

THE FOLLOWING MINUTES ARE SUBJECT TO APPROVAL BY THE BOARD OF SELECTMEN

The Board of Selectmen held a regular meeting Monday, April 20, 2020. The meeting was held remotely due to COVID-19 mandates and precautions. First Selectman Rosenthal called the meeting to order at 7:30p.m.

PRESENT: First Selectman Daniel C. Rosenthal, Selectman Maureen Crick Owen and Selectman Jeff Capeci.

ALSO PRESENT: Finance Director Bob Tait, Public Building & Site Chairman Robert Mitchell, Legislative Council member Phil Carroll, C.H. Booth Library Director Douglas Lord and one member of the press.

VOTER COMMENTS: none.

ACCEPTANCE OF MINUTES: Selectman Crick Owen moved to accept the meeting minutes of 3/16/20. Selectman Capeci seconded. Selectman Crick Owen noted a typo on page 2, should read March 16 tax refund. All in favor of the minutes as amended.

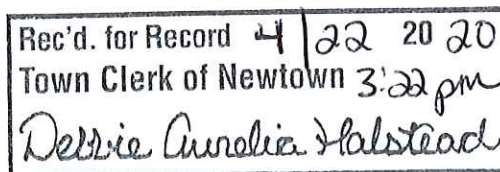
COMMUNICATIONS: Selectman Crick Owen thanked First Selectman Rosenthal for all of his hard work during this difficult time and expressed sympathies to families who lost loved ones due to COVID. Selectman Capeci echoed Selectman Crick Owens sentiments and thanked First Selectman Rosenthal for his weekly phone call up dates. First Selectman Rosenthal stated that the staff has been doing the best they can and the public has also been cooperative; everyone is stepping up to help. First Selectman Rosenthal toured the police facility; there are procedures in place to mitigate the spread of the virus. The project is on schedule and on budget. The interior metal walls are mostly up, the roof is just about done and the windows will arrive this week. Town crews are working on cutting the driveway from Pecks Lane to 191 South Main St.

FINANCE DIRECTORS REPORT: Mr. Tait spoke about the pension and went over the Fiduciary Investment Advisor Monthly Performance Flash (att.). FIA continues to watch and the Pension Board is looking at the mix of investments to make sure it's appropriate. First Selectman Rosenthal added that we rebalanced to make sure there is a blend between equities and mixed income. Relative to the bond issue of April 2, there were seven bidders. Many municipalities had two to three bidders. The rate was 2.71%, which equates to what was submitted in the budget. Nationwide there were five other municipalities (all AA rating) and Newtown received the lowest rate of all five, indicating the AAA rating helped. The bond proceeds were \$11.5 million. Now we are waiting for the refinancing. The estimated savings is \$200,000 +/-.

NEW BUSINESS

Discussion and possible action:

1. Approval of Design Contract – Sandy Hook Permanent Memorial: First Selectman Rosenthal spoke about the process up to this point and the challenge getting the project to a cost that would be acceptable to the voters. Bob Mitchell, PBSC Chair, and David Grogins, Town Attorney, worked with SWA on the contract documents. Bob Mitchell worked with SWA on local consultants. Artemis, with an office in Sandy Hook, was chosen as the landscape architect. The heart of the design will be maintained. Mr. Mitchell worked with SWA and all of the subcontractors. Once the contract is approved there will be a full finished design. Bringing a Construction Manager on early will help in evaluating the cost and materials. By working with local contractors everything will be in line with the New England economy and selection. An RFQ is being prepared for a Construction Manager. Mr. Mitchell is happy with the process at this point. First Selectman Rosenthal said this provides a better



opportunity to bring the project to the voters. There are no additional services allowed on the project unless specifically requested by the Town. SWA will not have to come to CT as much since the landscape architect is local allowing the amount of reimbursables to SWA to be reduced to \$5,000. Selectman Crick Owen moved to approve the design contract with SWA regarding the Sandy Hook Permanent Memorial as presented (att.). Selectman Capeci seconded. All in favor.

2. COVID Response and Budgetary Impact: First Selectman Rosenthal reported that Donna Culbert, Director of Health, has been working tirelessly, has been doing a great job keeping everyone in the loop and helping with decisions. The Town closed the Senior Center, the Community Center and the Library early on. Town COVID cases are at 68; the ten day increase has slowed. Reports indicate Danbury Hospital admissions have flattened. It's important to continue doing what we are doing although there are promising signs, from both federal and state governments, that there will be a phased re-opening. First Selectman Rosenthal feels, at the time, this has to be done very carefully as to not have infections spike again. At this time the Town has the budgetary flexibility to deal with this and is trending toward a \$300,000-\$350,000 surplus. There has been cost increase in additional cleaning supplies/cleaning expenses. There has been no adverse effects on the medical insurance plan. Revenue shortfalls include the Edmond Town Hall, which due to canceled programming, expect a shortfall of \$34,000. A transfer may need to be made at a future time. The Community Center has waived membership and canceled programs for a shortfall of approximately \$138,000. The staff have adapted, continuing with outreach videos. The Library staff is working remotely. Outreach continues with online books. Selectman Crick Owen said the updated library website is more user friendly. Douglas Lord said the library is capitalizing on the time to get larger projects, such as carpeting and ceilings. E-books and audio statistics are up drastically. Print purchases are on hold. There will be a savings due to lack of occupancy, due to less lighting and lower heat. Building permit revenue continues. There are no occupied home inspections. Inspections on new construction continues. Town staff is working at 50%, working a split shift between office and working at home, on call, to create space within departments. The Board of Education has staff teaching from home and families adapting. There will be a savings in transportation and in utilities at the school buildings. Staff salaries continue. There is an estimated \$1million savings in the Board of Education budget.

3. 2020/2021 Municipal Budget: First Selectman Rosenthal feels strongly it is not wise, absent a public vote, to have a tax increase, no matter how small. His proposal is to identify one time capital expenses in each budget and proportionately reduce both. The school budget is 65% of the budget, \$450,000; the Town budget is 35% of the budget, \$250,000. This would make the budget slightly negative from a tax perspective. Moving forward into the new budget year the Town and Board of Education needs to be very judicious in terms of how to deploy spending, as revenue is unknown. Per the Governors order the Legislative Council will need to decide on a 90 day grace period on property tax payments com July 1 or a reduced interest rate on penalties. First Selectman Rosenthal doesn't plan to fill any open positions and will speak to the Superintendent regarding this. Selectman Crick Owen agrees with a zero increase; it's the right thing to do as the voters don't have the ability to vote. It is unknown how long it will take the economy to recover. The budget rests with the Legislative Council. The process will include an advertised budget, a public hearing and action at one of the two meetings in May. The Legislative Council has the appropriation authority to move capital items in the case of an emergency or if there is a cost to the tax payer by not doing it, per the Governors Executive Order. First Selectman Rosenthal feels that the Fairfield Hills sewer upgrade qualifies as half is coming from an EDA grant, the rest is paid through assessments, rather than general taxation. The grant match will be lost if not approved as the grant is time sensitive. The Emergency Communication upgrade also qualifies as there is a public safety issue. First Selectman Rosenthal feels justified recommending both projects be moved forward. Bond counsel and the Town Attorney are comfortable proceeding this way.

Mr. Tait spoke about the fund balance. First Selectman Rosenthal would like to jump start capital non-recurring with any budget surplus, allowing flexibility heading into the next budget year by taking the pressure off of operating budgets for dealing with capital items. He wants to grow fund balance and keep the right ratio relative to the operating budget.

4. 2018 Microburst FEMA Reimbursement and Proposed Appropriations: First Selectman Rosenthal recommended reducing both budgets by proposed amounts (\$450,000 and \$250,000) and appropriating \$700,000 of the FEMA reimbursement to capital non-recurring. Items can be addressed moving into the next fiscal year.

5. Appointments/Reappointments/Vacancies/Openings: Selectman Crick Owen moved to appoint Brynn Cullen (D) to the C.H. Booth Library Board of Trustees to fill a vacancy to expire on 07/01/21, Clinton DePaolo (D) as an alternate to the Employee Medical Benefits Board for a term to expire 01/06/22 and Justin Kaiser (D) to Conservation for a term to expire 12/31/23. Selectman Capeci seconded. All in favor.

6. Driveway Bond Release/Extension: Selectman Crick Owen moved the following driveway bond releases, each in the amount of \$1,000: BCK, Poverty Hollow Rd., M9, B1, L8, CRC Construction, 22 Old Hawleyville Rd., M2, B9, L10B and Butterworth & Scheck, Cedar Hill Rd., M30, B4, L17. Selectman Capeci seconded. All in favor.

7. Tax Refunds: Selectman Crick Owen moved the April 20, 2020 Tax Refund #15, 2019/20 in the amount of \$1,394.06. Selectman Capeci seconded. All in favor.

VOTER COMMENTS: none.

ANNOUNCEMENTS: First Selectman Rosenthal reported a legal decision on the Community Center will be agreed upon soon; he will keep the board updated. There is no way to handle the decision on Fairfield Hill by referendum at this point. First Selectman Rosenthal thinks that will be on the November ballot.

ADJOURNMENT: Having no further business the regular Board of Selectmen meeting adjourned at 8:48p.m.

Att: Pension Monthly Performance Flash, March 2020, from FIA; Sandy Hook Permanent Memorial contract.

Respectfully submitted,
Sue Marcinek, Clerk



Strategic thinking. Customized solutions.

Town of Newtown, CT

Monthly Performance Flash - March 2020

Important Disclosure Information: Past performance may not be indicative of future results. Account information has been compiled solely by Fiduciary Investment Advisors, LLC, has not been independently verified, and does not reflect the impact of taxes on non-qualified accounts. In preparing this report, Fiduciary Investment Advisors, LLC has relied upon information provided by third party sources. A copy of our current written disclosure statement discussing our advisory services and fees continues to remain available for your review upon request. Historical performance results for investment indices and/or categories have been provided for general comparison purposes only, and generally do not reflect the deduction of transaction and/or custodial charges, the deduction of an investment management fee, nor the impact of taxes, the incurrence of which would have the effect of decreasing historical performance results. It should not be assumed that your account holdings correspond directly to any comparative indices.

Capital Markets Flash Report

March 2020

U.S. Equity

	MTD	YTD	1 Year	3 Years	5 Years	10 Years
S&P 500	-12.4	-19.6	-7.0	5.1	6.7	10.5
Russell 1000 Growth	-9.8	-14.1	0.9	11.3	10.4	13.0
Russell 1000 Value	-17.1	-26.7	-17.2	-2.2	1.9	7.7
Russell Mid Cap	-19.5	-27.1	-18.3	-0.8	1.8	8.8
Russell Mid Cap Growth	-14.9	-20.0	-9.4	6.5	5.6	10.9
Russell Mid Cap Value	-22.7	-31.7	-24.1	-6.0	-0.8	7.2
Russell 2000	-21.7	-30.6	-24.0	-4.6	-0.2	6.9
Russell 2000 Growth	-19.1	-25.8	-18.6	0.1	1.7	8.9
Russell 2000 Value	-24.7	-35.7	-29.6	-9.5	-2.4	4.8

The S&P 500 Index fell 12.4% in March. As coronavirus (COVID-19) cases continued to rise throughout the world, governments acted by shutting down most of the non-essential economy. A global recession appears to be the base case at this point, but what remains rather uncertain is the extent and length of the slowdown and what kind of recovery will follow. This will largely rely on our ability to control the spread of the virus. The S&P 500 finished the month more than 15% off the intra-month lows, as we received encouraging news about testing, potential vaccines, and peak cases in some regions. In this environment, large-cap equities outperformed small-cap, with growth outperforming value across the entire market capitalization spectrum.

Fixed Income

	MTD	YTD	1 Year	3 Years	5 Years	10 Years
BBgBarc US Agg	-0.6	3.1	8.9	4.8	3.4	3.9
BBgBarc US Corp IG	-7.1	-3.6	5.0	4.2	3.4	4.9
BBgBarc US Corp HY	-11.5	-12.7	-6.9	0.8	2.8	5.6
BBgBarc US Gov/Cr 1-3 Yr	0.3	1.7	4.5	2.6	1.9	1.6
BBgBarc US Gov/Cr Long	-3.0	6.2	19.3	9.7	6.0	8.1
BBgBarc Municipal	-3.6	-0.6	3.8	4.0	3.2	4.1
FTSE WGBI USD	-0.6	2.0	6.2	4.3	3.0	2.2
ICE BofAML US 3M T-Bill	0.3	0.6	2.3	1.8	1.2	0.6

U.S. bond markets were generally negative in March, with the Bloomberg Barclays Aggregate Bond Index returning -0.6%. Rates fell across the curve, with the U.S. 10-year Treasury yield ending the month at 0.70%, down 43 basis points from the February close. To help combat the economic impact of the virus, the Federal Reserve lowered its benchmark rate 150 basis points, setting the new range to 0.00% - 0.25%. The Federal Reserve also engaged in several additional easing measures. More details can be found on Page 2 of FIA's detailed market updates, located under COVID-19 Communications on the FIA website. In this environment, investment grade and high yield bond spreads widened 150 and 380 basis points, respectively, significantly underperforming their Treasury security counterparts.

International Equity

	MTD	YTD	1 Year	3 Years	5 Years	10 Years
MSCI ACWI Ex USA	-14.5	-23.4	-15.6	-2.0	-0.6	2.1
MSCI EAFE	-13.3	-22.8	-14.4	-1.8	-0.6	2.7
MSCI EAFE Growth	-9.2	-17.5	-5.8	3.0	2.5	4.7
MSCI EAFE Value	-17.7	-28.2	-22.8	-6.6	-3.8	0.6
MSCI EAFE Small Cap	-17.2	-27.5	-18.1	-2.9	1.0	4.8
MSCI EM	-15.4	-23.6	-17.7	-1.6	-0.4	0.7
MSCI EM Small	-23.1	-31.4	-29.0	-9.6	-5.2	-1.3

International equities were also negative during the month, with the MSCI ACWI ex U.S. Index returning -14.5%, underperforming most domestic equity indices. International markets faced headwinds from a strengthening dollar as investors gravitated towards its perceived safety. Style trends abroad were consistent with domestic trends, with large-cap outperforming small-cap and growth besting value. Emerging markets underperformed most developed market indices during the month, as volatility hit these markets hardest. Encouraging signs continued to develop in China as draconian measures taken there seem to have contained the spread of the virus. Based on traffic congestion and heavy industry outputs, it appears that most of the Chinese economy is back to work.

Commodities & Real Estate

	MTD	YTD	1 Year	3 Years	5 Years	10 Years
Bloomberg Commodity	-12.8	-23.3	-22.3	-8.6	-7.8	-6.7
S&P N.A. Natural Resources	-30.3	-43.9	-43.2	-18.0	-11.9	-4.3
FTSE Nareit Equity REITs	-21.9	-27.3	-21.3	-3.1	-0.3	7.4
FTSE EPRA Nareit Developed	-22.6	-28.3	-23.2	-2.9	-1.1	5.3

Commodities, natural resource equities, and REITs were all negative during the month of March. Oil sold off dramatically during the month, with WTI crude briefly dropping below \$20 a barrel and touching 18-year lows. Reduced demand from the coronavirus and a breakdown in OPEC+ talks, resulting in a price war between Russia and Saudi Arabia, put downward pressure on the commodity. REITs, traditionally considered a defensive asset class, were one of the hardest hit areas of the market. Suspension of non-essential travel hit hotels and gaming hardest, while coronavirus disruptions have also proven costly to the retail, industrial, and senior housing segments of the real estate market.

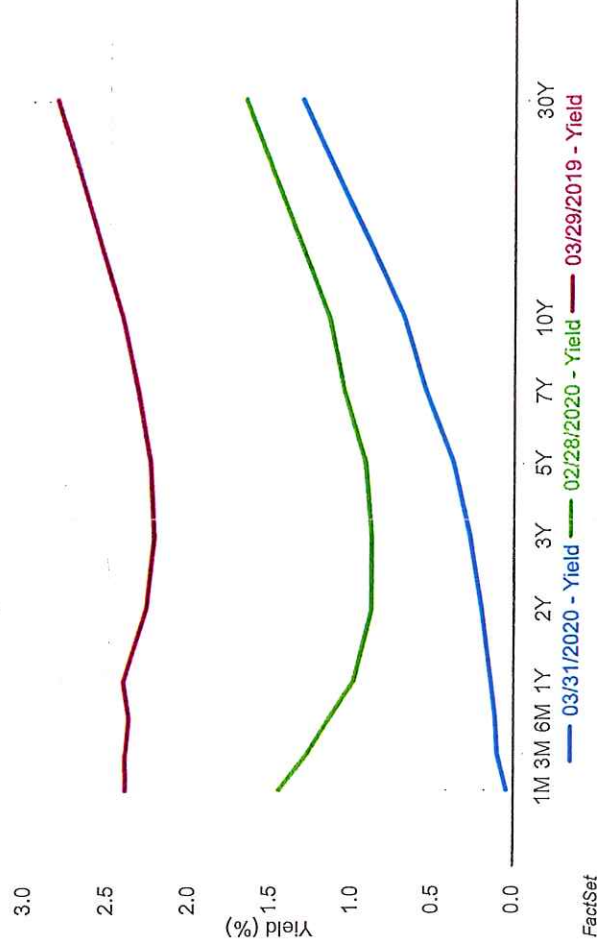
Capital Markets Flash Report

March 2020

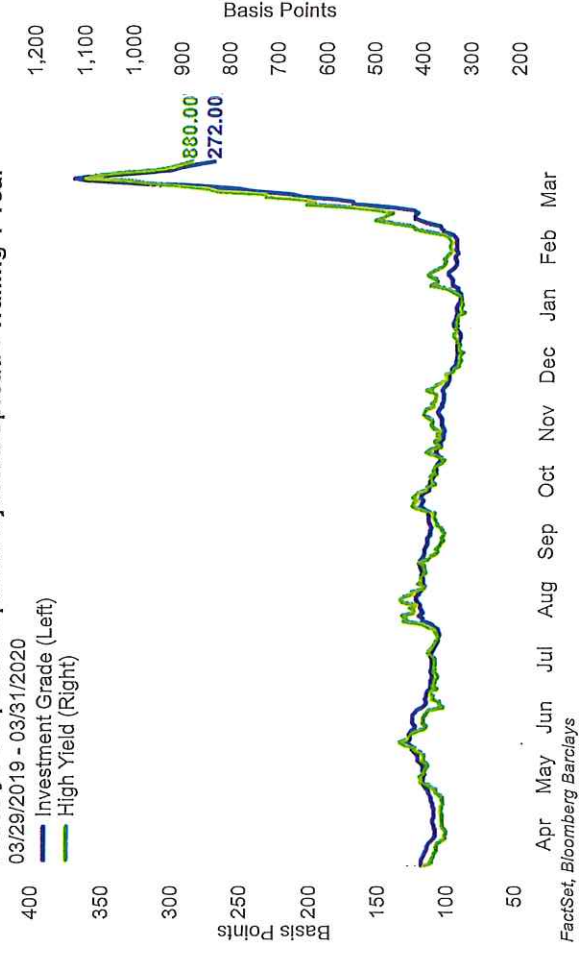
S&P 500 Price History - Trailing 1 Year
03/29/2019 - 03/31/2020



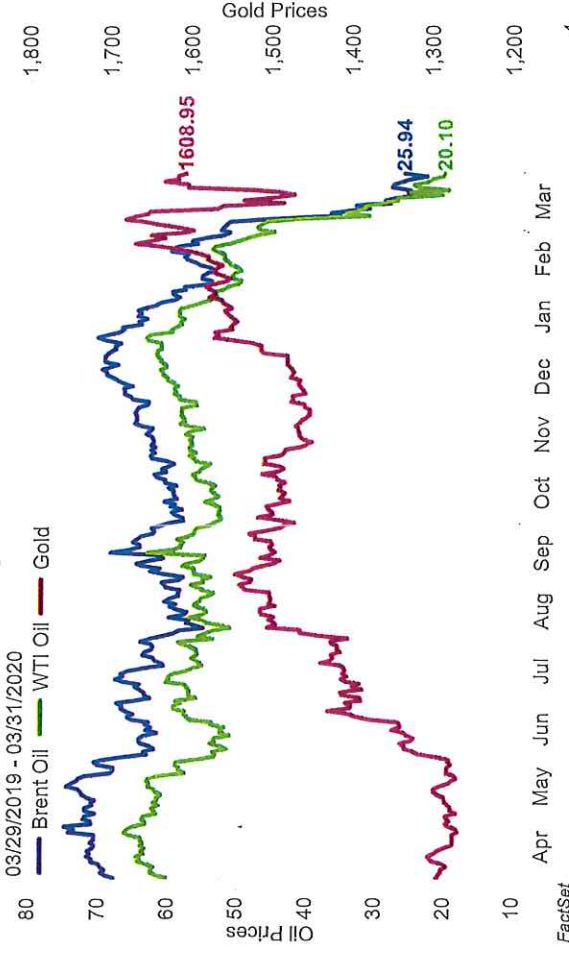
United States Treasury Yield Curve



Barclays Corporate Option Adjusted Spread - Trailing 1 Year
03/29/2019 - 03/31/2020



Commodity Prices - Trailing 1 Year
03/29/2019 - 03/31/2020



Asset Allocation

As of March 31, 2020

	Asset Allocation (\$)	Asset Allocation (%)	Target Allocation (%)	Differences (%)
Pension Plan	42,369,547	100.0	100.0	0.0
Short Term Liquidity	865,510	2.0	0.0	2.0
Comerica Short Term Fund	865,510	2.0	0.0	2.0
Fixed Income	16,238,717	38.3	35.0	3.3
Vanguard Total Bond Market Index Instl	16,238,717	38.3	35.0	3.3
Domestic Equity	14,471,921	34.2	35.0	-0.8
Vanguard Institutional Index Instl	10,899,592	25.7	25.0	0.7
Vanguard Extended Market Index Adm	3,572,329	8.4	10.0	-1.6
International Equity	10,793,400	25.5	30.0	-4.5
Vanguard Developed Markets Index Instl	10,793,400	25.5	30.0	-4.5

Investments with a zero balance were held in the plan during the reporting period and will be removed once they no longer impact plan performance. Asset Allocation weightings may not add up to 100% due to rounding.

Town of Newtown, CT

Performance Update As Of March 31, 2020

Portfolio Performance

Value	Performance(%)							Inception Date
	1 Month	QTD	1 Year	3 Years	5 Years	10 Years	Since Inception	
Pension Plan	42,369,547	-13.7	-5.1	2.2	2.6	4.3	5.9	10/01/1999
Blended Benchmark		-13.9	-4.7	2.4	3.4	6.4	5.0	10/01/1999

Calendar Year Performance

	2019	2018	2017	2016	2015	2014	2013
Pension Plan	19.7	-6.0	15.1	5.1	-0.3	5.9	11.3
Blended Benchmark	20.5	-6.2	14.9	6.7	1.0	7.7	16.3

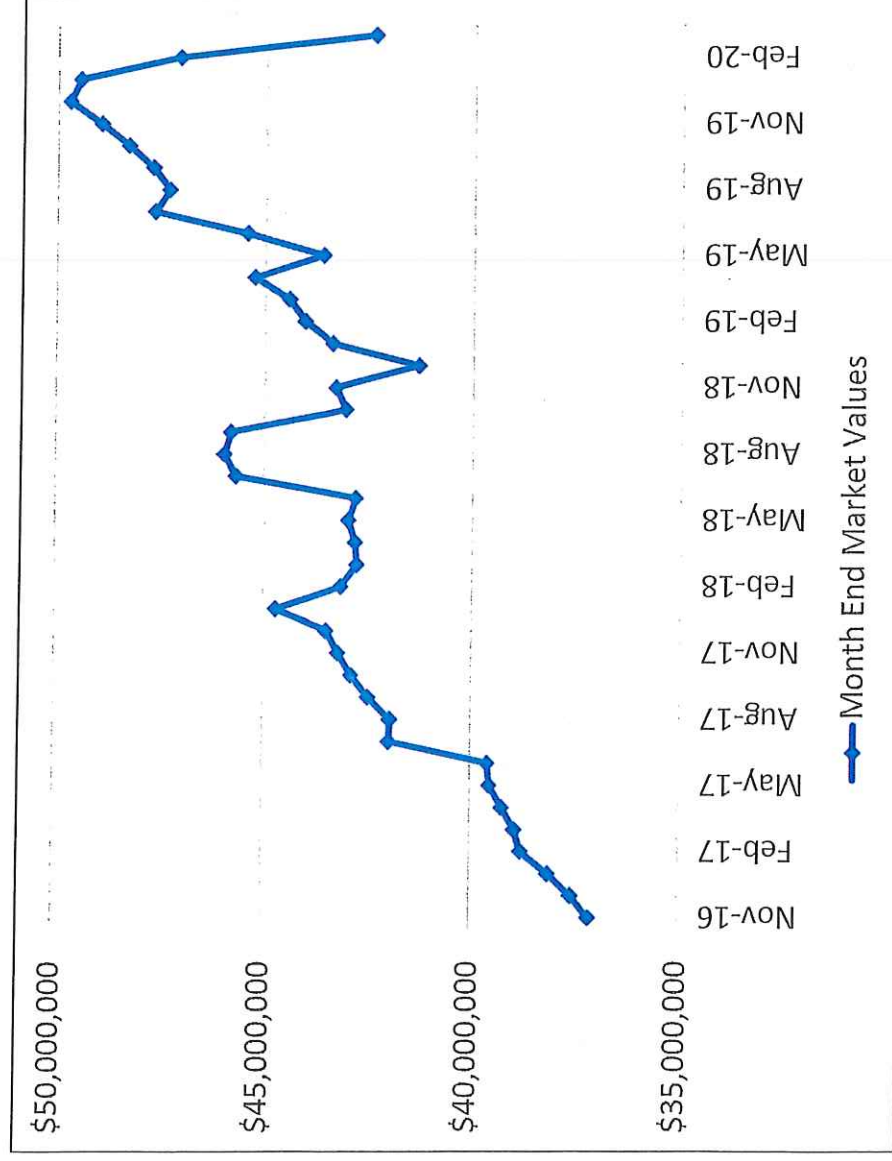
Allocation Mandate

Aug-2017

Bimbg. Barc. U.S. Aggregate Index	35.00
Russell 3000 Index	35.00
FTSE Developed ex US Spliced Index	30.00

The allocation mandate represents the current benchmark composition for the portfolio. Please keep in mind that the investment objective may have changed over time.

Newtown Pension Plan Market Value Summary



Month	Month End Market Value
April 2019	\$45,247,009
May 2019	\$43,631,481
June 2019	\$45,429,195
July 2019	\$47,651,724
August 2019	\$47,307,717
September 2019	\$47,702,947
October 2019	\$48,283,841
November 2019	\$48,952,052
December 2019	\$49,708,650
January 2020	\$49,454,627
February 2020	\$47,056,976
March 2020	\$42,369,547

DISCLOSURE: The balance information has been compiled solely by Fiduciary Investment Advisors (FIA) and has not been independently verified. In preparing this report, FIA has relied upon information provided by the investment managers and by the custodian.

Manager Performance Overview

As of March 31, 2020

	1 Month	QTD	1 Year	3 Years	5 Years	7 Years	10 Years	Since Inception	Inception Date
Pension Plan									
Blended Benchmark	-9.5	-13.7	-5.1	2.2	2.6	4.0	4.3	5.9	10/01/1999
60% S&P 500 / 40% Bloomberg Barclays Aggregate Index	-9.3	-13.9	-4.7	2.4	3.4	5.2	6.4	5.0	
	-7.6	-10.9	-0.4	5.3	5.6	7.2	8.1	5.6	
Comerica Short Term Fund									
90 Day U.S. Treasury Bill	0.1	0.4	N/A	N/A	N/A	N/A	N/A	1.1	08/01/2019
	0.3	0.6	N/A	N/A	N/A	N/A	N/A	1.4	
Fixed Income									
Blmng. Barc. U.S. Aggregate Index	-0.6	3.3	9.1	5.0	4.0	3.5	4.1	5.6	10/01/1999
	-0.6	3.1	8.9	4.8	3.4	3.2	3.9	5.1	
Vanguard Total Bond Market Index Instl	-0.6 (17)	3.3 (13)	9.1 (8)	4.8 (7)	N/A	N/A	N/A	4.7 (8)	12/01/2016
Blmng. Barc. U.S. Aggregate Index	-0.6	3.1	8.9	4.8	N/A	N/A	N/A	4.6	
IM U.S. Broad Market Core Fixed Income (MF) Median	-2.7	0.6	6.2	3.8	N/A	N/A	N/A	3.7	
Domestic Equity									
Russell 3000 Index	-14.8	-21.9	-10.8	3.2	N/A	N/A	N/A	5.1	12/01/2016
	-13.8	-20.9	-9.1	4.0	N/A	N/A	N/A	6.0	
Vanguard Institutional Index Instl	-12.3 (43)	-19.6 (44)	-7.0 (36)	5.1 (29)	N/A	N/A	N/A	7.0 (27)	12/01/2016
S&P 500 Index	-12.4	-19.6	-7.0	5.1	N/A	N/A	N/A	7.1	
IM U.S. Large Cap Core Equity (MF) Median	-12.6	-19.8	-8.4	3.8	N/A	N/A	N/A	5.7	
Vanguard Extended Market Index Adm									
S&P Completion Index	-21.3 (73)	-28.0 (49)	-20.5 (59)	-1.9 (26)	N/A	N/A	N/A	0.1 (25)	12/01/2016
	-21.4	-28.0	-20.6	-2.0	N/A	N/A	N/A	0.0	
IM U.S. Mid Cap Core Equity (MF) Median	-19.7	-28.3	-19.7	-3.6	N/A	N/A	N/A	-1.7	

Returns are expressed as percentages, and annualized only for periods greater than one year.

Manager Performance Overview

As of March 31, 2020

	1 Month	QTD	1 Year	3 Years	5 Years	7 Years	10 Years	Since Inception	Inception Date
International Equity									
<i>FTSE Developed ex US Spliced Index</i>	-15.4	-24.0	-15.8	-2.4	N/A	N/A	N/A	0.8	12/01/2016
	-14.4	-23.9	-15.6	-2.4	N/A	N/A	N/A	0.8	
Vanguard Developed Markets Index Instl									
<i>FTSE Developed ex US Spliced Index</i>	-15.4 (56)	-24.0 (56)	-15.8 (46)	-2.4 (35)	N/A	N/A	N/A	0.8 (33)	12/01/2016
	-14.4	-23.9	-15.6	-2.4	N/A	N/A	N/A	0.8	
IM International Multi-Cap Core Equity (MF) Median	-15.1	-23.6	-16.2	-3.0	N/A	N/A	N/A	0.2	

The inception date expressed on the Manager Performance Overview page(s) represents the first day of the first full month following the purchase of the investment. Performance figures shown at the fund level begin on this inception date. Inception dates for asset class composites reflect the start date at which these returns could be calculated using historical and existing system capabilities and may vary from the inception dates of underlying component strategies. Composite performance includes all funds held in the composite since inception.

Returns are net of fees unless otherwise stated. Mutual fund performance stated above may differ slightly from the current share class's historical performance due to share class exchanges.

Returns are expressed as percentages, and annualized only for periods greater than one year.

Asset Allocation

As of March 31, 2020

	Asset Allocation (\$)	Asset Allocation (%)	Target Allocation (%)	Differences (%)
OPEB Plan	2,742,014	100.0	100.0	0.0
Short Term Liquidity	12,540	0.5	0.0	0.5
Goldman Sachs Financial Square Fund	12,540	0.5	0.0	0.5
Fixed Income	1,105,573	40.3	35.0	5.3
Vanguard Total Bond Index Instl	1,105,573	40.3	35.0	5.3
Domestic Equity	896,206	32.7	35.0	-2.3
Vanguard Institutional Index Instl	663,446	24.2	25.0	-0.8
Vanguard Extended Market Index Adm	232,760	8.5	10.0	-1.5
International Equity	727,694	26.5	30.0	-3.5
Vanguard Developed Markets Index Instl	727,694	26.5	30.0	-3.5

Investments with a zero balance were held in the plan during the reporting period and will be removed once they no longer impact plan performance.
Asset Allocation weightings may not add up to 100% due to rounding.

Town of Newtown, CT

Performance Update As Of March 31, 2020

Portfolio Performance

Value	Performance(%)							Inception Date
	1 Month	QTD	1 Year	3 Years	5 Years	10 Years	Since Inception	
OPEB Plan	-9.7	-13.9	-5.4	2.2	2.6	N/A	3.8	05/01/2010
Blended Benchmark	-9.3	-13.9	-4.7	2.4	3.4	6.4	6.3	05/01/2010

Calendar Year Performance

	2019	2018	2017	2016	2015	2014	2013
OPEB Plan	19.3	-6.0	15.5	4.1	0.5	5.7	10.8
Blended Benchmark	20.5	-6.2	14.9	6.7	1.0	7.7	16.3

Allocation Mandate

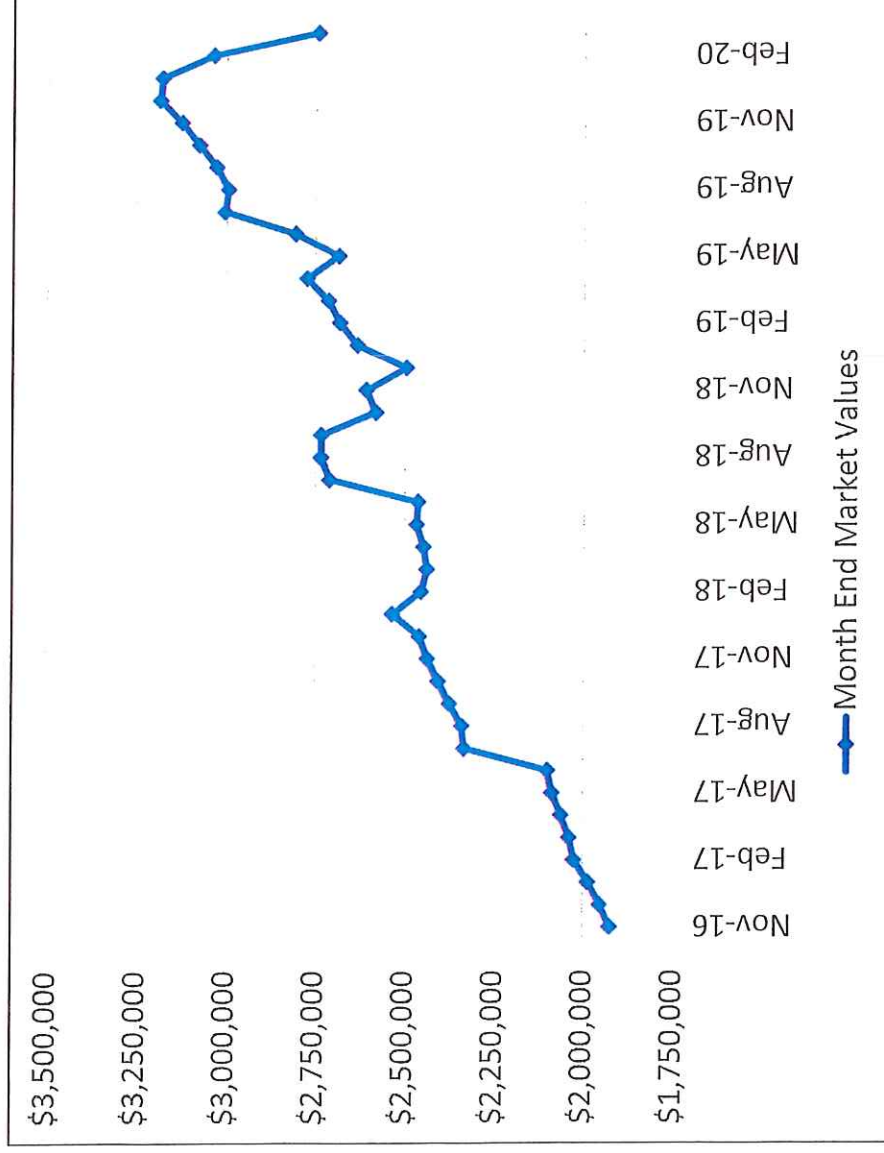
Aug-2017

Bimbg. Barc. U.S. Aggregate Index	35.00
Russell 3000 Index	35.00
FTSE Developed ex US Spliced Index	30.00

The allocation mandate represents the current benchmark composition for the portfolio. Please keep in mind that the investment objective may have changed over time.

Newtown OPEB

Market Value Summary



Month	Month End Market Value
April 2019	\$2,773,801
May 2019	\$2,685,681
June 2019	\$2,806,304
July 2019	\$3,004,622
August 2019	\$2,995,339
September 2019	\$3,027,966
October 2019	\$3,076,773
November 2019	\$3,125,508
December 2019	\$3,185,572
January 2020	\$3,178,871
February 2020	\$3,035,251
March 2020	\$2,742,014

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Manager Performance Overview

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	1 Month	QTD	1 Year	3 Years	5 Years	7 Years	10 Years	Since Inception	Inception Date
OPEB Plan									
Blended Benchmark	-9.7	-13.9	-5.4	2.2	2.6	4.0	N/A	3.8	05/01/2010
60% S&P 500 / 40% Bloomberg Barclays Aggregate Index	-9.3	-13.9	-4.7	2.4	3.4	5.2	N/A	6.3	
	-7.6	-10.9	-0.4	5.3	5.6	7.2	N/A	8.0	
Goldman Sachs Financial Square Fund									
90 Day U.S. Treasury Bill	0.0	0.3	N/A	N/A	N/A	N/A	N/A	0.9	08/01/2019
	0.3	0.6	N/A	N/A	N/A	N/A	N/A	1.4	
Fixed Income									
Blmkg. Barc. U.S. Aggregate Index	-0.6	3.3	9.1	5.0	3.9	3.7	N/A	4.1	05/01/2010
	-0.6	3.1	8.9	4.8	3.4	3.2	N/A	3.8	
Vanguard Total Bond Index Instl									
Blmkg. Barc. U.S. Aggregate Index	-0.6 (17)	3.3 (13)	9.1 (8)	4.8 (7)	N/A	N/A	N/A	4.7 (8)	12/01/2016
IM U.S. Broad Market Core Fixed Income (MF) Median	-0.6	3.1	8.9	4.8	N/A	N/A	N/A	4.6	
	-2.7	0.6	6.2	3.8	N/A	N/A	N/A	3.7	
Domestic Equity									
Russell 3000 Index	-14.9	-22.0	-10.9	3.1	N/A	N/A	N/A	5.1	12/01/2016
	-13.8	-20.9	-9.1	4.0	N/A	N/A	N/A	6.0	
Vanguard Institutional Index Instl									
S&P 500 Index	-12.3 (43)	-19.6 (44)	-7.0 (36)	5.1 (29)	N/A	N/A	N/A	7.0 (27)	12/01/2016
IM U.S. Large Cap Core Equity (MF) Median	-12.4	-19.6	-7.0	5.1	N/A	N/A	N/A	7.1	
	-12.6	-19.8	-8.4	3.8	N/A	N/A	N/A	5.7	
Vanguard Extended Market Index Adm									
S&P Completion Index	-21.3 (73)	-28.0 (49)	-20.5 (59)	-1.9 (26)	N/A	N/A	N/A	0.1 (25)	12/01/2016
IM U.S. Mid Cap Core Equity (MF) Median	-21.4	-28.0	-20.6	-2.0	N/A	N/A	N/A	0.0	
	-19.7	-28.3	-19.7	-3.6	N/A	N/A	N/A	-1.7	

Returns are expressed as percentages, and annualized only for periods greater than one year.

Manager Performance Overview

As of March 31, 2020

	1 Month	QTD	1 Year	3 Years	5 Years	7 Years	10 Years	Since Inception	Inception Date
International Equity									
<i>FTSE Developed ex US Spliced Index</i>	-15.4	-24.0	-15.8	-2.4	N/A	N/A	N/A	0.8	12/01/2016
	-14.4	-23.9	-15.6	-2.4	N/A	N/A	N/A	0.8	
Vanguard Developed Markets Index Instl									
<i>FTSE Developed ex US Spliced Index</i>	-15.4 (56)	-24.0 (56)	-15.8 (45)	-2.4 (36)	N/A	N/A	N/A	0.8 (35)	12/01/2016
	-14.4	-23.9	-15.6	-2.4	N/A	N/A	N/A	0.8	
IM International Multi-Cap Core Equity (MF) Median	-15.1	-23.6	-16.2	-3.0	N/A	N/A	N/A	0.2	

The inception date expressed on the Manager Performance Overview page(s) represents the first day of the first full month following the purchase of the investment. Performance figures shown at the fund level begin on this inception date. Inception dates for asset class composites reflect the start date at which these returns could be calculated using historical and existing system capabilities and may vary from the inception dates of underlying component strategies. Composite performance includes all funds held in the composite since inception.

Returns are net of fees unless otherwise stated. Mutual fund performance stated above may differ slightly from the current share class's historical performance due to share class exchanges.

Returns are expressed as percentages, and annualized only for periods greater than one year.

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Fiduciary Investment Advisors, LLC - 100 Northfield Drive, Windsor, CT 06095, www.fiallc.com, 1-866-466-9412

SCOPE AND FEE

Sandy Hook Permanent Memorial

Newtown, CT

04.07.20

an affiliate of



swa

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- 2. Appendix A: Civil Proposal and Fee**
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- 4. Appendix C: Geotech/Structural Proposal and Fee**
- 5. Appendix D: Lighting Proposal and Fee**
- 6. Appendix E: Electrical/Plumbing Proposal and Fee**
- 7. Appendix F: Associated Landscape Architect Scope and Fee**

SWA Scope, Proposal and Fee



SWA San Francisco

April 7, 2020

530 Bush Street
6th Floor
San Francisco, California
94108
+1.415.293.1522
www.swagroup.com

First Selectman Daniel Rosenthal
Town of Newtown
3 Primrose Street
Newtown, Connecticut
06470

Re: Sandy Hook Permanent Memorial Full Services
SPMT001

Dear Mr. Rosenthal:

We are pleased to submit the following proposal for Professional Services in connection with the project referenced above. This Agreement is by and between SWA Group ("SWA") and the Town of Newtown, Connecticut ("Client"). SWA shall provide professional services on the project referenced above, the extent of which is indicated on the attached drawing entitled: "Project Area."

SWA Group will engage, as Associated Landscape Architects, Artemis Landscape Architects of Sandy Hook, Connecticut. SWA will be the Prime Professional for this project. The detailed scope of services assigned to each entity is described in Section II of this document. The general description of scope of services is as follows:

I. SCOPE OF SERVICES

- A. Consultant Team shall provide project administration documents, schematic design, design development, water feature mock-up, construction documentation and construction administration as later described, for the following scope items:
1. Finish grading and surface drainage of pedestrian pavements and planting areas from back of property line meeting current national and Connecticut ADA regulations.
 2. Pedestrian pavements including material selection.
 3. Landscape walls, steps, railings, and related site structural elements not a part of the buildings (if any).
 4. Fences, decks, seating devices, and structural amenities (if any).
 5. Planting including trees, shrubs, perennials, ground covers, and soil amendment.
 6. Irrigation downstream from mainline point-of-connection, if required.
 7. Coordinate the selection, location and mounting details of fixtures for site lighting.
 8. Civil Engineering - see Appendix A for Civil Engineering proposal and scope.
 9. Water Feature Engineering - see Appendix B for Water Feature Engineering proposal and scope.
 10. Geotechnical Engineering - see Appendix C for Geotechnical Engineering proposal and scope.
 11. Structural Engineering - see Appendix C for Structural Engineering proposal and scope.
 12. Lighting Consultant - see Appendix D for Lighting Engineering proposal and scope.
 13. Electrical & Plumbing Engineer- See Appendix E for Electrical & Plumbing Engineering proposal and scope.
 14. Associated Landscape Architect- See Appendix F for Associated landscape architect proposal and scope.

II. PROCEDURE

A. Project Administration Documents (to be completed by SWA as part of Schematic Design)

1. Prepare Draft and Final Project Schedules in conjunction with Construction Manager. The Project schedule shall include task start and completion dates, critical path, date of submitting deliverables, Town review time, and project milestones.
2. Conduct a Project Initiation meeting with Town. The Project Initiation Meeting shall occur before beginning substantive work on the project.
3. Organize monthly meetings with consultant team and Town and provide meeting summaries and action items.

B. Schematic Design

1. Based on the approved landscape concept plan, The Consultant Team will prepare schematic design drawings further defining the overall character and treatment of landscape architectural design.
2. SWA Shall Provide:
 - Illustrative schematic landscape plan
 - Review preliminary cost estimate in conjunction with Construction Manager
 - 3D massing model (Sketch Up or Rhino)
 - Prepare CAD backgrounds for all subconsultants
3. Artemis shall provide:
 - Prepare preliminary plant list with guidance from SWA
 - Illustrative site sections (up to 3)

C. Design Development

1. Upon Client's authorization to commence design development, The Consultant Team shall prepare design development drawings and a preliminary estimate of probable construction cost. The design development plans will define the character and essentials of the project, including selection of materials. This work will be conducted in collaboration with Construction Manager chosen by Newtown.
2. Plant selections will be refined based on soils suitability or limitations. Stormwater management, infiltration, and treatment areas will be identified and coordinated with other project consultants.
3. SWA shall assist Client in filing the appropriate plans and documents which are required to secure the necessary design approvals from the various governmental agencies having jurisdiction over the project, but Client shall be solely responsible for securing all such approvals.
4. SWA shall provide:
 - Layout and materials plan
 - Area enlargement plans (2)
 - Planting plan
 - Site furnishings, lighting, materials images
 - Design development, key element details
 - Prepare prescriptive design specifications to coordinate with construction manager
 - Detailed design of water feature with Water Feature Consultant
 - Preliminary technical specifications in CSI Master Format

- Review updated cost estimate with Construction Manager
- Mainline irrigation layout

5. Artemis shall provide:

- Develop planting schedule and key planting details
- Irrigation water budget and hydro-zones
- Design development, key element details
- Develop detailed sections

D. Water Feature Mock-up

1. A scaled model of the water feature is required to evaluate the functionality of the system and enable testing of the design. The mock-up testing will be conducted on site before substantial completion of construction documents, so that the feedback from the testing can be reflected in the drawings and cost-estimate. Water Feature Consultant will oversee construction of mock-up with assistance from SWA, Artemis and Construction Manager. The mock-up cost is estimated at \$21,000.
2. SWA shall provide:
 - Review and comment of mock-up design
 - 1 site visit to review testing of mock-up
3. Artemis shall provide:
 - Oversee on-site construction of water feature mock-up in collaboration with Water Feature Consultant
 - Report on progress of water feature testing and feedback
 - Conduct site visits, as needed

E. Construction Documents

1. Upon Client's approval of the design development plans and preliminary cost estimate, Consultant Team will develop working drawings and technical sections of specifications to construct the work and shall prepare a final estimate of probable construction cost. Technical sections of specifications shall be prepared in Construction Specifications Institute (CSI) MasterFormat. Client shall be responsible for Bidding and Contract Requirements and General Requirements divisions of the specifications.
2. Consultant Team shall prepare working drawings and technical sections of specifications to reasonably conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time of preparation.
3. In developing working drawings and technical sections of specifications, Consultant Team shall use its best efforts to coordinate its services with those of other consultants and to maintain a construction budget in accordance with the preliminary design estimate of probable construction cost accepted by Client at the end of the preliminary design phase.
4. Artemis shall provide:
 - Materials schedules
 - Layout plan
 - Area enlargement plans
 - Tree planting plan
 - Ground plane planting plan
 - Plant schedules
 - Irrigation plan and details

- Construction & planting details for all landscape elements
- Technical landscape specifications in CSI format
- Review updated cost estimate

5. SWA shall provide:

- Review Construction Documents prepared by Artemis based on final Design Development drawings.
- Provide mark-ups of Construction Documents to show where design intent is not correctly represented. If design shown in Construction Documents defers significantly from design intent, SWA reserve the right to reject drawings.
- SWA will attend up to 6 teleconference calls with consultant team and Town officials.

F. Construction Administration

1. Consultant Team shall make periodic visits to the site to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in accordance with design intent and construction documents. On the basis of its observations while at the site, Consultant team will keep Client informed of the progress of construction. Consultant may recommend to Client the rejection of work failing to conform to the contract documents.
2. Consultant team shall endeavor to secure compliance by the contractor to the plans and specifications. Consultant team shall not be responsible for construction means, methods, techniques, sequences or procedures, or job-site safety, in connection with the work and shall not be responsible for the contractor's errors or omissions, or failure to carry out the work in accordance with the contract documents.
3. Artemis shall provide:
 - Site visit reports
 - Submittals review
 - Review of shop drawings
 - Field sketches for clarifications purposes
 - Responses to RFI's
 - Select and pre-tag specimen plant materials that are to be proprietarily selected.
 - Prepare and process change orders only with prior approval of Client.
4. SWA shall provide:
 - Submittals review
 - Review of shop drawings

III. DEVELOPMENT BUDGETS

- A. Based upon the current level of information on the project and our understanding of the present concept, we estimate that the approximate budget for construction of items under the above scope of services should be established at \$3,700,000. The fee quoted in this proposal is based upon our understanding of the present concept and this budgetary figure.

IV. DESIGN APPROVAL

Office of First Selectmen of Newtown has been designated as the person responsible for design direction to SWA for this project and has the authority for design approval.

V. MEETINGS AND SITE VISITS

This proposal includes Professional Service time for up to 12 meetings for coordination with Client, agencies, or consultants. Additional meetings shall be agreed upon between SWA and the Town of Newtown and shall be billed as Additional Services. Travel expenses shall be billed as Reimbursable Expenses and shall not exceed \$5,000.

VI. EXCLUSIONS TO SCOPE OF SERVICES

Client shall provide the following information or services as required for performance of the work. SWA assumes no responsibility for the accuracy of such information or services and shall not be liable for error or omissions therein. Should SWA be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

- A. Engineering other than that provided in Scope of Services.
- B. Construction Administration and Bidding Period.
- C. Any item not specifically addressed in this proposal.

VII. FEES AND TERMS

Services shall be provided on an hourly basis in accordance with the terms and conditions in Appendix A attached hereto and which is incorporated and made part of this Agreement by reference. The Fee for Professional Services shall not exceed \$282,000 without further authorization.

We estimate the following fee breakdown by phase in the table below:

FEE SPREADSHEET

	Schematic Design 12 Weeks	Design Development 12 Weeks	Mock Up 4 weeks	Construction Documents 12 Weeks	Construction Administration 14 weeks	Total
Landscape Architect and Prime Fee SWA Group	\$35,000	\$50,000	\$2,000	TBD	TBD	\$87,000
Associated Landscape Architect Fee TBD	\$15,000	\$15,000	\$8,000	TBD	TBD	\$38,000
Civil Engineering Fee JMC	\$16,500	\$16,000		TBD	TBD	\$32,500
Water Feature Design Fee Fluidity	\$30,000	\$30,000	\$3,000		TBD	\$63,000
Geotech/Structural Fee GNBC Engineers	\$11,000	\$2,000		TBD	TBD	\$13,000
Lighting Fee Atelier Ten	\$4,000	\$13,000		TBD		\$17,000
Electrical/Plumbing Fee Centek Engineering, Inc.		\$5,500		TBD	TBD	\$5,500
	\$111,500	\$131,500	\$13,000			\$256,000
				Mock-up Cost		\$21,000
				Reimbursables		\$5,000
				Total		\$282,000

TBD= To be determined at later date

April 7, 2020

SPMT801

Page 6 of 12

We would be pleased to answer questions you may have or to clarify the various points above.

If this proposal meets with your approval, please sign below and return one copy for our files.

Sincerely yours,

SWA GROUP



René Bihan

Contracting Agent

Landscape Architect, CA License #3682

Landscape Architects are licensed by the State of California

Accepted: Town of Newtown

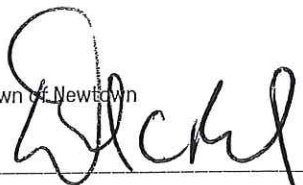
Signed:

Name:

Title:

Email:

Date:



Daniel C. Rosenthal

First Selectman

dan.rosenthal@newtown-ct.gov

4-21-2020

Appendix A

Appended to and part of Agreement for Professional Services between SWA Group (SWA) and Town of Newtown dated March 18, 2020.

FEES FOR PROFESSIONAL SERVICES

Services outlined under the Scope of Services shall be provided for the fixed sum stipulated in the Agreement for Professional Services.

REIMBURSABLE COSTS

The following costs shall be reimbursed at cost and are not included in the Fee for Professional Services:

- A. Cost of copies of drawings, specifications, reports and cost estimates; xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract.
- B. Cost of commercial carrier and public transportation, lodging, car rental and parking, subsistence and out-of-pocket expenses. Private automobile travel at the IRS-allowable rate at the time of traveling.
- C. Cost of postage and shipping expenses other than first class mail.
- D. Long distance telephone charges.
- E. Photographic services.
- F. Cost of models, special renderings, promotional photography, special process printing, special equipment, special printed reports or publications, maps and documents approved in advance by Client.
- G. Fees for additional consultants retained with the approval of Client.

ADDITIONAL SERVICES

Additional Services shall be provided on a time basis computed by number of hours spent in connection with referenced project. The following is a list of principal(s) committed to this project:

Principal	Rate/Hour
Bihan	\$295
Associate Principal	Rate/Hour
Affleck	\$167
Associate	Rate/Hour
Waldo	\$135

Other principals, if used on this project, have rates ranging from \$200 to \$316 an hour. These rates are applicable for six months from the date of the Agreement for Professional Services.

Other employee time shall be charged at a multiple of two and one-half (2.5) times Direct Personnel Expense.

Additional Services include but are not limited to:

- A. Preparation of technical sections of specifications in other than Construction Specifications Institute (CSI) format.
- B. Revisions and changes in drawings, specifications or other documents when such revisions are inconsistent with approvals or instructions previously given by the Client; required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or the preparation of alternates or deductive change orders requested by Client.
- C. Services with respect to replacement of any work damaged during construction.
- D. Services required as a result of the default or insolvency of contractor.
- E. Preparation of as-built drawings, record drawings or of measured drawings of existing conditions.
- F. Providing services if, in Guaranteed Maximum Price (GMP) projects, the construction budget for SWA scope items is reduced through no fault of SWA.
- G. Providing services if, in "fast-track" projects, revisions to design or construction documents are required because of prior construction commitments or changes required in the construction process outside the control of SWA.
- H. Cost of review as to form of lenders documents, certifications and consents to assignment requested of SWA during the term of this Agreement.
- I. Fees for additional consultants not included in SWA's Basic Services and retained with the approval of Client

STATEMENTS

Fees for Professional Services and Reimbursable Costs shall be billed monthly.

ACCOUNTS

Accounts are payable net 30 days from date of invoice at our office in Sausalito, California. A cash discount of 1% of invoice amount may be taken on accounts paid within 30 days of invoice date

INSURANCE

At all times during the performance of its services under this Agreement, SWA shall maintain in full force and effect the following insurance, with the coverages and limits specified:

- A. Workers' compensation insurance, including occupational disease, in accordance with the statutory requirements set forth by the state in which the work is to be performed, and employer's liability insurance covering all of SWA's employees engaged in the performance of this Agreement, in the sum of \$1,000,000.00.
- B. Commercial general liability insurance, including Landscape Architect protective liability and contractual liability insurance, covering death or bodily injury and property damage of \$1,000,000.00 for any one accident, bodily injury and property damage combined single limit.
- C. Commercial automobile liability insurance covering SWA for claims arising from owned, hired and non-owned vehicles covering death or bodily injury and property damage with limits of \$1,000,000.00 for any one accident,

bodily injury and property damage combined single limit.

- D. Professional liability (errors and omissions) insurance, on a claims-made basis, with limits of \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.
- E. Certificates of insurance covering any or all of the above insurance required to be maintained by SWA shall be provided to Client upon written request.
- F. Should Client request in writing that modifications be made to the stated policy limits or deductibles, SWA shall use its best efforts to have its insurers accommodate such modifications. All charges and additional premiums levied by insurers for such modifications shall be paid by Client in advance.
- G. Upon written request by Client, SWA shall use its best efforts to have Client named as an additional insured on the Commercial general liability and Commercial automobile liability policies described above, subject to acceptance by the insurer.

INDEMNIFICATION

- A. To the extent of available coverage under the insurance coverage as provided in this Agreement, SWA shall indemnify and save harmless (but not defend) Client against any and all loss, liability and damages arising out of any claim, suit or legal proceeding to recover damages for wrongful death, bodily injury, illness or disease, or injury to, or destruction of property to the extent caused by the negligent errors or omissions or willful misconduct of SWA, its subcontractors, agents or employees.
- B. Client shall indemnify and save harmless SWA from and against any and all loss, liability and damage arising out of any claim, suit or legal proceeding to recover damages for wrongful death, bodily injury, illness or disease, or injury to, or destruction of property, to the extent caused by or attributable to:
 - 1. The negligent errors or omissions or willful misconduct of Client, its contractors, subcontractors, agents or employees.
 - 2. Any hazardous substance, condition, element or material, or any combination of the foregoing, produced by Client; or emitted intentionally or unintentionally from the property on which the project is located or from the facilities to be designed; or specifically required by Client to be used or incorporated by SWA into the work to be performed by SWA. SWA shall not be under any duty or obligation to investigate for the existence of such conditions, and shall not be responsible for any failure to discover such conditions.
 - 3. Failure of Client to provide information or services required to be provided by Client under the terms of this Agreement or from any inaccuracy, error or omission in such information or services.

DISPUTE RESOLUTION

The parties agree that they shall attempt to resolve any controversy, claim or dispute between them arising out of or relating to the interpretation, construction, or performance of this Agreement, or breach thereof (collectively the "Claim") by consultation between Principals of the parties. Any Claim which is not resolved by consultation shall be referred to voluntary, non-binding mediation to be conducted by a mutually acceptable mediator. If parties cannot resolve by mediation, matter shall be taken up by Courts in Connecticut. Costs of mediator shall be split equally between the parties.

CONFIDENTIALITY

SWA will use its best efforts and will take reasonable precautions to protect and maintain the confidentiality of any information supplied by Client during the course of this Agreement and which is identified in writing by Client as being confidential information, except to the extent that disclosure of such information to third parties is necessary in the performance of SWA's services. This clause shall not apply to any information which is in the public domain, or which was acquired by SWA prior to the execution of this Agreement, or obtained from third parties under no obligation to Client.

AUTHORIZATION TO PROCEED

If SWA is authorized to commence and/or continue providing its services on the project, either verbally or in writing, prior to the full execution of a written contract, such authorization shall be deemed an acceptance of this proposal, and all such services shall be provided and compensated for in accordance with the terms and conditions contained herein as though this proposal were fully executed by the Client.

OWNERSHIP OF DOCUMENTS

Original drawings and other documents, as instruments of professional service, are the property of SWA. None of them is to be used on other projects except by written agreement of SWA. One reproducible set of final documents will be furnished to Client upon request.

DOCUMENTS FURNISHED IN ELECTRONIC MEDIA

Drawings and data provided to SWA in digital format must be in a form acceptable to SWA. Drawing files shall be in AutoCAD dwg format version 2018 or higher, or an SWA-approved alternative. All files must be created with a legal license. As restricted by copyright law, SWA cannot accept any dwg or other file generated under an educational AutoCAD software license.

Instruments of professional service provided by SWA in electronic media form, once released by SWA, may be subject to inaccuracies, anomalies and errors due to electronic translation, formatting or interpretation. SWA is not responsible for errors and omissions because of these conditions, nor for those resulting from conversion, modification, misinterpretation, misuse or reuse by others after electronic media is released by SWA.

CREDITS/ACKNOWLEDGMENTS

SWA shall be given proper credit and acknowledgments for all services rendered including, but not limited to, planning, design and implementation. Proper credit shall be defined as being named by Client (or their agent/client) in project identification boards, published articles, promotional brochures, and similar communications.

FORCE MAJEURE

SWA shall not be responsible for any delay in the performance or progress of the work, or liable for any costs or damages sustained by Client resulting from such delay, caused by any act or neglect of the Client or Client's representatives, or by any third person acting as the agent, servant or employee of Client, or by changes ordered in the work, or as a result of compliance with any order or request of any federal, state or municipal government authority or any person purporting to act therefore, or by acts of declared or undeclared war or by public disorder, riot or civil commotion, or by any other cause beyond the control and without the fault or negligence of SWA. In the event of any such delay, SWA shall proceed with due diligence to alleviate such delay and continue the performance of all obligations under this Agreement. The time during

which SWA is delayed in the performance of the work, shall be added to the time for completion of its services to the extent such time is specified in this Agreement. All additional costs or damages resulting from any delay in the performance or progress of the work caused by any act or neglect of Client, its agents or representatives, shall be borne entirely by the Client.

LAW

This Agreement shall be interpreted and enforced according to the laws of the State of Connecticut.

VALIDITY

Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of the Agreement are declared to be severable.

SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement shall be binding upon Client and its successors and assigns and upon SWA, its successors and assigns. Neither party shall assign nor transfer its interest in this Agreement or any part thereof without the written consent of the other party.

TERMINATION AND WORK STOPPAGE

It is understood that these services may be terminated upon 10 days' written notice for good reason by either party. In this event, SWA shall be compensated for all work performed prior to date of termination at the rates set forth above. Additionally, in the event that Client stops the project for longer than 30 days, SWA will be compensated for all work which has been performed by SWA prior to the date of work stoppage and payment shall be paid by Client for such work to SWA within 30 days of SWA's invoice to Client for those services rendered.

REVOCATION

This proposal shall be considered revoked if acceptance is not received within 90 days of the date hereof.

ENTIRE AGREEMENT

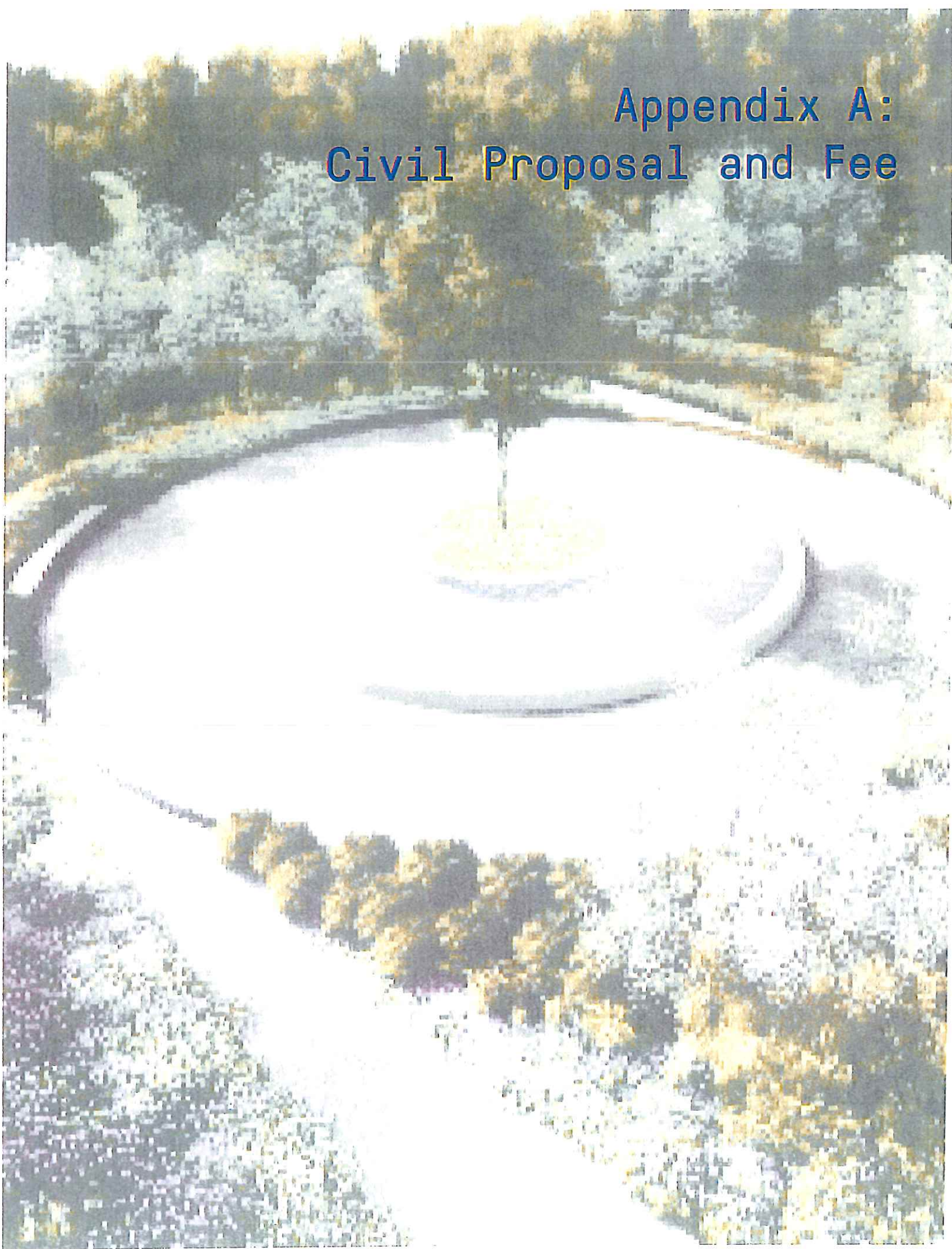
This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations, by any party which are not embodied herein and that no other agreement, statement or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties.

END

Project Area



Appendix A: Civil Proposal and Fee





Site Planning	Environmental Studies
Civil Engineering	Entitlements
Landscape Architecture	Construction Services
Land Surveying	3D Visualization
Transportation Engineering	Laser Scanning

January 13, 2020

Mr. Daniel Affleck
SWA San Francisco
530 Bush Street, 6th Floor
San Francisco, CA 94108

RE: Sandy Hook Permanent Memorial
28 Riverside Road, Sandy Hook
Newtown, CT 06482

Proposal for Civil Engineering and Surveying Services

Dear Mr. Affleck:

Thank you for considering JMC for this very important project. As you aware, our firm was previously involved in the early site assessment of the subject property providing survey services, preliminary environmental analyses, grading and drainage evaluations, as well as access and circulation studies. Our survey department specifically prepared the boundary survey documents which allowed for the eventual subdivision and acquisition of the property. As a long time resident of Newtown and managing partner of JMC, I appreciate the opportunity for JMC to continue to play a role on this important project.

We have familiarized ourselves with the SD Revision Review document, dated 11/25/2019, provided by your office, which describes the anticipated overall concept for the memorial. Per our conversation, we are relying on the Scope of Services you provided to our office late last week, as the basis for this proposal. We have adjusted the scope slightly based upon our knowledge of the project site based upon the previously completed site assessment, Newtown Code, and requirements of other authorities that may have jurisdiction.

The services of a wetland specialist are also required for this project. As discussed, Evans Associates, a Connecticut based wetlands specialist, is uniquely qualified for this project since they are familiar with this location. Their firm provided an early assessment of this property to the Sandy Hook Permanent Memorial Commission (SHPMC) as part of the above noted early site assessment. We will retain Evans Associates as a sub consultant. Accordingly, we have incorporated their services into this proposal.

In addition to civil engineering and surveying, JMC offers a full range of services including site planning, environmental studies, landscape architecture, traffic engineering, design management and construction observation services. Having such diverse capabilities, we are able to provide

JMC Planning Engineering Landscape Architecture & Land Surveying, PLLC | JMC Site Development Consultants, LLC

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complete project development services "in-house". This enables us to closely monitor and control the project's progression from its very start, enabling us to meet the required deadlines. Should the project require any of these services, would be happy to provide you with a separate Proposal.

Our clients have constant access to the staff and complete resources of the firm. Each project, from start to finish, is under the direction of a Principal, assisted by Project Managers and Designers. Our capabilities also enable us to consistently meet demanding time schedules without sacrificing quality or economy in the proposed design.

Accordingly, we are pleased to provide the following Scope of Services:

I. SCOPE OF SERVICES

Our team at JMC will work closely, in a collaborative manner, with the SWA Design Team to complete the below scope of services in accordance with appropriate requirements of the governing agencies. We understand that the proposed documents, deliverables, scope described below, have been provided to adequately facilitate the development of construction documents needed for the required permit submittals and eventual construction of the project. The recommended services identified within this proposal are intended to serve as the project's design intent and satisfy the regulatory requirements. The JMC team also understands that every project can potentially be subject to specific requirements and conditions during the permitting process, that cannot be fully anticipated and may require additional documentation and support not covered in this scope.

A. Survey of Property

We will prepare a Survey of Property Map for the subject property totaling approximately 6.41 acres, at scale of one-inch equals forty feet (1"=40'). We will perform the field measurements, computations and analysis required to prepare the Map. The survey will be prepared in accordance with the Regulations of Connecticut State Agencies Section 20-300b-1 through 20-300b-20, complying with the "A-2" class of horizontal accuracy. The Map will show visible features such as pavement, buildings, and walkways, including the relationship of the site boundary to structures and lines of occupation such as walls, fences or the boundary markers found. Bearing base shall be referenced to a record property description. The map will also depict adjacent tax lot numbers, owners name and address, encroachments and deviation from the deed lines.

We will use the most current lot lines to prepare this survey unless otherwise informed. Based upon your request and our knowledge of the site it appears that the lot has been subdivided.

We do not propose to set or stake property corners as part of this proposal. However, we will be pleased to provide a separate proposal for such work if you desire.

B. Topographic, Tree and Utility Survey

We will prepare a Topographic Survey Map of the approximately 6.41-acre subject property at scale of one-inch equals 40 feet (1"=40'). In preparing the map we will use the boundary line information as shown on the Survey of Property, to be prepared as described in the above phase, and include visible features such as buildings, walls, paved areas, fences, utility poles, light poles, the edge of planted or wooded areas, paths, drives, water elevation, water edge and substantial rock out crops.

Topographic relief will be indicated by two (2) foot contours in all areas, supplemented with spot elevations. Elevations will reference NAVD 1988. The map will include the subject property, an overlap of 10-15 feet onto adjacent properties and to the northerly curb line of the adjacent Riverside Road. The total area of topographic coverage is approximately 7.4 acres.

Two years ago, JMC completed a topographic survey of approximately 3.5 acres of the topographic survey coverage. Under this proposal, we will complete the topographic survey of the remaining approximately 3.9 acres.

We will complete a tree survey of the 7.4-acre area described above. We will locate and map trees having a diameter of 6" and greater measured at 4.5' above grade. While completing the topographic survey of the property two years ago, JMC located trees of 8" and greater on the approximately 3.5 acres. We will update those trees previously located and add the smaller trees in the 3.5-acre area. In addition, we will locate and map trees on the subject lot where trees were not previously located.

The location of existing utilities will be required for the preparation of any design plans. The utility locations will be limited to the topographic coverage area and the upstream and downstream structure for sewer and drainage.

We will complete measurements to locate visible surface structures such as storm drains, manholes, fuel fills, utility valves, meters, light poles and vents. We will indicate the probable location of underground features as indicated by surface inspection and invert elevations, pipe sizes and types of materials will be shown where accessible.

The water and sewer districts currently adjoin the property to the southwest. We do not know if the sewer and/or water adjoin our property. We will request the Town of Newtown to mark out the water main and sewer, if applicable.

C. Wetland Survey

We understand that Evans Associates will be delineating and flagging the wetlands on the property. We will locate and map wetland flags on the above described Topographic Survey Map.

D. Wetland Review/Permit Application Coordination

As stated above, we will retain Evans Associates, a Connecticut based wetland specialist, as a subconsultant to assist with this phase of work. Evans Associates will perform a full assessment of the jurisdictional boundaries including wetlands, top of bank and open water for inclusion in the site survey. Evans Associates will field locate the wetland and provide Jurisdictional Boundary Flagging on Site. Evans Associates will also assist in the preparation of applications necessary to request permits from jurisdictional agencies.

A proposal prepared by Evans Associates is included as Appendix 'A' of this document.

E. Schematic Design Stage

I. Schematic Engineering Design Package

Upon completion of the property survey documents, wetland analysis, assessment, programing, and concept phase, we understand that your office will prepare Schematic Architectural Plans. Based upon plans provided by your office, we will prepare preliminary civil engineering drawings which are intended to provide further recommendations with regard to the site improvements. Prior to beginning plan work below, we will identify any areas of concern.

a. Schematic Site Plans

The Schematic Site Plans will show the preliminary engineering design for the sidewalk, pedestrian access, vehicular access and associated site improvements such as utilities, and grading. The plans will also depict how the proposed sidewalk improvements will adhere to State and Federal and accessibility requirements.

The design of the Schematic Site Plans will be superimposed over the project property, topographic, tree, wetland and utilities survey information as described above. We will require an AutoCAD file from you which includes the exterior limits of the proposed improvements, all pedestrian access locations, and the existing and proposed utility service locations, with inverts and sizes where and as appropriate.

Specific Schematic Design Drawings for the civil improvements to address project scope as identified by SHPMC and your office will include the following:

i. Existing Conditions Map

We will incorporate the information from the surveys described above into the drawing package as an Existing Conditions Map of the property.

The purpose of the Existing Conditions Map will be to provide a base drawing for depicting and designing the proposed improvements.

ii. Layout & Grading Plan

This plan will include the design of the proposed site improvements, including stairways, ramps, etc., all of which will be approximately dimensioned. The plan will also include the design of the proposed site grading to implement the project. The Layout & Grading Plan will include the establishment of the elevations of the proposed hardscape, grades around the parking areas and hardscape and the grading of other site features. The Layout & Grading Plan will also include the proposed contours and spot elevations which will be superimposed over the existing topographical information.

iii. Utilities Plan

This plan will include preliminary stormwater management facilities and storm drainage system to serve the proposed development including catch basins, pipes and drain connections. The Utilities Plan will depict the design of the water lines to service the Memorial from existing facilities in a schematic format.

We will work with your office to schematically design exterior lighting for the public areas of the site. We understand that this will be required for budgeting purposes.

We will coordinate our work with your office and the project MEP Engineer who will provide electric and gas load information and water flow and pressure requirement for future coordination with utility companies.

iv. Pond Restoration Plan

This plan will include the schematic design of the pond restoration plantings. The plantings will be identified as shade tree, flowering tree, evergreen, shrub, shrub massing, and perennial/ground cover massing. A list of potential plants for each one of the plant categories will be included on the plan. JMC will consult with Evans Associates in the preparation of this plan.

The schematic design plans will be issued to the team at 100% completion in PDF and AutoCAD format.

b. Schematic Design Phase Workshops

Under this phase of work we will attend three (3) design team workshops with the design team, owner and/or governmental agencies, as required.

F. Design Development Package

Upon receipt of comments on the Schematic Design Package from the project team, we will prepare the Design Development Package. We will visit the project site two (2) times during the preparation of these documents to further understand existing conditions and how design elements will fit within them.

The design development package will include the following:

1. Design Development Civil Engineering Drawings

We will prepare Design Development Drawings working in conjunction with you and the rest of the project team, for submission to SHPMC. We will advance the Schematic Design Drawings listed above and incorporate the comments from the project team and owner. The civil design drawings in the Design Development Package will also include drawings showing the Details of the proposed site improvements including manholes, sidewalks, curbing, pavement recommendations, trenching, stormwater structures and other site features as required for the site development work.

2. Stormwater Management Design

In accordance with the Town Code, JMC will design and prepare Stormwater Management documents that: Incorporate low impact design features; Identify areas for possible infiltration and aquifer recharge; Incorporate Non-Point source pollution controls; and complies with State of Connecticut Stormwater quality standards, as amended. As required, since the project includes over two acres of disturbance, a watershed map will be provided along with an impact analysis of the overall watershed.

3. Application Assistance

We will work with your office and SHPMC to prepare applications required by the various Boards and Commissions with the Town of Newtown which have jurisdiction over the project. Although the extent of involvement of each municipal agency may only be determined once a site plan is developed for the Memorial, we have assumed that the Planning and Zoning Commission and the Inland Wetland and Watercourse Commission will be involved in some aspects of the project entitlements. We further understand that the Newtown Board of Selectman will play a major role in determining the budget and direction of the project. JMC will provide assistance in the preparation of applications as required by the involved agencies.

4. Design Development Specifications

We will begin work on the project's technical specification for the civil design elements. The "draft" specifications will outline the means and methods for the project moving forward. The specifications will be developed in a CSI format.

5. Design Development Meetings/Workshop

Under this phase of work we will attend four (4) meetings/workshops with the design team, owner and/or governmental agencies, as may be required.

G. Enabling Works

Upon approval of the Schematic Design, the Civil Engineer will develop construction documents for bidding of project enabling works to accelerate the design and construction process. We will assist with general initiation and coordination of this phase, and will attend three (3) meetings with the design team and owner. We will also prepare a Demolition and Site Clearing/Tree Protection Plan, an Erosion and Sediment Control Plan, and a Rough Grading/Mass Earthwork Plan, along with Full Specifications.

H. Construction Documents

Deliverables for the Construction Document Stage shall include the following.

1. Civil Construction Drawings

In conjunction with your office, we will prepare Civil Construction Documents for approval, bidding and construction. Our Construction Documents will be based on the Design Development Drawings prepared in the previous phase. Prior to completing this phase of the project, we will require final Architectural Plans for the Memorial improvements.

The final Memorial footprint and utility service locations will be incorporated into the documents. The Construction Documents will include the Existing Conditions Map, Utilities Plan, and Construction Details. The previously completed Design Development Layout & Grading Plan will become part of the JMC drawings described herein. These drawings will be brought to the level required for bidding and construction purposes.

2. Technical Specifications

We will prepare the Technical Specifications for the civil engineering and landscape work which will outline the construction methods and procedures to be followed by the contractors, as well as specifications on the materials for the

project. These specifications, prepared in CSI format, will include sections on scope of work, project layout grading, utilities, plant material, lawn, topsoil, pavements, curbs and miscellaneous construction elements.

3. Construction Design Meetings/Workshops

Under this phase of work we will attend two (2) meeting/workshops with the design team, owner and/or governmental agencies, as may be required.

I. Construction Phase Services

1. Construction Administration

Under this phase of the work, we will provide the various services required during the construction process that are not specified under other phases of work. This work will include assistance with obtaining the Building Permit, the exchange of emails and telephone conversations with you and/or the contractor to discuss minor issues that may arise, such as unforeseen conditions, and addressing requests for substitutions of certain site materials and/or elements.

2. Shop Drawing Review

We will review Shop Drawings emailed by the Contractor. The Shop Drawings will be reviewed for compliance with the materials specified on the plans and Technical Specifications. We will coordinate any questions we have with the Contractor as needed to facilitate and expedite our review. The Shop Drawings will be emailed to the Contractor and your office with the following notations:

- a. No Exceptions Taken
- b. Make Corrections Noted
- c. Revise and Resubmit
- d. Rejected

A complete record of all submitted Shop Drawings and status will be maintained by JMC. The quantity and quality of the Shop Drawings are not known at this time. Accordingly, this Proposal provides a budget fee for this scope of work. We will provide you with a Proposal for additional services as may be required.

3. Requests for Information Response and Clarification

We will avail ourselves by telephone and email to handle day-to-day coordination, provide clarification, answer contractor's questions, and respond to RFIs. All RFIs will be responded to in writing. We will review Change Orders for construction revisions that may occur during the course of our work.

4. Construction Observations & Reports

During the construction of the project, a representative of JMC will periodically visit the site to observe the status of the site construction and to verify conformance with the Civil and Landscape Construction Documents. The representative will prepare a report documenting the day's observations. For the purpose of this proposal, we have anticipated that the site work will take approximately nine (9) months to complete. We will also visit the job site during construction to ensure quality control and conformance with the Site Plans approved by the agencies having jurisdiction over the project. For the purposes of this Proposal, we have assumed that six (6) site visits will be required, we have budgeted eighteen (18) hours of time under this phase. We will submit a memorandum to your attention for each of the site observation visits.

Assumptions

The following items are to be provided by SWA or SHPMC prior to commencement of work:

- Design will be based upon the Client's approved site plan layout and provided to the Civil Engineer in Revit compatible software, AutoCAD Civil 3D.
- Available site utility information, record documents, existing engineering and utility analysis will be provided.
- Primary design element elevations will be provided.
- Historical project information.
- Environmental Assessments Reports.
- Geotechnical Engineering Report.
- Phase durations will generally correspond to those shown in the SD Revision Review document. Extensions to the project schedule and associated engineering efforts will be addressed by contract addendum.
- It is assumed that final approval of the Stormwater Management Plan will be issued upon agency review of the executed approved preliminary plan. Additional civil engineering efforts required to achieve final approval due to agency, owner, or contractor changes will be addressed by contract addendum.

II. DESIGN SCHEDULE

We are prepared to immediately begin work on this project upon your authorization. Below is a breakdown of our anticipated time schedule for completing the various phases of the work noted above:

PHASE

TIME SCHEDULE

A. Survey of Property	4 Weeks
B. Topographic, Tree and Utility Survey	4 Weeks
C. Wetland Survey	4 Weeks

PHASE**TIME SCHEDULE**

D. Wetland Review/Permit Application Coordination	2 Weeks
E. Schematic Design Stage	2 Weeks
F. Design Development Package	4-6 Weeks
G. Enabling Works	2-4 Weeks
H. Construction Documents	4-6 Weeks
I. Construction Phase Services	As Required

We will attempt to accelerate this schedule wherever possible and are prepared to work overtime as may be required to meet with your specific needs and submission deadlines.

III. FEES

We proposed to provide the services as described above on a fixed fee basis in accordance with the attached Schedule of Fees and Charges, 1/17, plus reimbursable expenses. Below is a breakdown of our estimated fees for the various phases of the work described above:

PHASE**FIXED FEE**

A. Survey of Property	\$ 2,500.00
B. Topographic, Tree and Utility Survey	\$ 7,500.00
C. Wetland Survey	\$ 1,000.00
D. Wetland Review/Permit Application Coordination	\$ 2,500.00
E. Schematic Design Stage	
1. Schematic Engineering Design Package	
a. Schematic Site Plans	\$ 3,000.00
b. Schematic Design Phase Workshops	\$ 0.00
F. Design Development Package	
1. Design Development Civil Engineering Drawings	\$ 7,500.00
2. Stormwater Management Design	\$ 2,500.00
3. Application Assistance	\$ 1,000.00
4. Design Development Specifications	\$ 2,000.00
5. Design Development Meetings/Workshop	\$ 0.00
G. Enabling Works	\$ 3,000.00
H. Construction Documents	
1. Civil Construction Drawings	\$ 7,500.00
2. Technical Specifications	\$ 1,000.00
3. Construction Design Meetings/Workshops	\$ 0.00
I. Construction Phase Services	
1. Construction Administration	\$ 3,000.00
2. Shop Drawing Review	\$ 2,500.00
3. Requests for Information Response and Clarification	\$ 0.00
4. Construction Observations & Reports	\$ 6,000.00

In addition to the services described above, we will be pleased to provide any additional services to you as may be required or to satisfy changes introduced by you during the course of our work. If it is determined that a zoning variance is required, we will provide you with a work authorization for such services. Additional services and expenses will be billed to you on a payroll basis in accordance with the attached Schedule of Fees and Charges, 1/17.

Your authorization for us to proceed simply requires the return of one copy of this proposal, signed, dated and duly authorized, along with a retainer of \$5,000. You will be billed monthly for our work completed the previous month. Payment is due upon receipt of our billing statement. The retainer will be applied to the last project invoice.

We thank you for the opportunity of submitting this Proposal for Engineering Services on this. Rest assured of our prompt, professional and personal attention to this very important matter.

Sincerely,

JMC Planning Engineering Landscape Architecture & Land Surveying, PLLC



James A. Ryan, RLA
Principal

ACCEPTED: _____

BY: _____

DATE: _____

Encl: Schedule of Fees and Charges, 1/17
Agreement for Professional Services
Evans Associates; Proposal for Professional Services



Site Planning	Environmental Studies
Civil Engineering	Entitlements
Landscape Architecture	Construction Services
Land Surveying	3D Visualization
Transportation Engineering	Laser Scanning

SCHEDULE OF FEES AND CHARGES, 1/17

<u>CATEGORY</u>	<u>HOURLY RATES</u>
Principal	275.00
Associate	250.00
Surveyor	200.00
Senior Project Manager/Senior Engineer/Senior Landscape Architect	200.00
Project Manager/Engineer/Landscape Architect	180.00
Design Manager	160.00
Senior Designer 3	155.00
Senior Designer 2	150.00
3D Model Designer	145.00
Construction Coordinator	135.00
Senior Survey Technician	135.00
Senior Designer	140.00
Designer 3	130.00
Designer 2	120.00
Survey Technician	100.00
Designer	100.00
CAD Tech	90.00
Laser Scanner Equipment	50.00
Clerical	45.00

Hourly charges for court appearances to present expert testimony will be 1.5 times those stated above.

REIMBURSABLE EXPENSES

All out of pocket expenses incurred in connection with this project will be billed at cost plus 10%. Such expenses include travel reimbursement, subsistence, tolls, facsimile charges, reproductions, internet document hosting, messenger or delivery service charges, subconsultant charges, underground utility markout services charges, test pit excavation charges, postage, fees charged by agencies, maps, plans, photographic materials, ordinances and other similar materials.

METHOD OF PAYMENT

An Invoice will be submitted monthly during the period of this contract and/or on completion of services, covering the preceding month's work. Payment shall be due upon receipt of the Invoice. A charge of 1 1/2% per month will be due on all Invoices not paid within 30 days.

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JMC Planning Engineering Landscape Architecture & Land Surveying, PLLC | JMC Site Development Consultants, LLC

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Site Planning	Environmental Studies
Civil Engineering	Entitlements
Landscape Architecture	Construction Services
Land Surveying	3D Visualization
Transportation Engineering	Laser Scanning

AGREEMENT FOR PROFESSIONAL SERVICES

General Terms

1. It is agreed that this document combined with the client Proposal will serve as the Contract between the client and JMC Planning, Engineering, Landscape Architecture & Land Surveying, PLLC (JMC) for the proposed professional services to be provided by JMC.
2. The proposal is valid for a period of 60 days and the rate schedule is valid for 365 days from the date of the Proposal.
3. This Contract is not assignable by the client except with the prior written consent of JMC and no assignment shall relieve the undersigned of any obligations under this contract.
4. The client agrees to pay JMC upon invoicing for work performed in accordance with the terms of this contract and JMC reserves the right to suspend, rescind and repossess work on overdue accounts.
5. Payment of JMC is expressly not conditioned upon the formal approval, adoption or acceptance of any proposal, study, report or recommendation contained herein by the undersigned or by any other person, agency, official or organization.
6. Payment of JMC is also not conditioned upon the undersigned receiving any payment from third parties who are not a party to this contract.
7. The individual executing this contract, if acting on behalf of a partnership or corporation, represents that he/she has the authority to do so.
8. In the event the services of a collection agency, attorney and/or courts are required to enforce payment, the undersigned will pay all related costs. This would be an attempt to collect the debt and any information will be used for that purpose.
9. In the event that full payment is not received within 30 days of invoicing, a service charge of 1 ½ % per month will be added to the balance due, which amount will also be subject to all of the above terms.
10. JMC will retain ownership, including all rights under U.S. Copyright Law, to all drawings and reports developed by JMC for the project.
11. JMC reserves the right to assign this Contract to JMC Site Development Consultants, LLC and/or John Meyer Consulting, Inc.

F:\Misc\SFCAgreement for Professional Services (PLLC).doc

JMC Planning Engineering Landscape Architecture & Land Surveying, PLLC | JMC Site Development Consultants, LLC

120 BEDFORD ROAD | ARMONK, NY 10504 | 914.273.5225 | MAIL@JMCPLLC.COM | JMCPLLC.COM



JMC Planning Engineering Landscape Architecture & Land Surveying, PLLC

JMC was founded in 1980. The firm is a team of more than 50 highly skilled and experienced professional engineers, planners, landscape architects, surveyors, LEED® Accredited Professionals and support staff.

We work collaboratively to provide services such as

- *Residential subdivisions*
- *Condominiums, townhouses, apartments and planned communities*
- *Shopping centers, restaurants, banks, movie theaters and specialty retailers*
- *Industrial, warehousing and manufacturing facilities*
- *Office, corporate and headquarter campuses*
- *Schools, universities and learning centers*
- *Highways, roundabouts, traffic signals and intermodal transportation projects*
- *Assisted living and retirement facilities*
- *Recreation facilities, sport fields, track, tennis and stadium projects*
- *Swimming pool, patios and landscapes*
- *Governmental public works*

The firm's engineers, landscape architects and surveyors are licensed throughout much of the United States.

Our 'one-stop-shop' firm offers a full range of site development services including planning, civil engineering, traffic and transportation engineering, environmental impact studies, landscape architecture, land surveying, design management and construction observation services. Thorough due diligence research, expert zoning interpretation and excellent design skills result in efficient entitlements.

Our clients have constant access to the complete resources of the firm. Each project is under the direction of a principal, assisted by project managers, designers and dedicated support staff. Conservation of the environment and energy resources using "green" opportunities and alternative solutions are explored through cost-benefit analyses. State-of-the-art computer and software systems coupled with the in-house capabilities of the firm enable the team to maintain demanding project schedules without reliance on outside resources while minimizing the possibility of delay.

December 20, 2019

Jason Loiselle, P.E.
Sherwood Design Engineers
483 10th Avenue
Suite 325
New York, New York 10018


Evans Associates
Environmental Consulting, Incorporated

**RE: Proposal for Professional Services: Wetland Delineation
Sandy Hook Permanent Memorial, Riverside Avenue, Newtown, CT**

Dear Jason:

Pursuant to your recent request, I have reviewed the materials you provided for the proposed Sandy Hook Permanent Memorial, and I am pleased to provide this proposal for professional services relative to delineation of the wetlands and watercourses on the 5.23± acre site. Our services would include:

- 1) Delineation of all regulated wetlands and watercourses on the property in accordance with the Inland Wetlands and Watercourse Regulations of the Town and Borough of Newtown, and the 1987 ACOE Wetland Delineation Manual (TR-Y-87-1) as modified by the 2012 Regional Supplement for the Northcentral and Northeast Region (TR-12-1). This work will be done by a Certified Professional Soil Scientist and a Certified Professional Wetland Scientist. Sequentially numbered flags will be placed along the wetland boundary for survey location (by others), and a sketch map will be provided showing the approximate location and sequence of the flags.
- 2) Preparation of a short narrative report summarizing the delineation methodology and the existing site conditions.

We would provide the services above for a fixed fee of \$1,000. If any other services are needed during the permit review process such as wetland functional evaluation, impact assessment or mitigation design, we would be happy to provide support on an hourly, time and materials basis in accordance with the attached fee schedule.

As we discussed, it is preferable to do wetland delineations during the growing season when the vegetation is present, but we can do the work at any time provided that the soils are not frozen. I am not sure what the schedule is for doing this work, but generally speaking, January and February are not ideal for doing the work, unless we get a major thaw, but we are available to do the delineation as soon as the weather allows.

162 Falls Road
Bethany, CT 06524
Tel: 203.393.0690



If you have any questions, please do not hesitate to call me. Happy holidays.

Sincerely,
Evans Associates Environmental Consulting, Inc.

Beth Evans, PWS

THE ENCLOSED PROPOSAL FOR PROFESSIONAL SERVICES IS ACCEPTABLE
IN ITS PRESENT FORM, AND EVANS ASSOCIATES IS HEREBY AUTHORIZED
TO BEGIN WORK. THE UNDERSIGNED GUARANTEES PAYMENT OF ALL
OBLIGATIONS TO EVANS ASSOCIATES INCURRED PURSUANT TO THIS
AGREEMENT.

SIGNED

DATE

Please Print Name and Title

EVANS ASSOCIATES ENVIRONMENTAL CONSULTING, INC.
2020 FEE SCHEDULE FOR HOURLY SERVICES

The fee to clients is the total of items I and II below:

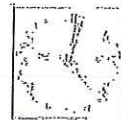
I. STAFF CHARGES

<u>Personnel</u>	<u>Hourly Rate</u>
Principal Ecologist	\$150.00
Senior Environmental Analyst	110.00
Senior Soil Scientist	110.00
Clerical / Word Processing	55.00

Evening or weekend meetings are billed at a flat fee: \$550.00

II. INCIDENTAL EXPENSES

Reimbursable out-of-pocket expenses such as travel, lodging, report printing, map reproduction, messenger service, express deliveries, postage, and purchase of photographs or publications relative to the project shall be billed at cost plus 10% to cover administrative handling. All such expenses shall be itemized on each monthly invoice, and extraordinary expenses will not be incurred without authorization of the client.

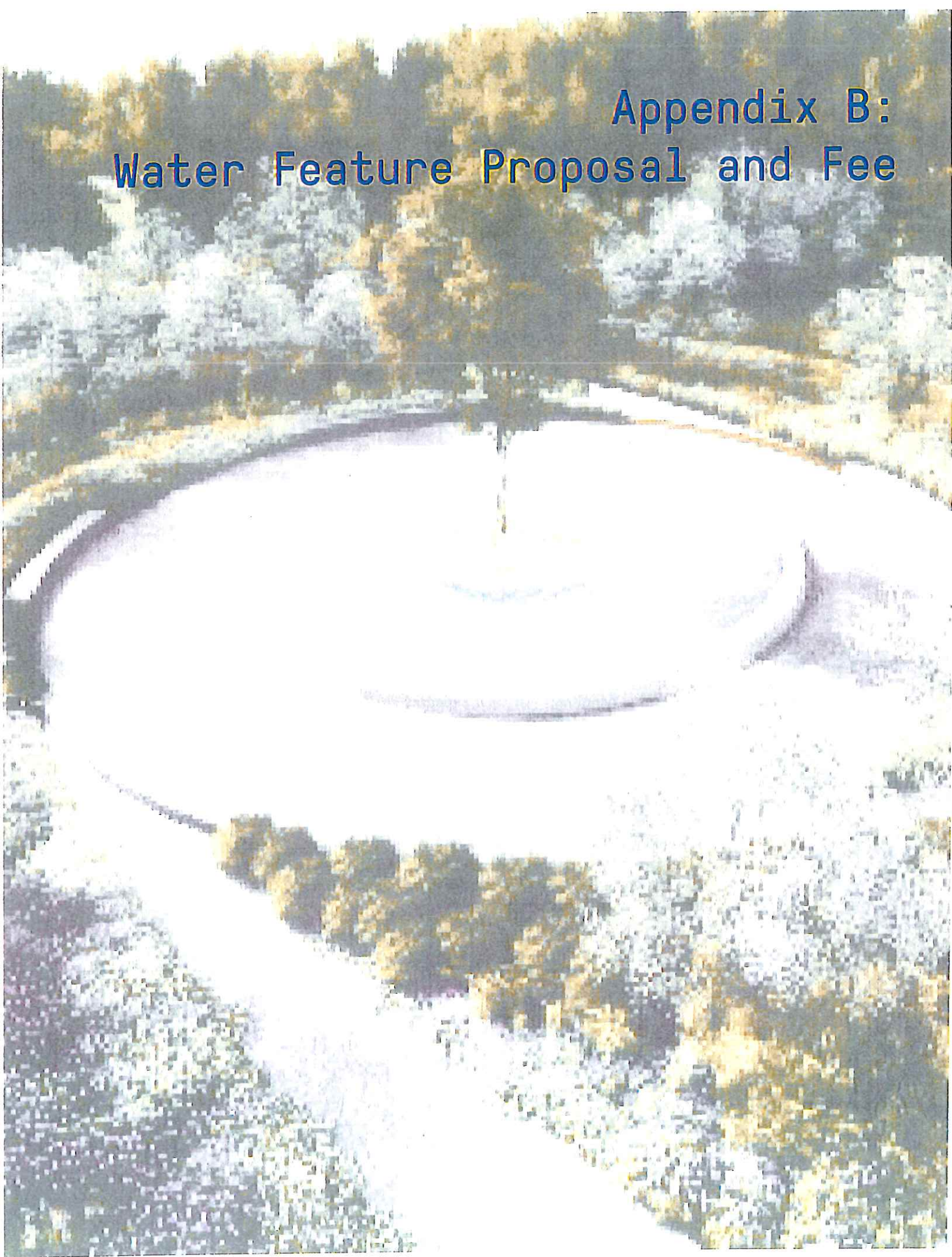


III. PAYMENT SCHEDULE

Invoices for on-going projects shall be issued monthly. Invoices for projects of limited scope will be issued upon completion of work. All invoices are **due upon receipt**, and invoices outstanding after 30 days will be assessed a carrying charge for each 30-day period or portion thereof.



Appendix B: Water Feature Proposal and Fee



Fluidity Design Consultants
Proposal for Water Feature Design
Sandy Hook Memorial Fountain
19 December 2019

fluidity



Contractees

Client	René Bihan Managing Principal SWA 530 Bush Street, 6 th Floor San Francisco CA 94108 415 254 4652 rbihan@SWAGroup.com
Consultant	James A Garland AIA President Fluidity The Wiltern Theater Building 3780 Wilshire Boulevard Suite 230 Los Angeles CA 90010 213 739 9291 jim.garland@fluidity-design.com

Overview

The offices of SWA has been granted the commission to design a memorial park in Newtown, Connecticut to honor and remember the Sandy Hook victims, and provide a place of comfort to those that loved and were touched by them. This proposal addresses the design and engineering of one of memorial park's destinations, a memorial fountain.

The fountain is composed of a round reflecting pool slightly less than sixty feet in diameter containing a central, landscaped island. The outside perimeter of the pool combines interpretive information and informal seating. In addition to reflecting the landscape of the island, the pool's surface incorporates special flow dynamics for a unique envisioned event.

The planned experience employs floating candles that will be lit and placed in the pool by visitors. Once floating on the pool's surface, the candles will move about the pool, migrating in turn with the pool's subtly spinning water volume, twirling slowly in a clockwise direction. A simultaneous cross-flow will cause the candles to migrate inward to the central island where they would aggregate and pause. After some time grouped around the remote island, the candles would then slowly reverse course to each individually make their way back to the outer perimeter of the pool, where they will be collected and stored for future reuse. The water feature is currently planned to be operational during the freezing months.

Fluidity will collaborate with SWA and the project team in the development of the water feature.

It is Fluidity's solemn honor to have this opportunity to contribute to society in a positive way with this special and important memorial project. NOTE—The special action of the floating candles' spinning, and inward and outward migrations, cannot be guaranteed without elaborate modeling and testing. For the sake of an economical approach, a simplified version of testing is conceived, to be designed by Fluidity and performed by others, with regular Fluidity communications.

Scope

Professional services outlined in this Agreement shall be performed under the following phases, defined in subsequent paragraphs as:

Design Development

Construction Documents

Construction Administration

Process

Design Development INCLUDING

- Review the existing design materials.
- Participate in a design workshop with SWA via teleconference to develop and clarify the work.
- Advance the design in response to comments, as appropriate, while maintaining regular communication with the project team.
- Coordinate with the landscape, architectural, structural, plumbing and other members of the project team.
- Develop back-of-house information, including machine room size, and utilities requirements.
- Prepare a set of design and engineering drawings sufficient to convey intent. The deliverables include General Notes, Site Plan, Finishes Plans, Basin Plans, Elevations, Sections, Details, Specification information, Preliminary Equipment Schedules, Piping and Instrumentation Diagrams (P&ID), Single-Line Electrical Diagrams, Electrical Panel Schedules, and Preliminary Machine Room Plans.
- Provide Construction Cost Estimates and Operations Cost Estimates of the water feature designs.
- Develop a Mockup design for the testing of water flow action, including architectural construction and plumbing intentions. The actual mockup is by others, with their efforts supported by regular communication with Fluidity. The mockup should be performed prior to commencement of the Construction Documents phase so as to effectively inform the work.
- Provide digital copies of the work to SWA at 50% and 100% stages of completion.

Construction Documents INCLUDING

- Advance the design in response to comments, as appropriate, while maintaining regular communication with the project team.

- Incorporate information learned from mockup testing into the design.
- Coordinate with the architecture, landscape and engineering entities.
- Prepare a set of Water Feature Construction Documents. Deliverables will include: General Notes, Site Plan, Finishes Schedules, Finishes Plans, Basin Plans, Elevations, Sections, Details, Programming Control Signal Plan, Water Feature Construction Specifications, Equipment Schedules, Piping and Instrumentation Diagrams (P&ID), Single-Line Electrical Diagrams, Sequence of Operation, Description of Control, Electrical Panel Schedules, Machine Room Plans, Machine Room Elevations, Piping Plans, Conduit Plans, Mechanical and Piping Specifications, Electrical Specifications.
- The Water Feature Construction Documents to be submitted for review and approval at 50% and 100% stages of completion.
- Make Agency-required corrections to the Construction Documents until achieving approval. (In-person Agency contact is by others.)

Construction Administration INCLUDING

- Participate in a Pre-Construction Conference with the selected contractor. Review procedures and communications protocols. Identify contact persons, and discuss the project in detail, reviewing general construction approach, the project schedule, potential problems, etc.
- Maintain communications with the Contractor and the project team.
- Review and comment on Shop Drawings, Submittals and Requests for Information (RFIs) in a timely manner.
- Visit the jobsite twice during construction to view the contractor's work. Report findings in writing; distribute to the project team.
- Assist the Contractor in troubleshooting technical problems upon startup. Establish the start date for Fluidity's on-site Commissioning effort. Owner to verify and approve Fluidity on-site start date in writing.
- Provide Art Direction of water character and lighting to the contractor.
- Observe that the Maintenance Manuals and Warranties are delivered, and the Contractor has trained the maintenance staff.
- Prepare a Punch List, and distribute copies.
- Resolve final Punch List items. Report the completion of project.

Fees and Expenses

Fees for the Sandy Hook Memorial water features are Eighty Four Thousand Dollars (\$84,000), exclusive of travel and expenses.

PHASE	FEE*
Design Development	\$32,000
Construction Documents	\$33,000
Construction Administration	\$19,000
Total	\$84,000

Stamping and sealing of Architectural and Plumbing Drawings for the State of Connecticut is included in the fee proposal. The stamping and sealing of Electrical drawings are not covered.

Travel expenses are not included in the fees listed above. Travel schedules will be determined upon mutual agreement between Fluidity and SWA.

The following trip schedule is estimated:

AIRPORT	PHASE/PARTICIPANT	AIRFARE	HOTEL	PER DIEM	DAYS	STAFF	TOTAL
HVN	CA Engineer	700	300	200	2	1	1,700
HVN	CA Engineer	700	300	200	2	1	1,700
HVN	CA Engineer	700	300	200	2	1	1,700
HVN	CA Designer	700	300	200	2	1	1,700
Estimated Reimbursable Travel Expenses							\$6,800

Schedule	The project's estimated timeline is outlined below: <table><tr><th>PHASE</th><th>PROGAM</th></tr><tr><td>Design Development</td><td>8 Weeks</td></tr><tr><td>Construction Documents</td><td>10 Weeks</td></tr><tr><td>Construction Administration</td><td>Per Construction Schedule</td></tr></table>	PHASE	PROGAM	Design Development	8 Weeks	Construction Documents	10 Weeks	Construction Administration	Per Construction Schedule
PHASE	PROGAM								
Design Development	8 Weeks								
Construction Documents	10 Weeks								
Construction Administration	Per Construction Schedule								
Payment Schedule	Invoices shall be issued monthly, based upon percentage of completion. A mobilization invoice of \$10,000 will be issued at Authorization to Proceed. This amount will be deducted from the final Construction Documentation invoice. Payments are due in 30 days.								
Exclusions	The following services shall be excluded from Fluidity's scope of work: <ul style="list-style-type: none">▪ Structural Engineering▪ Civil Engineering of property utilities to the machine room▪ In-person approval Agency relations								

Additional Services

Professional services requested by the client outside the defined scope shall be performed on a time and expenses basis at Fluidity's then-current billing rates or by a negotiated fixed fee. Fluidity will obtain authorization prior to commencing any work beyond the scope of this document.

BILLING RATES PER HOUR

President	\$325
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Principal	\$250
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Associate Principal	\$200
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Senior Project Designer	\$175
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Senior Designer	\$150
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Project Designer	\$125
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Designer, Visualization	\$100
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Engineering Director	\$250
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Senior Project Engineer	\$200
-------------------------	-------

Project Engineer	\$175
------------------	-------

Engineer	\$150
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Junior Engineer	\$125
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Terms and Conditions

Expenses

Expenses incurred by Fluidity are not included in our fees. The following costs are considered reimbursable unless specifically noted: auto mileage (billed at a rate equal to the IRS allowance/mile), parking fees, airfare, ground transportation, lodging and meals, long distance telephone charges, express mail or messenger services, the required reproduction of drawings or photography, rental equipment, and the services of prior approved outside consultants. These items will be invoiced at Fluidity's cost, without markup.

Travel

Domestic travel is booked Economy Class. International travel is booked Business Class. Hotel stays are arranged at rates common to the vicinity of the work. Per Diem allowances for meals and ground transportation will comply with industry standards.

Timelines

Fluidity performs professional services consistent with sound professional practice and established standards. Concerns regarding feasible delivery of the work according to the Project Schedule will be reported in writing.

Regulations	Fluidity shall exercise customary professional care to research and comply with applicable Building Codes. Fluidity does not perform in-person, governmental agency relations, unless special arrangements are made to the contrary.
Estimates	Fluidity develops construction cost and operations costs estimates in the course of professional services based upon our design work, research and experience, for use by Fluidity and others. Fluidity is not a certified construction cost estimator and has no control over market fluctuations or construction contractor estimations. Fluidity can make no warranty regarding its construction cost estimates or operations cost estimates.
Commissioning	<p>Fluidity will schedule commissioning trips upon receiving written authorization from the contractor and owner confirming readiness. If Fluidity is unable to perform commissioning due to unready construction—although previously stated as ready—or due to other factors outside of Fluidity's control, then Additional Services fees and reimbursable expenses to cover those fair amounts will be applied. The owner will be informed as such at the time by Fluidity.</p> <p>Aspects of Fluidity's commissioning services require support and communication with third party vendors. These vendors include construction contractors, equipment suppliers, and control board programmers. Upon request by Fluidity and with reasonable notice, the owner will ensure, either directly or through the construction contractor, that third party vendors will be available for on-site to support Fluidity's timely work. Fluidity cannot be held responsible for the actions or inactions of these participants, or if these participants provide less than necessary services, or late services, thereby requiring Fluidity to extend an on-site visit, or return to the site at a later date. At those times, Additional Services fees and reimbursable expenses to cover those fair amounts will be applied. The owner will be informed as such at the time by Fluidity.</p>
Invoicing	Fluidity strives to meet its deadlines and requires timely payment processing. Invoices shall be issued per the payment schedule listed, or monthly as a percentage of completion.
Controls	In order to provide the Owner with market value construction costs through competitive selection, and to avoid the special costs of proprietary systems, it is Fluidity's practice to specify readily available market components. An exception applies to the Animation Control System, which is generally specified from a single source. This is to achieve an efficient and economical programming service resulting from computer language familiarity and the elimination of contractor-provided programmer personnel. Animation control hardware shall adhere to Fluidity's specifications, as programs are authored within specific software, and the hardware must support the software.
Copyrights	Documents prepared by Fluidity are instruments of service and shall remain the property of Fluidity, who shall retain all common law, statutory law and other rights, including copyrights. The Client agrees not to use the materials for any purpose or project other than that which is the subject of this Agreement. The Client agrees to indemnify and hold Fluidity harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by anyone other than Fluidity, or from any reuse of the documents without the prior written consent of Fluidity. The transfer of documents on electronic media for use by others is not deemed a sale by Fluidity.

Publicity	Fluidity reserves the right to publish evidence of its design work as a normal byproduct of its projects. Fluidity's drawings, photography, video and written comments may be used in books, periodicals, brochures, websites, conferences and communications with news media or other outlets. Publication of Fluidity's drawings, photography, video or written comments by others shall be credited to Fluidity Design Consultants.
Confidentiality	The Client agrees that the designs and technical methods used by Fluidity are confidential and shall not be made available to any third party without Fluidity's written consent. Similarly, Fluidity will respect the confidentiality of the participants of the project team, as per common practice.
Changed Conditions	The Client has relied on Fluidity's judgment in establishing the Scope of Work and Fees. Fluidity will use its best efforts to complete the work within those amounts. The Client recognizes that events may call for a significant change in scope and cost fees. These include noteworthy occurrences or discoveries, expansion or contraction in the project scope, unusual delays, work resulting from decisions by others, significant deviations during construction from the approved design requiring unplanned extra work by Fluidity.
Liability	Fluidity shall not be liable for consequential damages incurred due to actions by others. Consequential damages include loss of profit. To the maximum extent permitted by law, Fluidity's total liability for the Client's damages shall be limited to the amount of Fluidity's fee.
Attorney's Fees	In the event of any litigation related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred.
Termination	Either party may terminate this Agreement at any time with or without cause. The Client shall, within 60 calendar days of termination, pay Fluidity for services rendered and costs incurred up to the date of termination.
Disputes	Disputes arising out of this Agreement are subject to mediation prior to arbitration or legal proceedings. The parties shall endeavor to resolve claims or disputes in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be filed in writing with the other party. The parties shall share the mediator's fee and filing fees equally. Mediation shall be held in Los Angeles. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.
Severability	Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void. All remaining provisions shall continue in full force and effect.

Authorization

Client	Mr. René Bihan, Managing Principal SWA	Date
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Consultant	Mr. James A Garland AIA, President Fluidity	Date
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Appendix C: Geotech/Structural Proposal and Fee





Consulting Engineers, P.C.

Structural Engineering
Geotechnical Engineering
Historic Preservation

January 8, 2020

SWA Group
530 Bush Street, 6th Floor
San Francisco, California

Attention: Mr. Daniel Affleck, Associate Principal
daffleck@SWAGroup.com

Re: Proposal for Geotechnical and Structural Engineering Services
Sandy Hook Permanent Memorial
32A Riverside Road, Newtown, Connecticut

Principals
Charles C. Brown, P.E.
James F. Norden, P.E.
Amy Jagaczewski, P.E.

Principal Emeritus
Kenneth Gible, P.E.

Geotechnical Associate
David L. Freed, P.E.

Structural Associate
Richard A. Centola, P.E.

Dear Mr. Affleck,

In accordance your request, GNCB Consulting Engineers, P.C. (GNCB) will be pleased to provide geotechnical and structural engineering services in connection with the Sandy Hook Permanent Memorial project in Newtown, Connecticut. We have not visited the approximately 5-acre site, however, based on aerial photographs, we understand that site conditions consist of two ponds and wooded areas.

We have reviewed the SD Revision Review materials, dated November 25, 2019 you forwarded to us, including photographs, renderings, and conceptual plans. We understand the Option 4 scheme, which will be pursued at this time, includes two wood decks over the edge of the existing ponds, a central water feature, pathways, and retaining walls. The memorial features are confined within a large circular configuration.

GEOTECHNICAL ENGINEERING SERVICES

Proposed Scope of Work: Readily available surficial geology maps indicate site conditions likely consist of sand and gravel; however, some surface organic deposits may exist near the existing ponds. At this time, we suggest that geotechnical engineering studies include drilling about eight (8) test borings: 3 to 4 at the wood decks, 1 or 2 at the water feature, and a few at retaining walls. In

view of the wooded conditions, and possible winter work, we plan to mobilize a tracked rig to complete the work in two rig-days. We request that the project surveyor pre-mark test borings in the field prior to the work for Call-Before-You-Dig. We propose to complete the following geotechnical engineering services:

1. Prepare, arrange for, and monitor (by a geologist) on a full-time basis the drilling of about 8 test borings to depths about 20 to 30 ft., as described above. Rock core will be obtained if refusal is encountered within the anticipated depth of excavation.
2. Make geotechnical engineering studies and summarize our recommendations in a brief letter report that will include: location plan of explorations, test boring logs, recommended foundation type and design parameters for the wood decks and retaining walls, and any other pertinent information needed by the design team to complete construction documents.

Proposed Fee Arrangement: GNCB proposes to complete the above geotechnical engineering services for the following lump sum fees:

Engineering Fee..... \$10,000

This fee shall be broken down as follows:

Phase	Lump Sum Fee
GNCB Labor (Work items 1 and 2)	\$ 4,800.00
Test Boring Contractor (mob-demob/2 rig-days)	\$ 4,900.00
GNCB Expenses (mileage, overnight delivery)	\$ 300.00
Total Lump Sum Geotechnical Fee:	\$10,000.00

STRUCTURAL ENGINEERING SERVICES

Proposed Scope of Work: We propose that GNCB provide the following structural scope of work:

3. Basic structural engineering services for Schematic Design through Construction Administration Phase as defined in Article 3 and 4 of AIA Document C141 for the following scope:
 - a. Design of concrete site retaining walls
 - b. Design of concrete seat walls
 - c. Design of concrete fountain structure
 - d. Design of two wooden walkways over the existing ponds
4. Structural drawings with sections and details suitable for construction.
5. Written technical specifications for applicable divisions will be included with the Construction Documents
6. Up to 2 field visits/project meetings during construction. If additional field visits are requested and approved, they will be charged at a rate of \$800 per site visit.

7. Preparation of the project's Program for Special Tests and Inspections.

Proposed Fee Arrangement: GNCB proposes to complete the above structural engineering services, under work items nos. 3 through 7, for the following lump sum fee:

Structural Engineering Fee..... \$8,500

This fee shall be broken down as follows:

Phase	Lump Sum Fee
Schematic Design Narrative	\$1,000
Design Development	\$2,000
Construction Documents	\$2,900
Bid	\$300
Construction Administration	\$2,300
Total Lump Sum Structural Fee:	\$8,500

LIMITATIONS AND CONCLUSIONS

We will require electronic plans and details that includes proposed construction and site grading. Engineering services do not include any requirement for special inspections, field layout of test borings, an assessment of the site for environmental hazardous conditions as may be required by the State of Connecticut or engaging the services of a private utility locator. We can provide any of these services for an additional fee.

We are prepared to start on the project as soon as we receive your authorization. If this proposal is acceptable to you, we can prepare a contract agreement or use one that you prepare, whichever you prefer. We look forward to the opportunity to work with you on this project. Please call if you have any questions or need additional information.

Sincerely yours,



Richard A. Centola, P.E.
Associate

Appendix D: Lighting Proposal and Fee





René Bihan
Office Managing Principal
SWA
530 Bush St
6th Floor
San Francisco, CA 94108

rbihan@SWAGroup.com

23 January 2020

BY EMAIL
9411-FEE-CMG

Sandy Hook Memorial – Proposal Letter Revision 2

LONDON
GLASGOW
EDINBURGH
NEW YORK
NEW HAVEN
SAN FRANCISCO
BANGKOK
SINGAPORE
MELBOURNE
SYDNEY

798 Chapel Street
New Haven CT 06510
T +1 (203) 777 1400
F +1 (203) 773 1902
newhaven@atelierten.com
atelierten.com

Dear René,

Thank you for inviting Atelier Ten to submit this revised proposal to join the design team for the Sandy Hook Memorial. We look forward to collaborating with SWA on this exciting opportunity.

Our experience designing lighting systems of excellence from inception through close-out gives our team an appropriate perspective on the innovation, creativity, and technical expertise necessary to achieve the highest levels of visual quality for dynamic outdoor spaces for surrounding communities. From concept to completion, we work with design teams to advance the symbiosis between the outdoor and visual environments and the people in them in the most collaborative, thoughtful, energy-conscious way possible.

Atelier Ten is proud to include the new Sandy Hook Elementary school in our portfolio our projects optimized for the highest levels of design and sustainability. We were honored to design efficient and creative lighting systems that save energy, and most importantly, make the new elementary school an engaging and beautiful place to welcome back Sandy Hook's returning children and families. The goal for the new school was to produce a building that evoked nature and the vibrancy of young students learning and growing together in harmony. We look forward to leveraging our experience with Sandy Hook and the community of Newtown to create a compelling memorial.

This proposal details our scope of services for Lighting Design. Our Lighting Design practice enhances the human visual experience and environmental performance of buildings through inspired, creative, and collaborative design closely integrated with the project's larger environmental program.

Firm Description

Atelier Ten is a collaborative, interdisciplinary and innovative firm of environmental design consultants and lighting designers dedicated to sustainability for the planned and built environment. An international firm, Atelier Ten provides an integrated service, marked by accessibility, reliability, and efficiency at every level. Founded in 1990 in London by a team of progressive engineers, we have since expanded, with offices in New York, New Haven, San Francisco, London, Glasgow, Edinburgh, Bangkok, Singapore, Melbourne, and Sydney.

Project Description

The project is a memorial site for the town of Newtown. It comprises open land with bridges, water features and pavilions among formal and informal walking paths. The project construction budget is estimated to be \$3 Million.

This proposal is based on the documents shared by SWA in August of 2018.

Project Team

Associate Director Chad Groshart, IALD, LEED AP BD+C, WELL FACULTY/AP, will serve as Atelier Ten's principal in charge of this project. Atelier Ten will assign a project manager who will serve as the primary contact, manage Atelier Ten's project team, and carry out project work under the supervision of the principal in charge.

Selected Experience

Sandy Hook Elementary School, Newtown, CT	LEED Gold	Svigals + Partners
Canal Park Pavilions, Washington, DC	LEED Gold	Olin and STUDIOS
City of New Haven Green and Fountain, New Haven, CT		City of New Haven
Harvard Kennedy School Pavilions & Raised Courtyard, Boston, MA	LEED Gold Target	Robert A.M. Stern Architects
Santa Monica Colorado Esplanade, Santa Monica, CA		PWP Landscape Architecture
Omaha River Revitalization, Omaha, NE		OJB Landscape Architecture

Scope of Work

BASE SERVICE – LIGHTING DESIGN

Atelier Ten will provide lighting design consulting services for the Schematic Design, Design Development, Construction Documentation phases of this project. This work includes all lighting of the memorial (landscape, features, circulation, and parking/entrance).

SCHEMATIC DESIGN

- Review available architectural and engineering design documentation, provided by the architect.
- Participate in design meetings to discuss lighting design objectives and strategies for development in the design development and construction documentation phases.
- Provide a schematic design report that includes a matrix of lighting strategies, target illuminance levels, lighting power loads, and control recommendations for the typical space types. This will be used as the lighting design guidelines for the Design Development and Construction Documentation phases and will be presented to the design team.
- Provide rough take offs and fixture specifications for pricing.
- Visit the site to assess existing conditions. See below for meeting allowance.
- Meetings in CT: up to one (1), plus conference calls as needed

DESIGN DEVELOPMENT

- Participate in working design meetings to refine lighting concepts, review luminaire and control strategies, and coordinate architectural and engineering details.
- Review and refine lighting performance benchmarks set in Schematic Design.
- For exterior lighting, provide an annotated lighting layout in AutoCAD for the 50% and 100% Design Development sets on backgrounds provided by the architect.
- Provide a preliminary detailed luminaire schedule with manufacturers' cut sheets for recommended lighting equipment.
- Provide preliminary specification sections 265100 and/or 265600.
- Provide preliminary lighting control sequence of operation. The specification and documentation of the lighting control system is the responsibility of the electrical engineer.
- Coordinate with the electrical engineer regarding emergency lighting requirements for documentation by the engineer.
- Review lighting equipment cost estimates provided by others and assist in up to one round of value engineering considerations.
- Provide illuminance diagrams to demonstrate compliance with design targets for typical space types.
- Meetings in CT: up to one (1), plus conference calls as needed

CONSTRUCTION DOCUMENTATION

- Participate in project meetings with the design team to review lighting design progress and coordinate architectural and engineering details.
- For exterior lighting, provide an annotated lighting layout in AutoCAD for the 50% and 100% Construction Documentation sets on backgrounds provided by the architect.
- Provide a final detailed luminaire schedule (up to three-name specification if required) with manufacturers' cut sheets for recommended lighting equipment.

- Provide final specification sections 265100 and/or 265600.
- Provide lighting control zoning diagrams and final sequence of operations. The specification and documentation of the lighting control system is the responsibility of the electrical engineer.
- Coordinate with the design and engineering team as needed to assist in the final construction documentation process.
- Meetings in CT: up to one (1), plus conference calls as needed

Additional Services

Additional Services are sometimes required for projects of a certain scale or complexity. If the client determines that any of these Additional Services would benefit the project, Atelier Ten would be pleased to provide them under a separate agreement. A comprehensive list is in Appendix 1.

BIDDING AND NEGOTIATION

- Advise on bidding and negotiation activities that affect lighting design goals and/or lighting strategies.
- Review and respond to contractor submittals and substitution requests, in accordance with specifications and as directed by the architect.

CONSTRUCTION ADMINISTRATION

- Participate in selected meetings at the project site to review lighting installation progress and to assist with coordinating architectural and engineering details. See below for site visit allowance.
- Review and respond to contractor requests for information regarding lighting design issues as directed by the architect.
- Review and respond to contractor submittals and substitution requests, in accordance with specifications and as directed by the architect.
- Visit the site near substantial completion to coordinate lighting controls commissioning, programming, and adjustable luminaire aiming. At minimum, lighting system must be fully operational, and plantings installed.
- Provide written site observation report.
- Site Visits: up to two (2), plus conference calls as needed

Exclusions

The following services are NOT included in this proposal for Base Services and are understood to be provided by another consultant.

- Building commissioning
- Envelope commissioning
- Cost Estimating
- Civil, site and MEP engineering
- Landscape design
- Emergency or exit lighting

Schedule

The proposal is based on the following understanding of the project timeline/schedule:

Project Kickoff	Spring 2020
Schematic Design	3 months
Design Development	3 months
Construction Documentation	3 months
Bidding and Negotiation	1 month
Construction Administration	
Project Completion	TBD

Fees

The above work for the Sandy Hook Memorial will have a Base Fee of \$39,500 (Thirty-Nine Thousand Five Hundred Dollars) allocated as follows:

	Lighting Design
Program/Concept Design	—
Schematic Design	\$4,000
Design Development	\$13,000
Construction Documentation	\$13,000
	<hr/>
TOTAL BASE FEE	\$30,000

Construction Administration and Bidding can be provided under a separate proposal.

Depending on the duration of CA, we estimate it at \$6,000 and Bidding at \$1,000.

Atelier Ten reserves the right to renegotiate our scope and fee if this proposal is not executed within three months of the issue date.

Atelier Ten reserves the right to renegotiate our fee if the design or construction schedule is lengthened by more than three months beyond the durations indicated above, or if the budget is increased by more than 10% beyond the estimated construction cost specified above.

This scope of services can be accepted in its entirety or on a phase-by-phase basis with Atelier Ten reserving the right to renegotiate our fee at the commencement of a new design phase. Any additional services requested by the client beyond the agreed Base Services above or change of work orders shall be provided for under a separate fee agreement, or shall be paid on a time charge basis, as listed in Appendix 1.

Typical reimbursable expenses, which are not included in the Base Fees, include travel, lodging and food costs; international telephone and data fees; and printing and postage costs. LEED registration and certification fees are set by the GBCI and are to be paid by the client directly to GBCI. These expenses are further explained in Terms and Conditions below.

Terms

This work is subject to Atelier Ten's agreement terms listed under Terms and Conditions of Agreement or a suitable consulting agreement to be negotiated. Please sign below to accept the proposal and authorize Atelier Ten to begin work on the project.

I trust that this proposal meets your needs and that you will contact me if we can adjust it to better suit the project.

Yours sincerely,
For Atelier Ten USA LLC,

Agreed to,
For SWA,



Signature

Chad Groshart
Associate Director

Name

Date

CC

Veronica Binnix, Atelier Ten, veronica.binnix@atelierten.com
Atelier Ten New York Marketing, a1Onymarketing@atelierten.com

ATTACHMENTS

Appendix 1: Optional Additional Services
Appendix 2: Terms and Conditions of Agreement

APPENDIX 1: ADDITIONAL SERVICES

Additional Services are sometimes required for projects of a certain scale or complexity. Any additional services requested by the client beyond the agreed Base Services above or change of work orders shall be provided for under a separate fee agreement, or shall be paid on a time charge basis using the hourly rates listed below.

Rates are valid through June 2020

Director	\$325
Associate Director	\$285
Associate	\$225
Senior Designer	\$185
Designer	\$145
Design Staff	\$125

Rates are exclusive of reimbursable expenses but are inclusive of office overheads, including administrative and domestic telephone expenses.

LIGHTING DESIGN

- Participating in meetings, site visits, or design support conference calls beyond those specified in the Base Service.
- Additional presentational renderings.
- Additional Construction Documentation red-marked plans or Revit updates beyond those specified above as a Base Service.
- Additional illuminance simulations or lighting energy modelling.
- Substantial redesign due to schedule extensions or after the final Design Development package has been accepted.
- Luminaire re-specification due to contractor delays.
- Lighting recommendations or layouts for storage, mechanical, and back-of-house spaces.
- Custom luminaire design.
- Operation and maintenance handbooks.
- Photometric reporting.
- Calculations or application paperwork related to energy or green building certifications or to compliance or rebate programs.
- Lighting sample procurement and/or mock-ups outside of Atelier Ten Light lab space.
- COMCHECK.
- Utility incentive programs.
- Daylighting design and calculations.
- Lighting control system specifications.
- Additional site visits to ensure punchlist items have been addressed.

ENVIRONMENTAL DESIGN

- Provide analysis and consulting necessary to optimize the project for thermal and visual comfort, energy efficiency, and other sustainability goals. Atelier Ten will identify performance goals to support design process; recommend, test and refine specific design strategies to support sustainability goals, including those for energy and carbon emissions, water use, sustainable materials, comfort, and indoor environmental quality; and prioritize the most effective strategies and coordinate their integration.

ENERGY ANALYSIS

- Analysis or modeling to guide the design of district energy systems or campus central energy plants.
- Additional thermal or energy simulation runs beyond those described above as a Base Service.
- Energy modeling for compliance with local or state energy code.
- Energy modeling for compliance with utility incentives programs.
- Energy modeling for compliance with tax credits.
- Advanced computational modeling (CFD or bulk airflow) of air movement within buildings for the assessment of air quality, air path and distribution, natural ventilation effectiveness, downdraft conditions, or other airflow-related phenomena.

APPENDIX 2: Terms and Conditions of Agreement

Please read this document carefully. It contains very important information about your rights and obligations.

1. Parties and Intended Beneficiaries and Uses

This Agreement is between Client and Atelier Ten and is not intended to create any third party rights or benefits. Any and all obligations and deliverables from Atelier Ten are intended solely for client's use on this Project and may not be assigned, transferred, used on any other project, or used by any other person or party without Atelier Ten's written consent.

2. Agreement

These Terms & conditions along with any and all Proposals, Exhibits and Schedules attached hereto, represent the entire and integrated agreement between Client and Atelier Ten with regard to the Project and supersede all prior negotiations, representations or agreements, with written or oral. All actions, communications, and documents generated by Atelier Ten with respect to the Project shall be covered by these Terms & Conditions. This integrated Agreement may be amended only by written instrument signed by both Client and Atelier Ten.

3. Standard of Care

Atelier Ten's Standard of Care for purposes of this Agreement and Project shall be to provide its Services and prepare any deliverables in a manner consistent with the level of care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in similar locations. No warranty, expressed or implied, is made.

4. Scope of Services/Additional Services

Atelier Ten's Scope of Services and obligations under this Agreement are as expressly defined in the accompanying Proposal, Exhibits, and Schedules. Atelier Ten shall have no other obligation, implied or otherwise, for the Project unless agreed to in writing.

Any Additional Services outlined in the Proposal Letter are not provided under this Agreement. Atelier Ten will provide Additional Services only at the written direction of the client or under a separate written agreement with Atelier Ten.

The Base Services do not include the following:

- Work related to discovery and/or abatement of hazardous materials.
- Redesign services directly resulting from poor cost estimates.
- Redesign work carried out specifically to offset project construction cost increases in areas of the project not touched by Atelier Ten's scope.
- Redesign work required by change in directions, approvals, or authorizations by the client.
- Conditions different or changed from the assumptions underlying these Terms and Conditions or the Proposal.

Any Additional Services or Changed Services shall entitle Atelier Ten to an equitable adjustment to its fee and schedule for the Project and may be subject to such other terms and conditions as may be equitable under the circumstances.

5. Required Information & Responses

In order to carry out the Base Services outlined in the Proposal, Atelier Ten may require information from the Client. Client shall provide all such available information promptly upon Atelier Ten's request. Such information may include, but is not limited to the following:

- Scaled architectural drawings (plans, sections, elevations) in CAD-compatible .dwg or .dxf format and hard copy, half-size format
- Areas of all exterior surfaces broken down by orientation into glazing, opaque wall, roof, and basement wall and floor areas
- Written descriptions of wall constructions and glazing performance
- Occupant densities, activities, and locations
- Equipment densities and locations, and artificial lighting power density and fixture location

If this information is not available, Atelier Ten will coordinate with the Client on how to collect this information and will charge separately for time spent collecting and preparing this information.

Client shall provide all requested directions, authorizations, reviews, and approvals promptly.

6. Energy Modeling Assumptions

Atelier Ten's Energy Modeling services are based on access to and the accuracy of the following:

- Owner's project requirements
- MEP basis of design narrative
- Building occupancy schedule
- HVAC system sizing inputs and outputs (such as Trane TRACE or Carrier HAP)
- Project design documents including drawings and specifications
- CAD architectural plans, furniture layouts, elevations, and sections
- Mechanical, electrical and plumbing drawings with completed equipment schedules in .pdf format
- Mechanical single line diagrams for air and water flows
- Total fan system static pressure and fan motor brake horsepower. Fan system component pressure drop (filters, coils, heat exchangers, etc.)
- Mechanical system temperature setpoints
- Space by space temperature and humidity setpoints for both occupied and unoccupied periods
- Space by space equipment, process, occupancy, and lighting loads
- Sequence of operation for building HVAC system
- Mechanical equipment cut-sheets
- Site lighting and façade lighting power requirements and schedule
- Building envelope: walls, roof, glazing composition and specifications. Include material thicknesses, type and target R-value for assembly. SHGC for glazing.

7. Schedule of Meetings

The Base Services set out in the Proposal Letter shall cover participation at the number of design and/or project meetings specified in the Proposal Letter. A Project Meeting is considered to be any meeting requiring up to eight hours of participation

by Atelier Ten staff. A Design Meeting is considered to be any meeting requiring up to four hours of participation by Atelier Ten staff. Any participation by Atelier Ten staff in meetings, site visits, conference calls, or other project-related events beyond what is stipulated within the Base Services will be considered an Additional Service.

8. Professional Fee

Atelier Ten's fees for providing the Base Services (the "Base Fees") will be charged as outlined in the Proposal Letter. The Base Fees exclude reimbursable expenses and tax, if applicable, and cover only the provision of the Base Services. All interior Architectural Lighting design services when performed under agreement with New York-based architects, interior designers and/or owners will be subject to NYS sales tax.

Any increase by 10% or more in the estimated construction cost of the Project will increase the Base Fees proportionally. Any decrease in construction costs will not change the Base Fees.

If the Services of this agreement are not contracted within 90 days following the issue of the Proposal Letter, Atelier Ten reserves the right to renegotiate our Base Fees and the Terms and Conditions of Agreement.

9. Terms of Payment

1. Atelier Ten will invoice monthly on the basis of work completed in that month.
2. Invoices should be paid upon receipt. Client has seven days from invoice issuance date to notify Atelier Ten in writing of any discrepancies or disagreements with the invoice. After the seven-day period has elapsed, the invoice will be deemed accepted.
3. In the event that payment is more than 28 days overdue, Atelier Ten reserves the right, in its sole discretion, to notify the client in writing of its intent to suspend all work on the Services until payment in full is received.
4. For any fees assessed in foreign currency, the amount due to Atelier Ten shall be no less than the US dollar equivalent of the foreign currency fee as calculated on the day of issue of the invoice.
5. Payments shall be made by check payable to Atelier Ten USA LLC, and addressed to Atelier Ten at 45 E 20th Street, 4th Floor, New York, NY 10003. Please call for wire transfer details.
6. In the event that work on the Project is suspended or abandoned by the Client, Atelier Ten will immediately require payment of the greater of (i) all fees for all services completed to date, plus an administration fee of 10% of the entire Base Fee, or (ii) 20% of the Base Fee.
7. Reimbursable expenses, exclusive of the Base Fee, shall be reimbursed at cost and shall be payable upon receipt of the relevant invoice. Reimbursable expenses shall include but shall not be limited to the following:
 - Any and all travel by Atelier Ten staff for work on the Project. Any air travel requiring flight segments of more than five hours will require Business Class accommodation.
 - Lodging expenses when travel requires an overnight stay.
 - Meal per diem of \$100 when travel requires an overnight stay.
 - Fees of other consultants hired by Atelier Ten on behalf of Client.
 - Registration and administration fees of third-party benchmarking programs,

(LEED registration and certification fees are set by the GBCI and are to be paid by the client directly to GBCI).

- Costs incurred procuring technical documents required for carrying out Services.
- Printing and reproduction costs including deliverable documents (reports, drawings).
- Mailing and courier costs.

10. Limits & Exclusions

1. Atelier Ten is a building performance, lighting design and sustainability consultancy only. Atelier Ten does not provide licensed engineering services in the US and does not provide design engineering calculations or system design drawings for construction documents.
2. Any building performance simulations delivered by Atelier Ten are valid only for the specific set of boundary conditions of the simulation as stipulated in the simulation results report. These boundary conditions include, but are not limited to: building orientation, building geometry, building construction, glazing geometry, glazing performance, occupancy numbers and schedules, equipment loads, plug loads, and lighting power densities.
3. Any projections of LEED ratings delivered by Atelier Ten are estimates only. We cannot guarantee that the US Green Building Council will certify any project. Atelier Ten shall not be held responsible for nor shall it have any liability for (i) US Green Building Council rulings that differ from those anticipated or (ii) building costs incurred in the effort to obtain a LEED certification.
4. Illuminance calculation results generated by lighting calculation software applications are subject to many variables. Atelier Ten will endeavor to document assumptions used for the calculations, but we caution that photometric calculations are not an effective representation of the perceived brightness or lighting quality of a space. Additionally, Atelier Ten will not be held liable for the failure of the installed lighting system to meet our calculated results within +/- 10 fc maintained owing to the many variables (such as final finish color and reflectance, installation quality, etc.) outside of our control.

11. Governing Law

The Contract Documents and the Services provided hereunder shall be governed by the laws of the jurisdiction where Atelier Ten's office primarily responsible for the services and deliverables hereunder is located.

12. Arbitration

Any claim or dispute between the parties to the Contract Documents shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties otherwise agree in writing. A demand for arbitration shall be made with 15 business days after the parties fail to agree a resolution of the claim or dispute and shall in any case be made prior to the date when institution of legal proceedings would be barred by the applicable statute of limitations. The parties hereto agree that any award rendered by the arbitrator shall be final and conclusive.

13. Warranties; Disclaimers

Atelier Ten will not be liable to Client for lost profits, loss of business or other consequential, special, indirect, or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party unless and only to the extent

directly caused by Atelier Ten's gross negligence or willful misconduct. In no event shall the officers, directors, owners or employees of Atelier Ten be personally liable for any obligation under this Agreement or for any alleged breach of this Agreement.

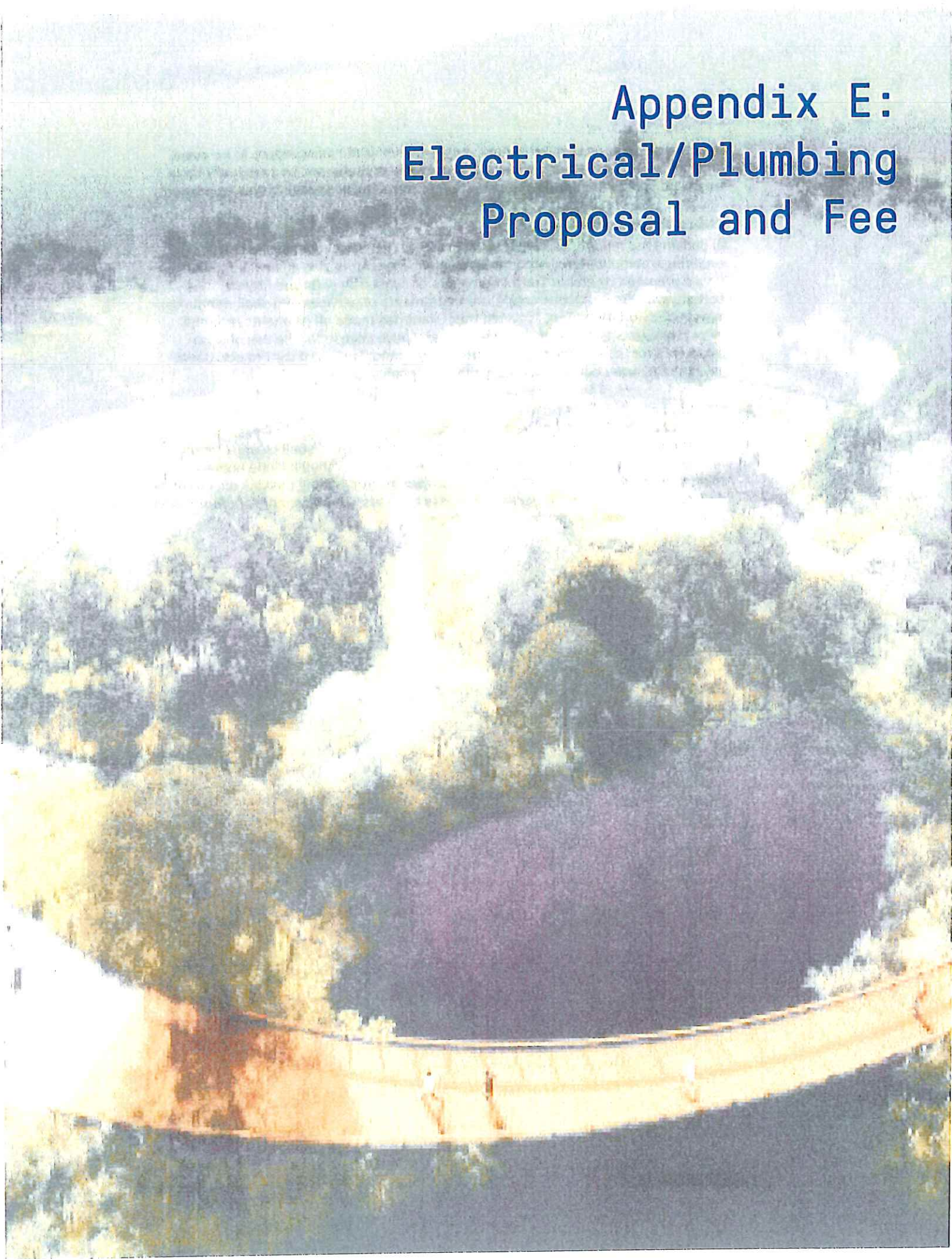
14. Project Documents

All documents, reports, survey results, sketches, test data, models, mock-ups, renderings, computations, photographs, inventions, works, design concepts and details prepared by Atelier Ten, or its agents or consultants, for the Project (collectively, "Project Documents"), are instruments of services and shall remain the sole property of Atelier Ten. Provided that Client has made all payments required under this Agreement, Client shall have an exclusive license for the use of such documents for the Project and any future use or modification of the Project. Client may not use such documents for any other purpose.

15. Recognition

Any use of Atelier Ten's work products, including but not limited to diagrams, illustrations, sketches, renderings, charts, graphs, and tables shall clearly identify and credit Atelier Ten as the source of the item. The Client shall include notice of Atelier Ten as consulting environmental designer and/or lighting design consultant on all project-specific brochures, drawings, press releases, job signs, and/or other media in which the project is mentioned or illustrated.

Appendix E: Electrical/Plumbing Proposal and Fee



Engineering Services Agreement

Client Info

Contact: Daniel Affleck
Company: SWA
Address: 530 Bush Street, 6th Floor
San Francisco, CA 94108
Phone: 415.293.1522
Email: daffleck@SWAGroup.com

Project Info

Description: Sandy Hook Memorial
Location: Newtown, CT
Proposal No.: 2020-0120 Sandy Hook Memorial

Centek Engineering, Inc. (CENTEK) and SWA (CLIENT) hereby agree as follows for the referenced project:

A. BASIC SCOPE OF SERVICES:

Refer to Attachment 1 entitled "Scope of Services" dated January 20, 2020.

B. SPECIAL CONDITIONS:

Items not included in Attachment 1 entitled "Scope of Services" dated January 20, 2020 will be provided under a separate proposal(s) upon request.

C. SCHEDULE:

The schedule for the completion of the Scope of Basic Services shall be **within 60 working days of receipt of Client Purchase Order and related task work authorization**. In the event that we are delayed in the completion of our services by any act of the Client, the Client's Agents or acts or circumstances beyond our control, including but not limited to inclement weather, illness, equipment failure, unanticipated degree of difficulty encountered in performing of services or delay created by government agencies, then the date indicated for the completion of services shall be extended to a date mutually agreed to by the Client and CENTEK.

D. COMPENSATION:

For the scope of basic services outlined in Attachment 1 entitled "Scope of Services" dated September 4, 2019, Client shall compensate CENTEK a **Lump Sum Fee of \$4,500.00** in accordance with this Agreement and our Standard Terms and Conditions attached. Additional Services, if requested and authorized shall be compensated on an hourly basis plus reimbursable expenses in accordance with our Standard Terms and Conditions attached.

E. ACCEPTANCE:

If this proposal and our Standard Terms and Conditions attached set forth the entire understanding of the arrangement between us, please endorse the enclosed copy in the space indicated below and return it to us. This proposal endorsed by both parties shall serve as our agreement and authorization to proceed. This proposal shall remain open for acceptance until March 20, 2019.

Client :

Centek Engineering, Inc. :

NAME: _____

NAME: Frank R. Centore, PE

TITLE: _____

TITLE: Principal

SIGNATURE: _____

SIGNATURE: 

DATE: _____

DATE: 01/20/2020

STANDARD TERMS AND CONDITIONS

INVOICES

Invoices will generally be submitted once a month for services performed plus charges for reimbursable expenses incurred during the previous month. Reimbursable expenses shall be subjected to a multiplier of 1.15. Reimbursable expenses shall include, expenses incurred for subconsultants, subcontractors, materials testing, travel, lodging, subsistence, postage, shipping, printing, copying and any fees paid on behalf of the project. Vehicular mileage shall be reimbursed at the current federal mileage reimbursement rate. Projects compensated on an hourly basis and/or additional services, requested and authorized, shall be invoiced on an hourly basis plus reimbursable expenses utilizing the following hourly rates for personnel

Principal	\$ 220.00
Senior Project Manager (PE)	\$ 220.00
Project Manager/Engineer	\$ 135.00
Engineer Technician	\$ 95.00
CAD Technician	\$ 80.00
Field Technician	\$ 85.00
Administrative	\$ 55.00

Invoices are due and payable as of the date of the invoice. Retainers, if required, shall be applied against the final invoice. A late fee of 1.5% per month will be charged on outstanding balances that are 30 days past the invoice date. Centek, Inc. (hereinafter referred to as "CENTEK") reserves the right to require payment for services rendered prior to transmittal or submittal of drawings, specifications, reports or other documents. Centek must be notified, in writing, within ten (10) days of any error in or disagreement with our invoices. We reserve the right to suspend services without liability for damages or delays caused by such suspension because of delinquent accounts. In the event we take action to collect overdue payments, you will be liable for all collection costs incurred, including but not limited to attorney's fees, sheriff costs and court costs.

ADDITIONAL SERVICES

Services provided not indicated under the Scope of Basic Services in this agreement are additional services. Additional services, if requested and authorized, shall be compensated on an hourly basis plus reimbursable expenses as defined under invoices above unless a lump sum fee for a defined scope of additional services is negotiated and agreed to between the Client and CENTEK in writing.

OWNERSHIP OF DOCUMENTS

All reports, field data and notes, laboratory test data, calculations, estimates, drawings, specifications and other documents which CENTEK prepares, as instruments of services, shall remain the property of CENTEK and CENTEK retains all copyrights. You may retain copies for information and reference in connection with the use and occupancy of the project. The documents shall not be used by any party on any other project without the specific written permission of CENTEK. CENTEK will retain all pertinent records relating to the services performed for a period of seven years following submission of our report and plans, during which period copies will be made available to you as a reimbursable expense.

INSURANCE

CENTEK is protected by the Statutory Limits for Workers Compensation and Employer's Liability Insurance, General Commercial Liability Insurance and Professional Liability Insurance. CENTEK will furnish Certificates of Insurance upon your request. CENTEK will not be responsible for any loss, damage, or liability beyond the amounts, limits and conditions of such insurance. The limits of coverage can be increased for any project. If requested, CENTEK will increase our limits for your project for an additional fee equal to our cost for extended limits to be paid upon acceptance of this proposal. CENTEK will not be responsible for any loss, damage or liability arising from your negligent acts, errors and omissions and those by your staff, consultants, contractors and agents or from those of any person for those whose conduct we are not legally responsible.

STANDARD OF CARE

In accepting this agreement for professional services, you acknowledge the inherent risks associated with construction. In performing our professional services, we will use that degree of care and skill ordinarily exercised, under similar circumstances by members of our profession practicing in the project location.

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the project to both the Client and CENTEK, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of CENTEK for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes including attorney's fees and costs, and expert witness fees and costs, so that the total aggregate liability of CENTEK shall not exceed 10 times CENTEK's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty.

INDEMNIFICATION

The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless CENTEK for and against all claims, demands, causes of action, damages, awards, and costs of defense arising out of any third party claim against CENTEK related to the project.

WAIVER OF A JURY TRIAL

The parties waive a jury trial in the event that a claim progresses to litigation.

REQUIRED MEDIATION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and CENTEK agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and CENTEK further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or CENTEK, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

OWNER'S DOCUMENTS

You will provide CENTEK with copies of all relevant existing reports, maps, plans, test data, etc., necessary to complete the project without charge. CENTEK will return the documents if requested to do so in advance.

RIGHT OF ENTRY

Unless otherwise agreed, you will furnish right-of-entry on land for field inspections, field surveys, obtaining samples, borings and other explorations. CENTEK will take reasonable precautions to minimize damage that may result from our operations. If CENTEK is required to restore any damage to its former condition, this will be accomplished and the cost will be billed as a reimbursable expense.

OPINION OF PROBABLE COST

If the determination of Probable Cost (Engineer's Estimate) is included in CENTEK's scope of services, it must be utilized with the recognition that CENTEK has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of Probable Total Project Costs and Construction Costs are made on the basis of our experience and qualifications and represent our best judgment as experienced and qualified Professional Engineers, familiar with the construction industry. CENTEK does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from the opinions of Probable Cost. If the Owner wishes greater assurance as to Total Project or Construction Costs, an independent professional estimator should be retained. Additional services to modify the Contract Documents to bring the Construction Cost within any limitation established by the Owner will be considered Additional Services.

ON-SITE SERVICES DURING CONSTRUCTION

Should CENTEK's services be provided on the job site during construction, it is understood that the Contractor will be solely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and for compliance with all safety regulations with jurisdiction over the work, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the Contractor's performance conducted by CENTEK personnel is not intended to include review of the adequacy of the Contractor's safety measures in, on or near the construction site.

BURIED UTILITIES

The Client will furnish to CENTEK information identifying the type and location of utility lines and other man-made objects beneath the site's surface. CENTEK will take reasonable precautions to avoid damaging these man-made objects and will, prior to penetrating the site's surface, indicate to the Client the locations intended for these penetrations with respect to what CENTEK has been told are the locations of utilities and other man-made objects beneath the site's surface. The Client will approve the location of these penetrations prior to their being made and the Client will authorize CENTEK to proceed. The Client agrees to waive any claim against CENTEK, and to defend, indemnify and hold CENTEK harmless from any claim or liability for injury or loss allegedly arising from CENTEK's damaging underground utilities or other man-made objects that were not called to CENTEK's attention or which were not properly located on plans furnished to CENTEK.

CHANGED CONDITIONS

If occurrences or discoveries that were not originally contemplated are encountered, the Client agrees to re-negotiate, in good faith, the scope and fees of this agreement.

TERMINATION

This agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with this Agreement and Standard Terms and Conditions. Also, you may terminate this agreement if you decide to suspend or abandon the project at any time and, CENTEK can terminate this agreement if re-negotiated terms to a changed condition can not be reached. CENTEK shall be paid for all services rendered and expenses incurred to the date of termination.

Attachment 1 - Scope of Services

Prepared January 20, 2020

Scope of Engineering Services include the following:

- Electrical Engineering to provide power for site lighting and the water feature.
- Plumbing Engineering to provide water supply and waste from the water feature.
- Site lighting design will be by the site/landscape engineer.
- Electric, Water and Sanitary services will be by the Civil Engineer. We will assist in sizing these systems.

Task 01 Design Development.....\$5,500

- Webinar with the owner and design team to review the proposed lighting; participation in value engineering exercises; forward catalogue cuts of equipment, providing spatial requirements of equipment; and the production of design development drawings and specifications. These drawings will be suitable for budgeting but will not be suitable for bidding or permitting purposes.

Deliverables: Provide one (1) electronic format (.pdf) set of Design Development level drawings and specifications, including cuts of proposed materials & equipment.

Task 02 Construction Documents.....\$4,000

- Attendance at meetings with the owner and design team to review estimates and discuss incorporation of value engineering items to be included in the final contract documents; submission of progress drawings; and production of final contract documents suitable for bidding and permitting purposes.

Deliverables: Provide one (1) Progress CD set of drawings & specifications in electronic format (.pdf) suitable for bidding and one (1) electronic format (.pdf) and four (4) D-size sets of Final CD drawings & specifications stamped and signed by a licensed Connecticut Professional Engineer.

Task 03 Procurement\$600

- Services include responding to all bidders' questions, producing addenda items & Clarifications

Task 04 Construction Administration\$3,500

- Services include shop drawing review, providing office support, assistance in preparing change orders performing site visits during construction to both attend job meetings and review the installation of the systems. A total of (2) site visits are anticipated during construction. Additional visits will be billed on a per diem basis at \$800.00 per visit.

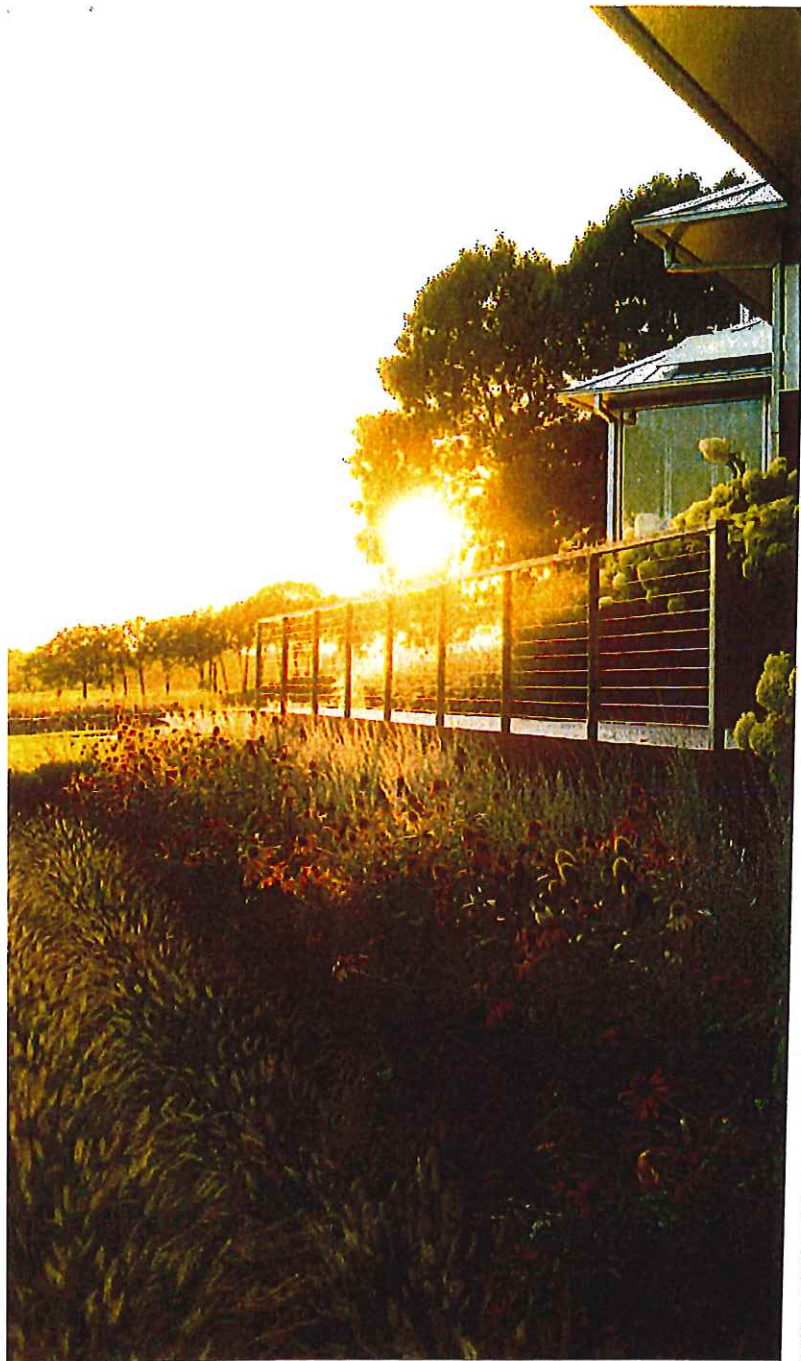
Deliverables: Reviewed Shop Drawings, Field reports and Final Punch List distributed to the team in electronic format (.pdf). All final closeout tasks will be performed including review of As-Built drawings, punch-listing items, and affidavits.

TOTAL LUMP SUM FEE PROPOSAL\$ 13,600

END OF ATTACHMENT 1

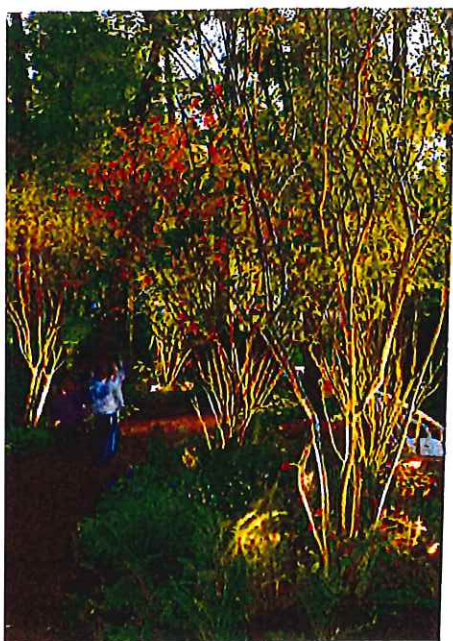
Appendix F: Associated Landscape Architect





Award Winning
Landscape Architects

www.artemisLA.com



April 9, 2020

SWA San Francisco
Dan Affleck
530 Bush Street, 6th Floor
San Francisco, CA 94108

Dear Mr. Affleck,

Artemis Landscape Architects, Inc. is pleased to submit our proposal to serve as Associate Landscape Architects for the Sandy Hook Permanent Memorial.

As a member of the local business community, and a long time resident of Sandy Hook, I am honored to be part of the team to realize your vision for the Sandy Hook Permanent Memorial.

The simplicity and elegance of the memorial design, woven together with nature, will offer a place of peace and healing for the community, with reverence and quiet remembrance of all who lost their lives on December 14, 2012.

Thank you for this opportunity and for considering Artemis Landscape Architects, Inc. for this important project.

We look forward to your response.

Sincerely,

A handwritten signature in blue ink, reading "Tara M. Vincenta". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Tara M. Vincenta, RLA, ASLA
Principal / Founder

AGREEMENT

DATE: April 9, 2020

TO: SWA San Francisco
Dan Affleck
530 Bush Street, 6th Floor
San Francisco, CA 94108

PROJECT: Artemis Landscape Architects, Inc. will act as Associate Landscape Architects to SWA San Francisco and shall provide schematic design, design development, water feature mock-up, construction documentation and construction administration for the Sandy Hook Permanent Memorial.

This Agreement is made as of April 9, 2020, between the Client, SWA San Francisco, and Artemis Landscape Architects, Inc. (ALA) for Landscape Architectural Services as provided herein.

1. Scope: The Landscape Architectural Services shall be performed with care and diligence in accordance with the professional standards appropriate for the nature and scope of this Project. Landscape Architectural Services to be provided under this Agreement are:

A. Schematic Design

- Review the existing design materials
- Teleconference with SWA to develop and clarify the tasks
- ALA, with guidance from SWA, will prepare a preliminary plant list for the project site. Trees, shrubs, perennials, grasses, groundcovers and seeded meadow areas will be organized by key areas and planting zones as described by SWA. The preliminary list will include plant images, and key plant attributes such as seasonal interest, native/non-native, sun/shade requirements, soil and water requirements, pest resistance, and deer resistance.
- ALA will provide up to (3) three illustrative site sections, in areas selected by SWA
- Up to (3) client / team meetings included

B. Design Development

- Upon review and approval of a preliminary site planting list, ALA will develop a planting schedule, including the type, quantity, size and general location of proposed plants for the project along with key planting details suitable for bidding purposes.
- ALA will provide an irrigation water budget and hydro zones for the proposed site plantings.
- With direction from SWA, and input from appropriate team consultants ALA will develop key site element details.



ARTEMIS landscape architects

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www.artemisLA.com
203.683.1808



- As directed by SWA, ALA will develop detailed sections of key elements as required to communicate design intent for bidding purposes.
- Up to (3) client / team meetings included

C. Water Feature Mock Up

- In collaboration with the water feature consultant, ALA will provide oversight for the on-site construction of the mock-up for the water feature.
- ALA will provide weekly progress reports of water feature testing and feedback
- ALA will conduct site visits as needed

D. Construction Documentation

Upon review and approval of the Design Development Drawings and approval of a construction budget by the Client, ALA shall prepare Construction Documents, including working drawings and technical specifications for all or any areas on the plan. Construction Documentation services shall be the following as required to build the design and may include:

- Materials schedules
- Layout plan
- Area enlargement plans
- Tree planting plan
- Ground plane planting plan
- Plant schedules
- Irrigation plan and details
- Construction & planting details for all landscape elements
- Technical landscape specifications in CSI format
- Review updated cost estimate

E. Construction Administration

ALA shall make periodic visits to the site to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in accordance with design intent and construction documents. On the basis of its observations while at the site, ALA will keep Client informed of the progress of construction. ALA may recommend to Client the rejection of work failing to conform to the contract documents. Work shall include:



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- Site visit reports
- Submittals review
- Review of shop drawings
- Field sketches for clarifications purposes
- Responses to RFI's
- Select and pre-tag specimen plant materials that are to be proprietarily selected.
- Prepare and process change orders only with prior approval of Client.

****ALA shall endeavor to secure compliance by the contractor to the plans and specifications. ALA shall not be responsible for construction means, methods, techniques, sequences or procedures, or job-site safety, in connection with the work and shall not be responsible for the contractor's errors or omissions, or failure to carry out the work in accordance with the contract documents.*

2. Professional Fees

PHASE	FIXED FEE
A. Schematic Design:	\$15,000
B. Design Development:	\$15,000
C. Mock Up:	\$8,000
<hr/>	
TOTAL A, B & C	\$38,000
D. Construction Documents:	TBD based on approved final scope
E. Construction Administration:	TBD based on approved final scope

3. Additional Services

Additional services that are beyond the described Scope of Services will be billed at our hourly rates and shall not be performed without the permission of the Client.

ALA 2020 Hourly Rates:

- | | |
|---|--------------|
| • Principal Landscape Architect | \$225.00/hr. |
| • Operations Director | \$175.00/hr. |
| • Associate Landscape Architect / Project Manager | \$165.00/hr. |
| • Landscape Designer | \$150.00/hr. |
| • Administrative Services | \$75.00/hr. |

Additional Services may include but are not limited to the following:

- Preparation of revision to approved drawings at each phase completion.



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203.683.1808



- Specialized presentation materials, other than as outlined in this Agreement.
- Preparation of specialized documents required by local municipalities beyond the scope of the contract documents, such as wetland mitigation plans.
- Preparation of applications, and/or attendance at municipal meetings required for permit approval process, beyond those described above.
- Attendance at client, architect or contractor meetings, beyond those described above
- Travel and selection of specialized plant and hardscape material when requested

4. Client's Responsibilities

Information

The Client shall provide site and other information on which the design is to be based as well as Client's budget parameters for the Project. ALA, Inc. shall be entitled to rely on the accuracy and completeness of information provided by the Client.

The Client shall provide the following:

- Accurate and up-to-date topographic survey of the project area and off site information, if relevant, in AutoCAD. Survey is to locate property boundary lines, grades, roads, trees, plantings, utilities, vaults, lighting and other site improvements, which may affect the project.
- Approved project design in AutoCAD
- Any Planning or Architectural studies or plans, which may have been prepared for this project.
- Any relevant information produced by consultants including soil or other technical reports.
- Engineering, including any structural or mechanical aspects of water features, if required

5. Ownership of Documents

ALA, Inc. shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and provided to the Client by ALA, Inc. (collectively, the "Design Materials"). Subject to payment by the Client of all fees and costs owed to ALA, Inc. in compliance with this Agreement, ALA, Inc. grants to the Client a nonexclusive license to reproduce the Design Materials solely for the construction and use of this Project.

6. Landscape Architect Compensation

Reimbursable Expenses are expenditures for the project made by ALA, Inc., its employees, and consultants in the interest of the Project. Reimbursable Expenses include but are not limited to travel/mileage expenses, costs of reproduction, postage, services of professional consultants that cannot be quantified at the time of contracting, and other, similar direct project-related expenditures.

Monthly payments to ALA, Inc. shall be based on the percentage of work completed during such month, and may include payments for Reimbursable Expenses incurred in accordance with the terms hereof.

Payments are due and payable upon receipt from the date of ALA, Inc. invoice. Invoiced amounts received by Client that are unpaid 30 days after the invoice date shall be deemed overdue and shall, to the extent the Client is notified in writing of such overdue amount, accrue 1% interest per month.



ARTEMIS landscape architects

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203.683.1808



7. Indemnification

Client and ALA, Inc. each agree to indemnify and hold harmless the other, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Landscape Architect, they shall be borne by each party in proportion to its negligence. In no event shall either party indemnify the other party for any acts of gross negligence, fraud or violations of the law by an indemnifying party.

8. Dispute Resolution

If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation, the cost of which shall be shared equally by the parties. To the extent mediation does not resolve the matter, the parties agree to resolve any dispute with binding arbitration, the cost of which shall be shared equally by the parties.

9. Termination of Services

Termination of services is to be in writing with fees paid to date for the percentage of completed work.



Tara M Vincenta, RLA, ASLA
Principal/Founder
Artemis Landscape Architects, Inc.

DATE: April 9, 2020

CT License #LAR.0001029

Accepted and agreed to:

BY: SWA San Francisco, *Authorized Agent*

NAME: _____

TITLE: _____

DATE: _____



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