



Town of Bolton Facility Assessments



Kathy McCavanagh Selectman's Office, Town of Bolton 222 Bolton Center Road, Bolton, CT, 06043

January 21, 2025

Arcadis US., Inc. 4301 North Fairfax Drive, Suite 530 Arlington, VA 22203 M +1 703 203 8879

www.arcadis.com

Subject:

Proposal for Bolton Town Facility Condition Assessments

Dear Ms. McCavanagh:

Arcadis is pleased to submit this proposal to provide Facility Condition Assessments (FCAs) of the properties within the subject area of Bolton, CT.

Project Understanding

The Town of Bolton (the Client) wants to conduct FCAs to assess the current state and find any major problems that need more investigation or could impact the continued usability of the buildings. The FCAs will help with decision-making regarding future master planning and utilize the current town buildings to their fullest extent.

Arcadis will use in-house technical experts to complete and perform QA/QC on the findings and any rehabilitation recommendations that are developed during the assessment.

Why Arcadis?



Industry Leading Experts: Our team is comprised of experienced subject matter experts backed by a multi-disciplined design and engineering team, including master planning professionals in our award-winning Architecture + Urbanism division.



Improving Quality of Life: Arcadis is committed to developing sustainable solutions that improve quality of life for people and communities. We are the best choice to provide compliance guidance to your organization, and to help you achieve your sustainability goals.



Cutting Edge Technology: Our team deploys industry-leading technologies in our data collection, analysis and reporting. These tools will bring you efficiency, quality, and consistency in our deliverables for this project or across your entire portfolio of built assets.

Please allow us to offer our sincere gratitude for allowing our team to prepare this proposal for services on this project. If we can provide you with any further information, please reach out to us using the contact information provided below.

Sincerely,

Ed Macdonald, MRICS

Practice Leader, Technical Due Diligence Email: ed.macdonald@arcadis.com

Mobile: +1 703 203 8879



Table of Contents

TECHNICAL DUE DILIGENCE APPROACH	
PROJECT SPECIFIC DETAILS	
PROPOSED TEAM2	
SCOPE OF SERVICES	
TASK 1: FACILITY CONDITION ASSESSMENT (FCA)2	
SITE SYSTEMS3	
STRUCTURAL SYSTEMS3	
ROOF SYSTEMS	
BUILDING EXTERIOR ELEMENTS3	
INTERIOR FINISHES3	
MECHANICAL/HVAC, ELECTRICAL, PLUMBING (MEP) SYSTEMS	
FIRE AND LIFE SAFETY	
ACCESSIBILITY3	
TASK 2: CAPITAL EXPENDITURE TABLES	
TASK 3: PRESENTATION OF FINDINGS & RECOMMENDATIONS	
PROJECT DELIVERABLES AND SCHEDULE	
FEE PROPOSAL5	
SIGNATURE PAGE8	
APPENDIX A – GENERAL TERMS AND CONDITIONS9	
FOR PROFESSIONAL SERVICES 9	
APPENDIX B – SPECIAL TERMS AND CONDITIONS	
. TECHNICAL DUE DILIGENCE SERVICES SPECIAL TERMS AND CONDITIONS 20	



TECHNICAL DUE DILIGENCE APPROACH

Arcadis' Technical Due Diligence (TDD) team has extensive experience performing property and facility condition assessments and providing risk-based, short-and long-term capital improvement plans for a range of facility types, including commercial, industrial, low rise and high rise buildings. We take a holistic approach to evaluating current conditions, energy efficiency, and future needs to ensure that any interventions provide value and maximum impact.

Our technical due diligence (TDD) services start with getting to know your goals and objectives. We listen to you and your stakeholders, so that we can produce a report that meets your needs. After we learn what you need, we conduct a condition assessment, which involves a visual, non-destructive evaluation of the building and base-building systems to assess the component condition, age, useful life, and criticality.

We use the findings of these assessments to suggest how to address the observed deficiencies, component replacements and improvement projects. Our staff is well-informed on the latest repair methods and materials and collaborates with our design, cost and project management teams to offer complete solutions for complex interventions.

Our reporting includes a risk-based written report to support the suggestions we make. The report is meant to provide a thorough analysis of the building, with an emphasis on the areas that need action. Arcadis has done assessments for various clients with different focuses, but they all have high standards for precise, practical, risk-based suggestions.

Services and Expertise



Client Benefits

- ✓ Diverse technical capability and full inhouse asset lifecycle advisory teams
- Responsive ability to meet typical fast track client reporting requirements
- ✓ In-house developed software tool facilitating smart reporting functionality and data analytics
- Extensive Due Diligence experience and credibility with institutional lenders
- A long history of delivering for our clients.

Proposal

Technical Due Diligence



PROJECT SPECIFIC DETAILS

PROPOSED TEAM

Firms Don't Manage Projects, People Do. We know how important it is to have the right team on the job. We recruit the best talent in the industry, provide on-going training and development, and support our staff with the resources they need to take great care of our clients. Members of your team will provide you with the knowledge and expertise best suited to the unique needs of your project.

A successful project requires due diligence and consulting experience as well as the organizational commitment to lead at the highest level of professional involvement. We understand that your success is a measure of ours. It is our standard practice to deliver projects using consistent processes and procedures, while remaining highly flexible.

Your Primary Contact for this assessment, Jay Stevenson from our TDD team, will be the main contact for all operational issues including internal and external organization of the project team as well as project management in terms of costs, time and quality. He will lead the necessary meetings and reporting requirements for all aspects of the Project.

SCOPE OF SERVICES

TASK 1: FACILITY CONDITION ASSESSMENT (FCA)

The FCA will be performed in general accordance with the ASTM Standard E2018, Guide for Property Condition Assessments: Baseline Property Condition Assessment Process (ASTM E2018). In addition to the baseline ASTM E2018 scope Arcadis will perform a limited Accessibility Survey to assess whether the building meets ADA requirements.

The purpose of the FCA exercise is primarily directed at noting construction defects, components that appear to exhibit less than expected service life, or systems that appear to have been poorly maintained. They are not intended to address routine maintenance items or to develop detailed remedial plans for identified problems. The services are qualitative in nature and do not include engineering calculations, design or site testing.

We will provide an opinion of required short-term capital expenditures, subject to a materiality threshold of \$5,000 for reported deficiencies requiring correction over the next 0-10 years. This threshold can be adjusted if needed.

The evaluation will include a site visit to observe the building and site systems, interview building management and maintenance personnel, and review available maintenance systems, design, and construction documents, and plans. At a minimum, the following areas will be evaluated:

Proposal

Technical Due Diligence





SITE SYSTEMS

We propose to visually evaluate site systems for the removal of stormwater and evidence of poor drainage and/or erosion potential. We will also review the condition of pavements, site concrete, retaining walls, fencing, landscaping, site grading, stormwater drainage features, and other site features.



STRUCTURAL SYSTEMS

We propose to observe the structural systems for visible signs of distress (wall cracking, displacement, etc.) and will report our findings.



ROOF SYSTEMS

We propose to visually evaluate the condition of the roof system, accessories, and details. The evaluation will be completed from ground level and readily accessible low-slope roof areas. If we cannot access certain roof sections, we will complete our evaluation from the best available vantage point. We have not allowed for entering attic spaces (where applicable) to evaluate the underside of the roof deck and roof structure.



BUILDING EXTERIOR ELEMENTS

We propose to visually observe the exterior wall system, window and door systems for visible evidence of deficiencies, continuity of seals, and other types of distress and will report our findings. We propose to review available flashing and connection details for drainage design and observe the condition and placement of expansion joints. We propose that our visual observations will be based on those conditions that can be observed from ground level.



INTERIOR FINISHES

We propose to visually observe a representative sample of the interior finishes of the property and report on their condition.



MECHANICAL/HVAC, ELECTRICAL, PLUMBING (MEP) & CONVEYING SYSTEMS

We propose to observe the age and condition of the MEP and related building systems and will comment on their condition and visible deficiencies. The proposed review will include a discussion of utilities presently serving the property.



FIRE AND LIFE SAFETY

We propose to observe the age and condition of the fire and life safety elements and will comment on their condition and visible deficiencies. The elements to be surveyed include structural fire protection, means of egress, fire suppression systems, and fire detection and alarm systems.



ACCESSIBILITY

We will complete a cursory level evaluation of the property to determine compliance with applicable accessibility guidelines including the Americans with Disability Act (ADA) and applicable State statues.

Proposal

Technical Due Diligence



PROJECT DELIVERABLES AND SCHEDULE

Deliverables

Arcadis will provide the following deliverables for the project:

- Draft report per building highlighting key findings from our assessment and any immediate areas of concern and recommendations for further evaluation. Report to be issued in pdf format.
- Final Reports per site after receipt of one set of consolidated comments.

Health and Safety deficiencies or immediate needs that pose a hazard to building users or the public will be reported to the client within 24 hours of our site assessment.

Schedule

We propose to perform the services based on the following schedule:

Stage	Period	Deliverable
Site Assessment Scheduling	15 Business Days after receipt of signed contract; confirmation of a mutually agreed upon contract terms	n/a
Draft Report	To be issued as site visits are completed; no more than 20 BD after completion of each building's site visit.	Draft Report
Final Report	3 BD after receipt of one set of consolidated comments	Final Report

The above proposed schedule assumes that Arcadis will be provided with prompt access to any applicable building records (i.e., within 5 business days of assignment) and that access to all buildings will be made available on the dates of the site visit with accompaniment by building engineering and facilities staff.

There will be an information cut-off date 10 business days before the issue of our deliverable to allow our teams to complete reporting and analysis.

Proposal

Technical Due Diligence



FEE PROPOSAL

We propose to perform the services for the lump sum fees below:

Task	Total
Facility Condition Assessment – Town Hall	\$10,000.00
Facility Condition Assessment – Senior Center	\$10,000.00
Facility Condition Assessment – Bolton Center School	\$12,000.00
Facility Condition Assessment – Bolton High School	\$12,000.00
Facility Condition Assessment – Bentley Memorial Library	\$9,000.00
Facility Condition Assessment – Fire Station	\$10,000.00
	\$63,000.00
Alternates	Fee
	100
Facility Condition Assessment - Town Garage	\$4,000.00
Facility Condition Assessment - Town Garage Facility Condition Assessment - Building and Grounds Garage	
	\$4,000.00
Facility Condition Assessment - Building and Grounds Garage	\$4,000.00 \$4,000.00
Facility Condition Assessment - Building and Grounds Garage Facility Condition Assessment - Community Voice Channel	\$4,000.00 \$4,000.00 \$6,500.00
Facility Condition Assessment - Building and Grounds Garage Facility Condition Assessment - Community Voice Channel Facility Condition Assessment - Herrick Park	\$4,000.00 \$4,000.00 \$6,500.00 \$8,000.00
Facility Condition Assessment - Building and Grounds Garage Facility Condition Assessment - Community Voice Channel Facility Condition Assessment - Herrick Park Facility Condition Assessment - Indian Notch Park	\$4,000.00 \$4,000.00 \$6,500.00 \$8,000.00 \$8,000.00

^{*}Arcadis' reasonable travel expenses will be recharged at cost.

Client Responsibilities

- We will require the client to facilitate access to the properties including a representative sample of the interior tenant spaces, common areas and roof areas. Arcadis will not provide ladders/lifts for roof access.
- We have budgeted for one mobilization. If a second visit is required due to access limitations, additional fees will be required.
- Requested information and documentation will be provided in a timely manner and the information is well organized.
- The client is to provide a full list of buildings including parcel IDs, ownership entities, parcel sizes, building sizes, construction dates to facilitate the reporting process.

Limitations

- Travel and expenses are not part of the fixed fee and will be recharged at cost.
- Should the necessity of any additional services become apparent during the project execution, we will
 immediately inform the client. We will, of course, not begin providing additional services without obtaining the
 client's approval first.

\$42,500.00

^{**}Pre-payment of fees may be required subject to completion of financial credit checks

Proposal

Technical Due Diligence



- The proposed scope of services is limited by scope time and fee. The intent is to provide a high-level summary
 of the condition of the buildings within the study area based on a limited visual assessment.
- The report will be in general accordance with the requirements of ASTM 2018-15 and is not intended to be destructive to the property to gain access to hidden conditions. We do not propose to complete a calculation of floor areas or perform any destructive testing or uncover or expose any system members. We will document the type and extent of visually apparent defects in the systems to perform the condition assessment. The proposed report will be provided to and may be relied upon by the client, only.
- As the scope of services is limited to visual observations, the proposed assessment will not identify conditions hidden by interior finishes, exterior finishes or within any enclosed construction or equipment. In addition, as the proposed assessment is limited in scope, time on site and fee, Arcadis does not propose to access all areas of the property but will endeavor to access a sample of the areas. As such, the proposed evaluation and resulting work product will not warrant or guarantee that conditions noted in the areas observed will not vary from other areas not observed. In addition, the findings and recommendations of the proposed evaluation will not be based upon a comprehensive engineering study.
- The proposed evaluation and work product is not intended to be a complete review of all systems or a check of design professional's computations. The observations and resulting work product of the proposed evaluation will not warrant or guarantee the performance of any building system or site improvement.
- The proposed scope of services includes only those items specifically indicated and does not include any
 environmental services such as (without limitation) sampling, testing, or evaluation of asbestos, lead-based
 paint, lead-in-water, indoor air quality, PCB's, radon, mold, or any other potentially hazardous materials, airborne toxins or issues not outlined in the previous scope of services.

Proposal

Technical Due Diligence



Terms and Conditions

Our proposal is subject to agreement of mutually agreeable Terms and Conditions Arcadis has submitted its standard client terms and conditions (Appendix A) Special Terms and Conditions also apply (Appendix B)

Reliance & Disclosure

Disclosure (on Non-reliance basis)

On condition that the disclosure is made for information purposes only and any such recipients confirm in writing that they will not rely on the Report, you may disclose the Report to:

- (a) your agents and professional advisers (including your auditors),
- (b) any rating agency;
- (c) to any person or institution in connection with or in contemplation of a securitization or other transaction having a similar effect; and
- (d) any future owners or prospective purchasers of any interest in the Property.

You and any principals of your organization, including ultimate beneficiaries or stakeholders, collectively and individually, agree to defend, indemnify, and hold Arcadis harmless from any and all actions, brought under any legal or equitable theory arising from or related to such disclosure of a report on a non-reliance basis.

Technical Due Diligence



Signature Page

This PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is entered into and made effective as of this (the "Effective Date").			
	arty" and collectively the "Parties")		
CLIENT	Arcadis		
Name:(the "Client") Address 1: Address 2: City: State: Zip:	Name: ("Arcadis") Address 1: Address 2: City: State: Zip:		
	The parties hereto acknowledge and agree that when individual Work Authorizations are necessary hereunder, all such Work Authorizations will be issued and executed by the appropriate Arcadis entity authorized and licensed to perform work in the respective state, country or province where the work is being performed.		
	RESENTATIVES		
CLIENT REPRESENTATIVE Mail Originals: Attention: Telephone: Fax: With Copies To:	ARCADIS REPRESENTATIVE Mail Originals: Attention: Telephone: Fax: With Copies To:		
Attention: Telephone No.:	Attention: Telephone:		
3. GENERAL TYPES OF SERVICES TO BE PERFORMED Cheek seek appropriate hear.	4. SPECIAL TYPES OF SERVICES TO BE PERFORMED		
Check each appropriate box:	Check each appropriate box:		
☐ Environmental ☐ Infrastructure ☐ PM/ CM ☐: Other The specific Services performed under this Agreement are detailed in the Work Authorizations approved by the Client	☐ Phase I ESA ☐ TDD (Technical Due Diligence) ☐ Asbestos & Other Hazardous Materials ☐ PM / CM ☐ GPS / REACH		
and Arcadis attached hereto as Exhibit C.	PRACTICAL		
The following documents, as applicable, are attached hereto and are incorporated herein and form part of this Agreement: Arcadis Proposal Exhibit A: General Terms and Conditions for Professional Services Exhibit(s) B: (As applicable to the scope) Special Terms and Conditions for Professional Services			
	CUTION		
In witness hereof, and in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties have caused this Agreement to be executed on the day and year first set forth above.			
Client	Arcadis		
By:	Ву:		
Name:	Name:		
Title:	Title:		

Proposal
Technical Due Diligence



Appendix A – General Terms And Conditions For Professional Services

- Business/ contract terms

Proposal

Technical Due Diligence



1. WARRANTY/SERVICES TO BE PROVIDED

- 1.1 Arcadis shall perform the professional Consulting Services ("Services") required under this Agreement in accordance with standard of care, skill, training, diligence and judgment normally provided by competent professionals who perform work of a similar nature, at the time and in the same geographical regions as the work described in this Agreement and any Work Authorization. No other warranty or guarantee is expressed or implied, and no other provision of this Agreement will impose any liability upon Arcadis in excess of this standard of care. Unless Arcadis expressly agrees otherwise in writing, any items not manufactured by Arcadis (including incidental materials and consumables used in the Services) shall carry only the warranty that the original manufacturers provide, and Arcadis gives no warranty on behalf of the manufacturers of such items.
- 1.2 Arcadis agrees to correct, at its own expense, any Service provided under this Agreement that does not conform to the standard of care herein for a period of one (1) year following the completion of that Service.
- 1.3 Services performed under this Agreement may be more fully described in specific detail in individual Work Authorizations approved by the Client and Arcadis and attached hereto, and which shall constitute a part of this Agreement. The parties hereto acknowledge and agree that when individual Work Authorizations are necessary hereunder, all such Work Authorizations will be issued and executed by the appropriate Arcadis entity that is authorized and licensed to perform services in the respective state, province or country where the work is being performed. Arcadis shall not subcontract the whole or any part of the Services (other than to its affiliates or subsidiaries) without first receiving the consent of Client. Arcadis may perform the Services through a combination of its own employees and employees of its Affiliates and that the use of such Affiliate labor shall not be deemed a subcontract for purposes of this Agreement.
- 1.4 Arcadis shall have no obligation to commence the Services as stipulated in this Agreement and/or any associated Work Authorization until both this Agreement and the applicable Work Authorization are fully executed and delivered to Arcadis. Any schedule requirements applicable to Arcadis Services will be set forth in the Work Authorization. The Parties acknowledge and agree the Terms of this Agreement are primarily intended to govern Services performed in the United States. For any proposed Services performed outside of the U.S., the parties will address the relevant terms of those Services specifically in the Work Authorization, including but not limited to matters of governing law and any regulations of local concern to the jurisdiction where the Services are to be performed. In the event proposed work in a foreign jurisdiction creates changed obligations, including but not limited to health or safety concerns, currency rates, taxes, limitations of liability, insurance, indemnity or performance standards, Arcadis shall notify the Client, and Arcadis shall have no obligation to accept or proceed with any work under this Agreement or any proposed Work Authorization.
- 1.5 This Agreement shall remain in effect until terminated in accordance with the specifications noted in Section 3, herein.
- 1.6 At any time after execution of this Agreement, Client may request changes in Arcadis Services consisting of additions, deletions, and revisions within the general scope of services being performed by Arcadis under this Agreement and/or any applicable Work Authorizations. Whenever a change in the scope and/or time for performance of services occurs, or if Client has notified Arcadis of a change, Arcadis shall submit to Client within a reasonable time a written estimate of the changes in cost and/or schedule, with supporting calculations and pricing. Pricing shall be in accordance with the pricing structure of this Agreement. In addition, should Arcadis be obstructed or delayed in the commencement, performance or completion of the Services, without fault on its part, then Arcadis will be entitled to an adjustment in compensation and/or an extension in the schedule.
- 1.7 Notwithstanding the above, Client may direct Arcadis in writing to perform the change prior to approval of price and schedule adjustments by Client. If so directed, Arcadis shall not suspend performance of this Agreement during the

Proposal

Technical Due Diligence



review and negotiation of such change, as long as the change is a reasonably foreseeable alteration of the Services originally contemplated.

PAYMENT TERMS

- 2.1 Client agrees to pay for the Services performed by Arcadis in accordance with this Agreement and any approved Work Authorization. In the event the Client, its successors and assigns are comprised of more than one individual or other legal entity (or any combination thereof), then each and every obligation or undertaking herein to be fulfilled or performed by Client shall be the joint and several obligation of each, including but not limited to responsibility for any payment obligations under this Agreement, regardless. The Work Authorization may also specify any required Mobilization Fee or other Retainer, Lump Sum Fees, then-current Hourly Billing Rates, and Reimbursable Expenses. Arcadis will adjust its rates on an annual basis, and at a minimum in accordance with the CPI-U Index plus one percent. For project sites located in the United States, payment shall be made in U.S. dollars. For project sites located outside the United States, payment shall be made in the currency as set forth in the individual Work Authorization. Furthermore, for project sites located outside the United States, responsibility for any taxes will be addressed in the Work Authorization.
- 2.2 Arcadis shall invoice the Client every thirty (30) days for Services in accordance with Arcadis standard invoicing practices; provided however, Arcadis may in its reasonable discretion, invoice the Client in advance and/or bi-weekly, unless contrary to regulations or the Client's procurement procedures. Invoices are due and payable on receipt and should be remitted by check or wire transfer of immediately available funds as follows:

Bank: Bank of America

ACH Bank routing (ABA) number: 071 000 039

Wire Transfer routing (ABA) number: 026 009 593

Account number: 8188093937

Account name: Arcadis US, Inc. Lockbox Account SWIFT Code for international payments: BOFAUS3N

Send eMail notifications of payment to:

Remit-Mailbox@arcadis-us.com

To send a check, use the following information (FOR U.S. MAIL and COURIER DELIVERY)

Please Remit To: Arcadis US, Inc. 62638 Collections Center Drive Chicago, IL 60693-0626

- 2.3 If Client fails to make any payment due Arcadis for services and expenses within thirty (30) days after receipt of invoice, the amounts due Arcadis will be increased at the rate of 1.5% per month, or the maximum rate of interest permitted by law for accounts not paid within thirty (30) days.
- 2.4 If Client reasonably objects to any portion of an invoice, the Client shall provide written notification to Arcadis of Client's objection and the basis for such objection within fifteen (15) days of the date of receipt of the invoice, and

Proposal

Technical Due Diligence



the Parties immediately shall make every effort to settle the disputed portion of the invoice. Client shall waive any objections to Arcadis invoice if it fails to timely provide such written notice to Arcadis. The undisputed portion shall be paid immediately and Client shall not offset amounts due Arcadis under a Work Authorization for any credit or disputes arising under a different Work Authorization. If payment of undisputed invoices by Client is not maintained on a current basis, Arcadis may, after giving seven (7) days' written notice to Client, suspend further performance until such payment is restored to a current basis. All suspensions shall extend the time for performance by a length of time equal to the duration of the suspension, and Arcadis shall be paid for Services performed and charges incurred prior to the suspension date, plus suspension charges. Suspension charges shall include, without limitation, putting of documents and analyses in order, personnel and equipment rescheduling or reassignment adjustments, additional insurance/bonding coverage, extended overhead and costs, and all other related costs and charges incurred and attributable to suspension.

2.5 If Arcadis is required to respond to legal process arising out of a proceeding related to the Services, Client or Site, then Client shall promptly reimburse Arcadis for its reasonable fees and expenses (including without limitation reasonable attorney's fees and other legal costs incurred by Arcadis in response to a subpoena, or request for the production of documents, for appearance of an Arcadis employee and/or agent at a deposition, trial or other legal proceeding) – provided that Arcadis is not a named party to such legal proceeding.

TERMINATION OF AGREEMENT

- 3.1 Termination for Convenience Either Party may terminate this Agreement and any associated Work Authorizations for its convenience after giving five (5) days' written notice to the other Party. However, Arcadis shall not have the right to terminate this Agreement, without cause, prior to completion by Arcadis of all Services required under the Agreement or any outstanding Work Authorizations. In the event Client terminates Arcadis services without cause and/or for Client's convenience, Client shall be liable to promptly pay Arcadis for all work performed through the date of termination, all of Arcadis expenses directly attributable to the termination, including fair and reasonable sums for overhead and profit for work performed, and all costs incurred by Arcadis in terminating any contracts entered into in connection with the performance of its Services.
- 3.2 Termination for Cause Either Party may terminate this Agreement for cause. Termination for cause shall be by written "Termination Notice" from the terminating Party, delivered to the defaulting Party. The defaulting Party shall have thirty (30) days from receipt of the Termination Notice within which to cure the alleged default, or if the cure requires a period of time in excess of thirty (30) days the cure period shall be extended by mutual agreement so long as the defaulting Party has undertaken such reasonably diligent efforts to cure such default. Any termination for cause shall be without prejudice to any claims that either Party may have against the other Party, its agents or subcontractors.

. CONFLICT OF INTEREST

4.1 Arcadis shall not perform, or enter into any agreement for services for any other person, corporation or entity, except with prior written consent of Client, if the performance of the services could result in a conflict with Arcadis obligations under this Agreement. Arcadis represents that it has reasonably evaluated potential conflicts and has disclosed to Client any prior or existing relationships which present, or could appear to present, a conflict with the Services to be performed.

Proposal

Technical Due Diligence



USE OF DOCUMENTS

- 5.1 All documents provided by Arcadis pursuant to this Agreement are instruments of service of Arcadis, and Arcadis shall retain an ownership and property interest therein (including the right of reuse) until Client has made full payment to Arcadis for such documents pursuant to this Agreement. All documents generated by Arcadis pursuant to this Agreement are not intended or represented to be suitable for reuse by Client or others on any other project, or for any other purposes other than that for which the same were created. Client agrees not to reuse said reports or materials on any other project, or for any other purpose other than that for which they were created, without the prior written consent of Arcadis. Reuse of said reports or other material by Client for any other purpose or on other projects without written permission or adaptation by Arcadis for the specific purposed then intended shall be at the Client's and user's sole risk, without any liability whatsoever to Arcadis, and Client agrees to indemnify and hold harmless Arcadis from all claims, damages and expenses, including attorneys' fees, arising out of such unauthorized reuse by Client.
- 5.2 The Parties agree that reports prepared by or on behalf of Arcadis pertaining to site conditions, including but not limited to geotechnical engineering or geologic reports (hereinafter collectively "Site Condition Reports"), are prepared for the exclusive use of the Client and its authorized agents, and that no other party may rely on Site Condition Reports unless Arcadis agrees in advance to such reliance in writing. Site Condition Reports are not intended for use by others, and the information contained therein is not applicable to other sites, projects or for any purpose except the one originally contemplated in the Services. The Client acknowledges that the Site Condition Reports are based on conditions that exist at the time a study is performed and that the findings and conclusions of the Site Condition Reports may be affected by the passage of time, by manmade events such as construction on or adjacent to the site, or by natural events such as floods, earthquakes, slope instability or groundwater fluctuations, among others. The Parties agree that interpretations of subsurface conditions by Arcadis or its subcontractors may be based on limited field observations including, without limitation, from widely spaced sampling locations at the Site. The Client acknowledges that site exploration by Arcadis or its subcontractors will only identify subsurface conditions at those points where subsurface tests are conducted or samples are taken. The Parties agree that Arcadis or its subcontractors may review field and laboratory data and then apply professional judgment to render an opinion about subsurface conditions at the Site and that the actual subsurface conditions may differ, sometimes significantly, from those indicated by Arcadis or its subcontractors. The Client agrees that any report, conclusions or interpretations will not be construed as a warranty of the subsurface conditions by Arcadis or its subcontractors. The Parties further agree that no warranty or representation, express or implied, is included or intended in any reports, conclusions, or interpretations prepared by or on behalf of Arcadis pertaining to site conditions.

RECORD RETENTION

6.1 Any material files, reports and other work product generated in connection with or related to Arcadis Services, shall be retained and stored by Arcadis in hard copy and/or electronic form for a period of ten (10) years from the completion of Services or such other period as specified by the client. If Client decides to retain said records, it must notify Arcadis no later than thirty (30) days prior to the expiration of the period. Any additional expense of retaining documents or transfer of documents to Client at the end of such ten (10) year period will be at Client's expense. Provided however, that this provision shall not apply to drafts of plans, specifications, drawings or reports that shall be destroyed immediately upon being superseded in the project.

PROPRIETARY RIGHTS

7.1 Client acknowledges that Arcadis has developed proprietary systems, processes, apparatus, analytical tools, models, software, source code, know-how and methods which Arcadis uses in its business. Such systems, processes, apparatus, analytical tools, models, and methods, including all source code, software, patents, copyrights and other intellectual property, and all derivations, enhancements or modifications thereof made by Arcadis, including any made as a result of the Work or Services performed by Arcadis for Client hereunder ("Arcadis Intellectual Property"), shall be and shall remain the sole property of Arcadis. Neither the

Proposai

Technical Due Diligence



Client, nor any third party, shall acquire any right, title or interest in Arcadis Intellectual Property, regardless of whether the same was initially created, used or first reduced to practice in tangible or intangible form in the course of the provision of the Work or Services hereunder. In accordance with the terms of any Work Authorization(s) and/or "End-User License Agreement" (EULA), Arcadis hereby grants Client a royalty free, non-exclusive right to use any Arcadis Intellectual Property for its internal business purposes only, and to the fullest extent necessary for Client to enjoy the benefits of the Work or Services.

B. INDEMNIFICATION

8.1 Arcadis shall indemnify, defend and hold harmless Client, its directors, officers, employees, shareholders and affiliates from and against any and all liabilities, losses, damages, costs and expenses (including attorneys' fees and court costs) which Client and its directors, officers, employees and agents hereafter may suffer as the result of any claim, demand, action or right of action (whether at law or in equity) brought or asserted by any third party because of any personal injury (including death) or property damage to the extent caused as a result of negligent acts, errors, omissions, or willful misconduct on the part of Arcadis. Arcadis shall not be liable to the extent that any liability, loss, damage, costs, and expense results from an act or omission, negligence or willful misconduct by Client or its directors, officers, employees or agents, or by any other person or entity not acting on Arcadis' behalf or under Arcadis' right of direction or control.

The Client agrees that it will obtain indemnification of Arcadis from any contractors hired or retained by Client for claims arising from or related to the contractor's acts or omissions in performing any work that is the subject matter of this Agreement and any Work Authorizations.

Client acknowledges and agrees that Arcadis neither created nor contributed to, nor shall Arcadis be liable to Client or any third party for, the creation or existence of any type of hazardous or toxic waste, material, chemical, compound, or substance or any other type of environmental hazard, contamination, nuisance or pollution, whether latent or not, or the release thereof or the violation of any law or regulation thereto, existing or present at the Site prior to the commencement of Services, whether known or unknown ("Pre-existing Contamination"), and the Client shall indemnify, defend and hold Arcadis harmless from any and all losses, interest, liabilities, proceedings, causes of action, claims, suits, demands, damages, judgments, penalties, costs and expenses (collectively "Claims") sustained or incurred by Arcadis or its subcontractor(s) in connection with, arising from or related to any such Pre-Existing Contamination, except to the extent such Claims are caused by the negligence or willful misconduct of Arcadis and its subcontractor(s).

9. LIMITATION OF LIABILITY

- 9.1 Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law, the total liability, in the aggregate, of Arcadis and its directors, officers, employees, agents or subcontractors (collectively "Arcadis Parties"), to Client and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, costs, attorneys' fees and damages whatsoever arising out of, resulting from, or in any way related to the Project, Arcadis Services or this Agreement shall not exceed the fees paid to Arcadis under this Agreement.
- 9.2 Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law, in no event shall either Client or Arcadis be liable to the other party for any incidental, indirect, punitive or consequential damages including, but not limited to, loss of revenues or profits, cost of capital, loss of use or opportunity, cost of substitute facilities, good or services arising out of, resulting from, or in any way related to the Project, Arcadis Services or this Agreement.

Proposal

Technical Due Diligence



9.3 The releases, waivers and limitation of liability set forth in this Section shall apply irrespective of the cause including, but not limited to, the negligent acts or omissions, strict liability, fault, breach of contract, tort, indemnity obligations, or breach of express or implied warranties by or termination of the party whose liability is released, waived or limited.

10. INSURANCE

10.1 Arcadis shall maintain for the term of this Agreement:

- Worker's Compensation and Employer's Liability insurance, statutory limits.
- Comprehensive General Liability insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate.
- Comprehensive Automobile Liability insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate.
- Professional errors and omissions insurance with a per claim limit of not less than \$3,000,000

Insurance requirements for project sites outside of the United States, as defined in the Work Authorization will be established by the parties on a case by case basis in accordance with customary business practices of the insurance market in which the project site is located. Client shall reimburse Arcadis for the costs of local insurance where such insurance is required by the local law or government or regulatory authority.

11. CONFIDENTIALITY

11.1 In order to protect the Client's confidential and proprietary commercial and financial information, any documents records, data or communications provided by Client or produced by Arcadis for Client shall be treated as confidential. Such information shall not be disclosed to any third party, unless necessary to perform the Services. Information will not be considered confidential if: (i) the information is required to be disclosed as a part of the Services, hereunder; (ii) information is in the public domain through no action of Arcadis in breach of the Agreement; (iii) information is independently developed by Arcadis; (iv) the information is acquired by Arcadis from a third party not delivered to Arcadis in breach of any known confidentiality agreements; or (v) disclosure is required by law, court order or subpoena. In the event Arcadis believes that it is required by law to reveal or disclose any information, prior to disclosure or production Arcadis shall first notify Client in writing.

12. NOTICES

12.1 All notices shall be either: (i) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. Mail; (ii) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered one business day after deposit with such courier; or (iii) sent by personal delivery. Addresses may be changed by written notice to the other Party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

13. MEDIATION

Proposal

Technical Due Diligence



13.1 If any dispute arises out of or relates to this Agreement, or the breach thereof, and the dispute cannot be settled through direct discussions by the representatives of the Parties, the Parties agree then to submit the matter to mediation, mutually agree upon a mediator, under the applicable rules of the American Arbitration Association before having recourse to a judicial forum. The parties will share all costs associated with the mediation. No written or oral representation made during the course of any settlement negotiations or mediation shall be deemed a party admission.

14. CONSTRUCTION COST ESTIMATES

14.1 The Client shall advise Arcadis in writing before design commencement of any budgetary limitations for the overall cost of construction. Arcadis will endeavor to work within such limitations and will, if requested and included within the scope of services, submit to Client an opinion of probable construction cost. Opinions of probable construction cost will represent Arcadis' reasonable judgment as a design professional familiar with the construction industry, but does not represent that bids or negotiated prices will not vary from budgets or opinions of probable cost. Client acknowledges that neither Arcadis nor Client has control over the cost of labor, materials or methods by which contractors determine prices for construction.

15. PLAN INFORMATION

15.1 If the scope of services provide for the preparation of plans or drawings by Arcadis, Arcadis makes no representations that all existing utilities are shown or that any utilities shown thereon are accurately depicted.

16. GENERAL PROVISIONS

- 16.1 Entire Agreement This Agreement constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior negotiations, representations or agreements relating thereto, written or oral, except to the extent they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing, executed by Client and Arcadis.
- 16.2 No Third Party Beneficiaries The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the Client and Arcadis, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the Client and Arcadis that sub consultants and any other person other than the Client or Arcadis receiving any benefits from this Agreement shall be deemed to be incidental beneficiaries only.
- 16.3 Force Majeure —Neither Party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by forces beyond its reasonable control, including without limitation, actions or inactions of any governmental agencies, changes in law, strikes, lockouts, or other industrial disturbances, acts or omissions of third-parties, civil disturbances, fires, floods, earthquakes, acts of God, acts of a public enemy or terrorism, epidemics or pandemics. If a Party is so impacted, in whole or in part, such Party will promptly notify

Proposa

Technical Due Diligence



the other Party in writing, explaining the reason for the delay. In the event of a force majeure event the time and costs of performance will be modified.

- 16.4 **Severability and Waiver** If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible, the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either Party to enforce against the other Party any term or provision of this Agreement shall be deemed not to be a waiver of such Party's right to enforce against the other party the same or any other such term or provision.
- 16.5 **Governing Law** The laws of the State in which the Project is located shall govern this Agreement and the legal relations of the Parties.
- 16.6 Compliance with Law Arcadis and Client shall comply with all applicable federal, state and local laws, regulations or orders issued under such laws prohibiting any form of kickback, bribery or corrupt practices as defined in the Anti-Kickback Act of 1986, the Foreign Corrupt Practices Act and all other applicable federal, state, local laws, regulations or orders issued under such laws regarding kickbacks, bribery or corrupt practices. In addition, Arcadis and Client shall comply with all laws in effect at the time the Services are performed hereunder, which to the best of their knowledge, information and belief apply to their respective obligations under this Agreement. Client shall cooperate with Arcadis in obtaining any permits or licenses required for the performance of the Services.
- 16.7 **Delegation and Assignment** A Party may at any time delegate or assign, orally or in writing, this Agreement, or any portion thereof, with the prior written consent of the other Party. No such delegation shall operate to relieve the Party of its responsibilities hereunder.
- 16.8 **Headings** Headings of particular paragraphs are inserted only for convenience and are in no way to be construed as a part of this Agreement or as a limitation of the scope of the paragraphs to which they refer.
- 16.9 **Excluded Services.** Client acknowledges the Services provided by Arcadis hereunder do not and shall not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) the practice of law or other legal services; (4) nor any form of professional accounting or insurance advisory services.

17. ACCESS TO PREMISES

17.1 During the term of this Agreement, Client shall grant to or cause to be made available to Arcadis reasonable and necessary nonexclusive access to any location as necessary for purpose of allowing Arcadis to perform the Services and fulfill its obligations under this Agreement. Client shall immediately notify Arcadis if Client is unable to obtain necessary access within a timely manner. Should Arcadis be obstructed or delayed in the commencement, performance or completion of the Work, without fault on its part, by reason of not having full access to the location, and then Arcadis will be entitled to an adjustment in compensation and/or an extension in the completion time requirements.

Proposal

Technical Due Diligence



18. SITE CONDITIONS

- 18.1 Arcadis shall not be liable for: (i) damage or injury to any subterranean structures (including, but not limited to, utilities, mains, pipes, tanks, and telephone cables) or any existing subterranean conditions; or the consequences of such damage or injury, if (with respect to this clause) (i) such structures or conditions were unknown and were not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by Arcadis in connection with the Services; (ii) concealed conditions encountered in the performance of the Services; (iii) concealed or unknown conditions in an existing structure at variance with the conditions indicated by the Scope of Services or Work Authorization; or (iv) unknown physical conditions below the surface of the ground that differ materially from those ordinarily encountered and are generally recognized as inherent in work of the character provided under this Agreement.
- 18.2Client shall provide to Arcadis all plans, maps, drawings and other documents identifying the location of any subterranean structures on the Site. Prior to location of any drilling or excavation below the ground surface, Arcadis shall obtain the concurrence of the Client as to the location for such drilling or excavation. Should: (i) concealed conditions be encountered in the performance of the Services; (ii) concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Scope of Services or Work Authorization; or (iii) unknown physical conditions below the ground differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided under this Agreement; then the amount of this Agreement and/or time for performance shall be equitably adjusted by change order upon claim by either Party made within twenty (20) days after the first observance of the conditions.



Appendix B – Special Terms and Conditions

Proposal Technical Due Diligence



I. Technical Due Diligence Services Special Terms and Conditions

1.0 TECHNICAL DUE DILIGENCE SERVCES LIMITATION OF LIABILITY

- 1.1 For any Technical Due Diligence Services, the total liability, in the aggregate, of ARCADIS and ARCADIS' directors, officers, employees, agents, associates or subcontractors, and any of them, to you as Client or anyone claiming by, under or through you as Client, for any and all injuries, claims, losses, expenses, including attorneys' fees, experts fees or court costs and damages whatsoever arising out of or in any way related to ARCADIS' Services, the project or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, breach of contract, strict liability, errors or omissions of ARCADIS or employees, directors, officers, agents, associates or subcontractors of ARCADIS, or any of them, shall not exceed the fee paid to ARCADIS to perform the Technical Due Diligence Services hereunder.
- 1.2 The Parties recognize that based upon the nature of the services, the forgoing limitation is a reasonable and acceptable allocation of exposure based upon the intended services and use thereof by the Client.

2.0 USE OF DOCUMENTS

2.1 The Report concerning the results of the Assessment ("Report") hereunder is not intended or represented to be suitable for reuse by Client or others, other than in relation to the specific and immediate purpose for which this Assessment is being conducted. Re-use of the Report and related materials by Client without written permission or adaptation by ARCADIS other than for the specific purpose intended shall be at the user's sole risk, without liability on ARCADIS' part, and Client agrees to indemnify and hold harmless ARCADIS from all claims, damages and expenses, including attorneys' fees, arising out of such unauthorized reuse by Client. Client understands and agrees that ARCADIS is under no obligation and has made no commitment otherwise to issue, either directly or on behalf of Client, any letter or other or document of similar effect that would permit or could be interpreted to permit reliance by any person or entity other than the Client (including, but not limited to affiliates, successors, lenders or assigns of the Client) upon the data, opinions or results of the Technical Due Diligence Services hereunder or the Report thereof.

3.0 REPRESENTATIONS, WARRANTIES AND LIMITATIONS

3.1 ARCADIS represents that it is knowledgeable and experienced in providing technical consulting services comparable to services as would be provided by firms of the same or similar national reputation. ARCADIS represents to Client that the Services shall be performed in accordance with such services performed by professionals performing similar services under the conditions, client directions, limitations and terms set forth herein. ARCADIS MAKES NO WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESSED OR IMPLIED.

Proposal

Technical Due Diligence



- 3.2 The observations described in the Report will be made exclusively under the conditions and subject to the limitations stated therein. The conclusions presented in the Report will be based solely upon the activities described therein, and not on scientific tasks or procedures beyond the scope of described services. It is understood by Client that ARCADIS has relied on the accuracy of documents, oral information, and other material and information provided by sources documented in this report, including Client; and ARCADIS shall have no obligation to independently verify, information collected, information obtained from regulatory databases; or information provided by Client.
- 3.3 There can be no assurance, and ARCADIS offers no assurance, that conditions do not exist, or will not exist in the future, that were undetected and that could lead to liability in connection with the subject of the technical due diligence. Similarly, past and present activities indicating the potential for concerns may not have been discovered by ARCADIS' inquiries. ARCADIS has reviewed the information obtained in its limited assessment, in keeping with existing applicable consulting standards and enforcement practices, but cannot predict what actions any given agency may take presently or what standards and practices may apply to the subject of the technical due diligence in the future.
- 3.4 Assessment will be made of the target's product portfolio. Where information regarding the product portfolio is unavailable or limited, ARCADIS will render no opinion and accepts no responsibility for assessment of the condition of these portions of the target's product portfolio.
- 3.5 As with any assessment of this type, the evaluations are based upon limited data, and the Assessment is performed as of a particular date. Conditions may change after that date. Therefore, the risk of undiscovered impairment of the target's product portfolio is solely the Client's risk and cannot be ruled out. ARCADIS does not make any representations or warranties regarding the condition or value of the target's product portfolio, regardless of the results of the Assessment set out in the Report.





Key Information

Education / Qualifications

- BS, Architectural Technology, New York Institute of Technology-Old Westbury
- AS Architectural Technology, Norwalk Community College

Professional Licenses & Certifications

- Registered Architect CT, NH
- Interior Designer CT
- · Building Official CT

Professional Associations

- Construction
 Management Association
 of America (CMAA)
- American Institute of Architects (AIA)
- AIA CT (Former Bd. Of Directors Member)
- School Construction Coalition of Connecticut (SCC - CT)

Years of experience

Total - 36 years

Jack Butkus, RA

Owner's Representative, School Renovations

With over 35 years of experience in design, construction and project / program management, Jack has served in various capacities as architect, constructor and owner and is a former school district administrator. His experience results in a sensitivity to constructability and the needs of the building user. In addition, Jack is a licensed building official in the State of Connecticut and has served as an expert witness for several design related construction claims assignments. Dedicated to problem solving and the management of expectations among project team members, Mr. Butkus approaches each project by beginning with the end in mind, seeking alternatives where obstacles present themselves.

Relevant Experience

Adaptive Re-Use of Memorial Hall and New Police Headquarters Addition Town of Hamden, Hamden, CT

Mr. Butkus served as an expert witness in this legal case where the Town filed claims against both the architect and construction manager, weighing in on professional standard of care and related damages. The claims were settled in Mediation in favor of the Town.

CT DCS School Cost Database

Connecticut Department of Construction Services, Hartford, CT

Connecticut School Construction Cost Database and Documentation Review Assignment. Arcadis was retained by the State of Connecticut, Division of Construction Services (DCS) to assist them in responding to the findings of Governor Malloy's School Building Projects Advisory Council. The Process was led by Mr. Butkus. The Council's tasks include conducting studies, research and analyses in order to make recommendations for improvements to the school building process. DCS tasked Arcadis with the definition, data collection and development of a construction cost database, for both recently constructed schools and as a template for future projects. Arcadis staff with expertise in Information Technology, finance and school program management, some of whom are "customers" of the State and have extensive experience with their process, were assigned.

New Elementary School

Town of Brookfield, Brookfield, CT

Arcadis was selected as the Owner's Project Manager for a new Pre-Kindergarten through Grade 5 school which will support a grade reconfiguration and elementary consolidation effort while replacing obsolete buildings with new construction. The project will utilize the existing Huckleberry Hill Elementary School site with construction proceeding while the original building remains occupied. The final phase of the project consists of demolition of the existing building after the new facility is occupied. The project will support an enrollment of more than 1,100 students in a facility of approximately 135,000 square feet and is budgeted to cost approximately \$78 Million. Mr. Butkus serves as the Project Executive and Senior Project Manager. Design is underway during 2020 and construction start is planned for early 2021.

Groton 2020 Groton Schools Program

Town of Groton, Groton, CT

Project Executive/Senior Program Manager for the \$184 million "Groton 2020 Plan" school consolidation effort. Groton will construct one new middle school, after which their two existing middle schools will be converted for elementary use. This effort will allow three outdated elementary school buildings to be closed, provide more equal access to educational programming for all Groton students and eliminate the need for racial balance redistricting.

Hartford School Building Program

City of Hartford, Hartford, CT

Arcadis, along with its Joint Venture partners, was selected by the Hartford School Building Committee to direct the City's school construction program in 2010. In 2015, the Arcadis team won the re-competition for these services and has won additional individual project contracts extending our services through at least 2024. The total value of all projects assigned to date exceeds \$700 million, with \$390 million completed and occupied. Serves as the Program Director, overseeing the program management staff and serving as the primary contact to the Building Committee, City Departments and the Board of Education. Responsibilities include assisting the Board of Education in development and management of their long-range plan, development of Educational Specifications for new projects, preparation of grant requests and initial project budgets and the development of the master project schedule, as well as assisting with community outreach efforts and in communication and compliance with the State of Connecticut Office of School Construction Grants and Review, the program's main source of funding.

Meriden High School Building Program

City of Meriden, Meriden, CT

Arcadis was selected by the City of Meriden as Program Managers to direct the construction phase of renovations of two high school facilities to as-new condition, with a combined project value in excess of \$200 million. Served as the Project Executive and Senior Program Manager, overseeing the program management staff and subconsultants, and assisting the program team in communication and compliance with the State of Connecticut Office of School Construction Grants and Review, the program's main source of funding.

William J. Johnston Middle School & Pupil Services

Town of Colchester, Colchester, CT

Arcadis was selected by the Town of Colchester as Owner's Project Manager to direct the design and construction of renovations to asnew condition of their middle school with a project value of \$40 million. Served as the Project Executive and Senior Project Manager, overseeing the project management staff and subconsultants and assisting the design and construction team in budget control, constructability, value management and compliance with the State of Connecticut Office of School Construction Grants. Successfully assisted the Town in pursuing special legislation in support of their request for Renovation Status and a space standard waiver, providing the project with several million dollars in enhanced state grant reimbursement.

St. Joseph College School of Pharmacy

Saint Joseph College, Hartford, CT

Serving as Architect's Code Specialist with responsibilities included code compliance review and planning to house the new School of Pharmacy in leased commercial space in a high profile, downtown location.

Trumbull High School

Trumbull High School Building Committee, Trumbull, CT

Served as the Architect's Project Manager/Code Specialist on the additions to and renovation-as-new construction of this \$72 million, 2,100-student comprehensive high school. Responsibilities included: schematic phase programming effort, construction phasing, building, accessibility and life safety code analysis including phased egress plans. Construction started in summer 2009 with occupied, phased construction through summer 2013.

Interdistrict Discovery Magnet K-8 School

Bridgeport Public Schools, Bridgeport, CT

Served as Executive Director of Operations for the school district during the planning and programming phases of this new \$32.2 million 500-student Pre-K - 8 interdistrict magnet school. The school was built in collaboration/collocated with The Discovery Museum and in conjunction with the School of Education at nearby Sacred Heart University. The project complied with Leadership in Energy and Environmental Design (LEED®) Silver requirements. Responsibilities included: programming, coordination of owner stakeholders, development of construction standards, site lease negotiations, and grant administration.

Multi-Magnet High School

Bridgeport Public Schools, Bridgeport, CT

Served as Executive Director of Operations for the school district during the planning and programming phases of this new \$126.8 million, 1,500-student interdistrict magnet multi-theme high school. Each 500-student curriculum is housed in its own academic wing with shared common facilities provided in a campus setting. The site is an environmentally sensitive portion of State-owned park land which was transferred to the City for this project's use. Construction of a parking structure was one step in the plan to ensure the site would be minimally disturbed to accommodate this facility. The project achieved LEED® Gold requirements. Responsibilities included: programming, coordination of owner stakeholders, development of construction standards, site acquisition efforts, and grant administration.

University High School of Science and Engineering

Hartford School Building Committee, Hartford, CT

Served as the Architect's Project Manager on this new science and engineering themed interdistrict magnet high school, constructed on the site of and under the auspices of the University of Hartford. His responsibilities included: construction phase project management of design team, contract administration and code specialist. Due to site construction delays because of unforeseen contamination, the project opened one semester later than planned. Budget was adjusted to accommodate excess site clean-up costs.

Town Wide Facilities Study

Town of Longmeadow, Longmeadow, CT

Served as the Architect's Project Manager on the facilities condition study of fifteen municipal buildings and schools for the purpose of determining safety, accessibility, fire and building code compliance and short- and long-term maintenance needs. His responsibilities included: technical team coordination, regulatory agency compliance, report writing, schedule and budget review, and participation in public hearings regarding findings.

Composite Renovation (25 sites)

Bridgeport Public Schools, Bridgeport, CT

Under specially authorized State school construction funding, repairs, replacements and upgrades the City was otherwise unable to afford were implemented district wide. Mr. Butkus served as Exec. Director of Operations for the school district on this \$25 million project. His responsibilities included: needs definition, work prioritization, value engineering, stakeholder negotiations, design team review, and grant administration. The project was implemented in multiple phases with multiple design and construction teams. The schedule extended over five summers, and work was completed within budget limits.

South End Pre-K-8 School

Bridgeport Public Schools, Bridgeport, CT

Served as Executive Director of Operations for the school district on this turnkey design and construction project to convert a disused university dormitory into more than 750-student Pre-K - 8 facility. The building will be used to provide relocation space for elementary school programs while their permanent buildings are being renovated. At the conclusion of the renovation effort, in approximately ten years, the building is expected to become an intra-district magnet school. Responsibilities included: programming, coordination of owner stakeholders, development of construction standards, building purchase and development negotiations, and grant administration. The project completed on time and on budget.





Key Information

Education / Qualifications

 BS, Engineering, Stevens Institute of Technology, Hoboken, New Jersey

Years of experience

Total – 19

Jay Stevenson

Report Author, Physical Needs Assessor

Jay has nearly 20 years of project management, engineering, and construction experience. He has proficiencies in due diligence, contract administration, estimating, and inspections for residential, commercial, industrial and municipal projects. He possesses a proven track record for completing quality projects on schedule, within budget and consistently returns with excellent client feedback. He has extensive experience in coaching, mentoring and leading staff to form effective and diverse project teams as well as working with clients and contractors to lead projects to successful completion.

Relevant Experience

Integrated Physical Needs Assessment (IPNA)

65 Central Park West, New York, NY

Responsible for managing and delivering a hybrid Physical Needs Assessment/Energy Audit to make recommendations for a renovation scope of work at a 16-story multifamily unit high rise in Manhattan.

Condition Facility Condition Assessment Program

Confidential Client, Fremont, CA

Responsible for delivery of full service FCAs for due diligence purposes at office and R&D locations. The project included the evaluation of 14 buildings throughout the city of Fremont.

Construction Loan Monitoring

Sendero Verde, Harlem, NY

Responsible for construction Administration for a mutli-million-dollar affordable housing complex in Harlem, NY, consisting of three high rise towers, open green spaces and community gardens, sewer replacement program, and charter school.

Facility Condition Assessments

Confidential Client, Various Office Locations

Responsible for delivering Facility Condition Assessments for short- and long-term planning purposes for several multi-building offices in their northeast region.





Key Information

Education / Qualifications

 DIP, Architectural Design/Drafting, Harvard H. Ellis, Technical High School

Professional Licenses & Certifications

- 10-hour OSHA Safety Training, 2010
- Construction
 Management Training
 Course Construction
 Management Association
 of America (CMAA)
- Safety Coordinator, Springfield, MA Operations

Professional Associations

- Union Elementary School Building Committee, Union, CT (2011)
- Union Town Hall Building Committee, Union, CT, former Member (1997)
- Chairman, Building Committee for the Attawaugan Fire Department, Killingly, CT, former Member (1980)

Years of experience

Total – 34

Ronald Rickey

Oversight, School Renovations

Ronald has more than 34 years of experience in the construction field. His responsibilities have included design review, construction inspection, construction layout, survey control, construction design and inspections. He has experience on these types of projects: roadways, stormwater management, water and sewer and limited bridge inspections. He has also provided survey control for land and construction surveys.

Relevant Experience

Plains Elementary School

Town of South Hadley, South Hadley, MA

Assistant Project Manager for this 63,000-square feet (SF) \$25.9 million building project. The New Plains Elementary will serve Pre-K, Kindergarten and First grade students. The new school will have the capacity for 325 future students plus staff. The new school will be Certified LEED Silver. The design of the new school is to provide a positive, healthy learning environment. The building has many new safety control features for student and staff safety. Here are a few of the key design features for the new school; State of the art HVAC system, LED Lighting, Grand Stairs interior mini theater, full gymnasium, cooking kitchen, two cafeterias, health suites, and outdoors Nature Learning Center. This learning center will have several nature elements such as a walkway in the wooded areas adjacent to the building, play scapes within the trees, and any natural plantings of trees, shrubs and plants for a year-round environmental experience. Construction Value: \$25.9 million | Dates: May 8, 2014 – October 2015

- Daily responsibilities include directly working with South Hadley Town Officials and Town Agencies, Architectural and Engineer Designers, daily on-site observation of construction activities, assisting the Project Representative with daily, weekly and monthly reports.
- Project Meetings: Participating in construction meetings as the municipality's advocate; facilitate problem solving and communication among all team members.
- Owner's Meetings: Participates in these meetings by providing a continuous line of communications between Arcadis, Architect and Contractor to the Co-Chairs.
- · Submittals: Provide oversight, assist in expediting of construction documents.
- Contractor and Architect Change Order Review: Provide detailed review of contractor/architect request for change.
- · Contractor and Architect Progress Payment Review: Review request for payment.
- Construction Quality Control: Coordinate with owner-provided testing services, reviewing ongoing construction means and methods and quality.
- Punchlist and Project Closeout: Assist architect and City in the preparation of final project punch lists and facilitate their timely completion. Maintain all building commissioning and turnover is complete. Review all warranty documentation, as-built documents and operations and maintenance manuals to maintain compliance with project specifications.

City of Springfield School Rehabilitation Projects

City of Springfield, Springfield, MA Project Manager. Providing daily oversigh

Project Manager. Providing daily oversight of six school rehabilitation projects within the City of Springfield. Work has included: roof repair and new roofing systems, skylight replacement (approximately 2,500-SF), and window and door replacement projects, as well as abatement and air quality observations coordination with testing firms. Arcadis was hired to assist the City in the day-to-day monitoring of various construction repair projects. We provided observation reports and photographic documentation prior, during and post construction. We also provided coordination between the contractor and school staff since construction activities were during school session. Work required us to be on-site prior to the start of the

school day and during evening hours to facilitate the construction schedule. Responsibilities included: participating in construction meetings as the municipality's advocate and facilitating problem solving and communication among all team members. He provided oversight and assisted in the expedition of construction documents. He provided detailed reviews of contractor and architect requests for change. He reviewed requests for payment and coordinated with owner-provided testing services, reviewing ongoing construction means and methods and quality. Assisted the architect and the city in the preparation of final project punch lists and facilitated their timely completion. Ensured all building commissioning and turnover was completed and reviewed all warranty documentation, as-built documents, and operations and maintenance manuals to ensure compliance with project specifications. Construction Value: \$11.2 million | Dates: June 2011 – August 2012

City of Springfield School Rehabilitation Projects

City of Springfield, Springfield, MA

Project Manager. Providing daily oversight of six school rehabilitation projects within the City of Springfield. Work has included: roof repair and new roofing systems, skylight replacement (approximately 2,500-SF), and window and door replacement projects, as well as abatement and air quality observations coordination with testing firms. Arcadis was hired to assist the City in the day-to-day monitoring of various construction repair projects. We provided observation reports and photographic documentation prior, during and post construction. We also provided coordination between the contractor and school staff since construction activities were during school session. Work required us to be on-site prior to the start of the school day and during evening hours to facilitate the construction schedule. Responsibilities included: participating in construction meetings as the municipality's advocate and facilitating problem solving and communication among all team members. He provided oversight and assisted in the expedition of construction documents. He provided detailed reviews of contractor and architect requests for change. He reviewed requests for payment and coordinated with owner-provided testing services, reviewing ongoing construction means and methods and quality. Assisted the architect and the city in the preparation of final project punch lists and facilitated their timely completion. Ensured all building commissioning and turnover was completed and reviewed all warranty documentation, as-built documents, and operations and maintenance manuals to ensure compliance with project specifications. Construction Value: \$11.2 million | Dates: June 2011 – August 2012

Forest Park Middle School

Springfield Department of Capital Asset Construction, Springfield, MA

Project Engineer for this 140,000 sq. ft. \$43.4-million renovation project of an 1898 historic school facility. Responsibilities include daily on-site observation of construction activities and record daily activities; assisting the project representative with daily, weekly and monthly reports; quality checking for product compliance and quality of construction methods; and oversight of testing standards and reporting test results to the project director, project representative and construction manager and forward information to the city for recording purposes. Participates in construction meetings as the municipality's advocate and facilitates problem solving and communication among all team members. Provides oversight and assists in expediting submittals. Assists in providing detailed reviews of contractor/architect request for change. Reviews requests for payment. And also coordinates with owner-provided testing services, reviewing ongoing construction means and methods and quality. Also assists the architect and the city in the preparation of final project punch lists and facilitates their timely completion. Ensures that all building commissioning and turnover is complete and reviews all warranty documentation. Construction Value: \$43.4 million | Dates: March 2010 – August 2013

Babson College, Parking Garage and Educational Conference Center

Babson College, Wellesley, MA

Survey Party Chief for the construction of a two-level parking garage, approximately 400 cars, and expansion to the educational conference center, while keeping the conference center open for use. Provided preconstruction survey for project design and later provided construction layout and as-builts. Also provided construction help assisting other on-site contractors to facilitate their day-to-day needs. Construction Value: \$10 million | Dates: 2001 – 2002

McCavanagh, Kathy

From: Stevenson, Jay <Jay.Stevenson@arcadis.com>

Sent: Tuesday, January 21, 2025 11:00 AM

To:Human ResourcesCc:Macdonald, EdwardSubject:Town of Bolton RFP

Attachments: Bolton CT Arcadis FCA Proposal 1-21-25.pdf

Kathy -

We were able to pull it together.

Please see the attached for our proposal in accordance with your RFP.



Should you have any questions - please let me know!

Thank you,

Jay Stevenson

Senior Management Consultant, Technical Due Diligence Arcadis U.S., Inc. 233 Broadway, 16th Floor, New York, NY | 10007 | USA

M +1 862 296 9019

www.arcadis.com









This email and any files transmitted with it are the property of Arcadis and its affiliates. All rights, including without limitation copyright, are reserved. This email contains information that may be confidential and may also be privileged. It is for the exclusive use of the intended recipient(s). If you are not an intended recipient, please note that any form of distribution, copying or use of this communication or the information in it is strictly prohibited and may be unlawful. If you have received this communication in error, please return it to the sender and then delete the email and destroy any copies of it. While reasonable precautions have been taken to ensure that no software or viruses are present in our emails, we cannot guarantee that this email or any attachment is virus free or has not been intercepted or changed. Any opinions or other information in this email that do not relate to the official business of Arcadis are neither given nor endorsed by it.