ability to support a synthetic turf field. Geotechnical borings, soil samples, and soil testing are not part of this scope of services; however, a recommendation will be made for future geotechnical exploration.
- 1.5 Meet with you to discuss the findings from the tasks above and other factors that could influence project costs.

Task 2.0 - Preliminary Environmental Investigation

The intent of the environmental investigation is to provide a screening of the site by reviewing its history and to identify uses or actions that may have resulted in impacted soils. Should the town decide to proceed with recommended improvements, further soil investigation may be required including taking soil samples and laboratory analysis.

- 2.1 Review by our environmental professional of available aerial photography and town records for indications of imported fill or to identify former uses of the land that may indicate the potential for the presence of impacted soils or other site contaminants.
- 2.2 Undertake a site reconnaissance and observe test pits by one of our environmental professionals to form a preliminary opinion on the presence of impacted soils.

Milone & Macbroom

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- 2.3 At this time, we have assumed that one sample will be collected from each of the 12 test pits and that those samples will be analyzed for the following:
 - 2.3.1 Polychlorinated biphenyls
 - 2.3.2 Polyaromatic hydrocarbons (PAHs)
 - 2.3.3 Heavy metals (arsenic, barium, cadmium, chromium, mercury, selenium, silver, and lead)
- 2.4 Upon receipt of the laboratory data, we will prepare a brief letter report that includes our observations and the results of the sample analyses.

<u>Task 3.0 – Topographic Survey</u>

The intent of providing topographic survey services is to understand stormwater utilities and their relationship to the existing grade. This will have an impact on stormwater management and design of the proposed improvements.

3.1 Undertake a site-specific survey of the existing conditions in the vicinity of the proposed playground areas. The survey will be prepared to a T-2 level of accuracy at 20-scale and will show the topography having a contour interval of 1 foot. The control will be established using Online Positioning User Service (OPUS) and will be tied to North American Vertical Datum 88 and North American Datum 83. Two control points will be shown on the final plans for use by the contractor in the layout of the improvements. Existing visible utilities on the site will be located and supplemented with information provided by the town from available sources.

Note: Class A-2 property boundary information is not part of this scope of services and is only recommended, provided that the project moves forward at a future date.

Task 4.0 - Traffic Feasibility Analysis

The intent of the traffic analysis is to establish a baseline of existing traffic conditions and to provide a preliminary opinion of potential traffic impacts on surrounding streets by making various improvements to the athletic fields at Central Middle School.

- 4.1 Undertake a field reconnaissance of the site environs and note general traffic patterns.
- 4.2 Meet with school administrators to discuss school activities that may conflict with expanded field use.
- 4.3 Obtain, as available, roadway traffic volume data, vehicle travel speed data, and any recent traffic studies for locations near the site from the Town of Greenwich and the Connecticut Department of Transportation (CTDOT).
- 4.4 Supplement the assembled data with new turning movement counts. At this time, we suggest budgeting for five intersections to be counted from 7:00 a.m. to 9:00 a.m. and 2:30 p.m. to 6:00 p.m.
- 4.5 Review traffic demands for up to three field utilization scenarios.

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- 4.6 Identify school activity conflicts with each scenario.
- 4.7 Review the site plans with regard to access and circulation, driveway placement, traffic control, and pedestrian considerations.

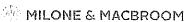
Task 5.0 - Preliminary Design

This phase of design will involve developing up to three conceptual designs in sufficient detail to refine the preliminary opinion of probable construction costs. The tasks associated with this phase are indicated below:

- 5.1 Conduct a project kickoff meeting with project stakeholders as identified by the town to discuss previously completed efforts, findings from Task 1.0, and the desired improvement program.
- 5.2 Update the base map incorporating the findings above and the T-2 topographic survey.
- 5.3 Prepare preliminary site plans for the proposed improvements at 30-scale, depicting the desired improvement program as determined by the committee in Task 3.1. Included will be preliminary layout, landscaping, grading, stormwater management, and typical details.
- 5.4 Prepare a budgetary opinion of probable construction costs based on recent cost data obtained for projects of similar scale and complexity.
- 5.5 Prepare a written summary pertaining to field usage, installation cost, and long-term maintenance costs based on desired sports surfacing.
- 5.6 Provide a color-rendered site plan and a summarized budgetary opinion of costs in PDF format.
- 5.7 Meet with the committee to discuss the conceptual design and the preliminary opinion of costs.
- 5.8 Prepare for and attend up to two public engagement meetings and document findings.
- 5.9 Meet with you and appropriate representatives of the project committee, land use officials, and town to discuss the desired improvements and regulatory approvals process.

Task 6.0 - Preliminary Electrical Engineering

- 6.1 Visit the site to evaluate existing electrical infrastructure and new service opportunities.
- 6.2 Meet with staff on site to discuss potential locations for a transformer and location of controls. It is assumed that this can be completed as part of Task 3.1.
- 6.3 Coordinate with Eversource as necessary.
- 6.4 Provide preliminary service and distribution design.
- 6.5 Provide preliminary lighting concepts in coordination with a selected manufacturer.



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- 6.6 Provide a schematic-level lighting layout and electrical infrastructure plan for up to two conceptual plans.
- 6.7 Revise the plan based on feedback from the town.
- 6.8 Provide schematic-level electrical details.
- 6.9 Provide a schematic-level opinion of cost for electrical infrastructure.

TIME FOR COMPLETION

MMI will proceed with the services under this agreement promptly and diligently in accordance with the above scope following acceptance of this proposal. It is understood that this work may be subject to delays due to weather, stakeholder scheduling, strikes, or any other cause beyond the reasonable control of MMI. The estimated time required to complete the above-noted services is as follows:

Task 1.0 - Data Collection and Site Investigation3 to 4 week	5
Task 2.0 - Preliminary Environmental Investigation (concurrent with Preliminary Design)4 to 6 week	5
Task 3.0 – Topographic Survey4 to 6 week	S
Task 4.0 - Traffic Feasibility Analysis (concurrent with Preliminary Design)4 to 6 week	
Task 5.0 – Preliminary Design6 to 8 week	S
Task 6.0 - Preliminary Electrical Engineering (concurrent with Preliminary Design)4 to 6 week	

PROFESSIONAL FEES

The services described above will be performed for a lump sum fee broken down as follows:

Task 1.0 - Data Collection and Site Investigation	\$7,500 📆
Task 2.0 – Preliminary Environmental Investigation	\$9,000***
Task 3.0 – Topographic Survey	
Task 4.0 – Traffic Feasibility Analysis	
Task 5.0 – Preliminary Design	
Task 6.0 – Preliminary Electrical Engineering	\$4,000
Direct Expenses	

^{*}Please note that the fee for Preliminary Environmental Investigation includes \$4,500 of laboratory analysis.

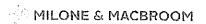
TOTAL\$55,700

STANDARD TERMS AND CONDITIONS

This proposal is subject to our Standard Terms and Conditions, which are attached hereto and incorporated herein.

EXCLUSIONS AND LIMITATIONS

In submitting this proposal, we make no representation that the project will receive all necessary regulatory approvals.



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GREENWICH PUBLIC SCHOOLS

"Setting the Standard for Excellence in Public Education"

27 August 2018

Eugene Watts – Sr Buyer Greenwich Public Schools 290 Greenwich Avenue Greenwich, CT 06830

Re: Milone & MacBroom Inc. — SINGLE SOURCE LETER

Hamilton Avenue — Field Project

Central Middle School — Field Project

Dear Mr. Watts,

Please accept this letter as rationale to move forward with Milone & MacBroom, Inc. (MMI) to provide professional services, as they relate to the Hamilton Avenue Field Project and Central Middle School Field, without utilization of a competitive bid process.

MMI had previously been engaged by the Town of Greenwich Parks and Recreation Department, as well as the Board of Education, to provide conceptual concepts and cost estimates to alleviate issues pertaining to the levelness of the playfield. This information that should assist in the endeavor and hopefully provide the BOE with cost savings as they pertain to professional services.

This office has reviewed the attached proposal (MMI #5062-10-0) and finds that the Professional Fees are in line with previously accepted proposals.

_Thank you,

Dan Watson

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