

**REQUEST FOR QUALIFICATIONS AND
REQUEST FOR PROPOSALS**

**BY THE SHERMAN
SCHOOL BUILDING COMMITTEE
AND THE
SHERMAN BOARD OF EDUCATION**

FOR

**ARCHITECTURAL SERVICES FOR THE
SHERMAN SCHOOL REPAIRS AND
IMPROVEMENTS PROJECT**

**Sherman Board of Education
2 CT - 37
Sherman, CT 06784
(860) 355-3793**

**SHERMAN SCHOOL BUILDING COMMITTEE
AND THE
SHERMAN BOARD OF EDUCATION
REQUEST FOR QUALIFICATIONS AND REQUEST FOR PROPOSALS**

I. General Background Information

The Sherman School was built in 1937 (the historical K- Wing) with additions and renovations taking place in 1953, 1961, 1971, 1992, and 2000. Currently the facility serves approximately 270 students in Grades PK-8 and is the only school facility in Sherman. The structure has two levels in most locations totaling 85,745 gross square feet, approximately 44% of which are currently utilized for non-educational purposes, creating a higher than average efficiency factor. The facility and site are located within a nationally registered historic district and sit at a prominent intersection in the historical community center.

In 2017, the Sherman Board of Education (the “Board”) engaged Friar Architecture to perform a study regarding the condition of the Sherman School facility and site. That firm issued to the Board the *Facility Survey, Code Analysis, and Buildings & Grounds Survey & Master Plan for The Sherman School* in November 2018 (the “Facility Study”). The Facility Study provided the Board with an in-depth analysis of the school’s condition, identifying potential areas of concern and rating the useful life of various elements. At that time, the overall facility and site were rated in fair condition and absent substantive repairs will be rated in poor condition between 2023 and 2027.

The Town of Sherman School Building Committee (“SSBC”) and Board desire to develop a design and project plan that appropriately meets the needs of current and future students in a secure, safe, healthy, and efficient educational campus. Such a design and project plan must appropriately reflect the unique circumstances of Sherman as a small, historic, and rural community, projected enrollment and the fluctuating size of grade level cohorts, as well as, all mandated requirements related to the construction and/or operations of educational facilities in the State of Connecticut.

The SSBC/Board wish to retain an architectural firm to provide comprehensive design services from conceptual design to construction administration, including consultant services for analysis and design of safety and security, and analysis and design of air quality and energy efficiency. Services shall also include the provision of verified cost estimates.

The SSBC/Board intends to enter into a staged, performance-based contract with the most responsible qualified firm, with the intent of working with the selected firm to implement a design and project plan should it be approved by taxpayers via referendum. The SSBC/Board seek a collaborative process and it is anticipated that they will utilize a

Construction Manager at Risk project delivery method constructed through a Construction Manager with a guaranteed maximum price contract should a design and project plan be approved and proceed. In addition, the SSBC/Board anticipate retaining an Owner's Representative.

II. Scope of Design Services

The SSBC/Board intends to commission one firm to provide all architectural/design services necessary. The SSBC/Board is seeking a qualified architectural firm to assist the SSBC/Board in identifying the most feasible solution, at the lowest possible cost, to comprehensively address the capital needs of Sherman School. The architectural firm chosen will provide the above noted services for repair and improvements of the existing Sherman School facility (the "Project"), while honoring the historical character of the original structure. The selected architectural firm will be required to address all areas of concern outlined in the Facility Study's survey sections 3-7, including but not limited to the following consultant services: historical preservation, safety and security, and air quality and energy efficiency. The architectural services provided, shall appropriately meet the needs of current and future students in a secure, safe, healthy, and efficient educational campus inclusive of its existing facility and site for a period of no less, if not more, than twenty years.

In addition, the selected firm is required to assist the Superintendent of Schools ("Superintendent") in formulating and preparing Educational Specifications to be filed with the Connecticut State Department of Education ("CSDE") and Department of Administrative Services ("DAS") Office of School Construction Grants and Review ("OSCG&R") (collectively the "Agencies"), as well as, cost estimates, and other applicable grants which can offset costs to taxpayers.

A. Conceptual Design and Educational Specifications

The selected firm will provide the SSBC/Board with a conceptual design and project plan that shall address the following criteria:

- All areas of concern outlined in the Facility Study's survey sections 3-7;
- Appropriate learning structures and spaces, which meet current standards, that will support the objectives of the Board's planning goals and the current and future educational needs of all students in Grades PK-8;
- Investigate solutions for the possible re-use of the K-Wing, honoring its historical character and architectural style;
- Allows for flexible educational spaces that adapt to the changing needs of teaching and learning, as well as fluctuations in enrollment, specifically the unique changes in the size of grade level cohorts year to year;
- Addresses safety and security enhancements necessary from both a facility/site and operational perspective;

- Provides appropriate educational spaces to provide students with experiences in STEAM-based learning, with a focus on successful fine and performing art programs;
- Provides for a comprehensive energy audit and air quality analysis that identifies ways to improve air quality and energy efficiencies that can reduce long-term operating costs;
- Provides for an assessment of how and when to incorporate and construct the following initial projects (“Initial Projects”) into the overall Project:
 1. Partial roof replacement – design and installation are required;
 2. Repairs and/or upgrades to the water system infrastructure - design, location and installation are required, and;
- A conceptual design and project plan that maximizes the SSBC/Board’s ability to receive state reimbursement and other available grants and/or rebates which can offset expenses to taxpayers.

Services will include, but may not necessarily be limited to:

- Use of the above criteria to develop a conceptual design and project plan and verify its anticipated costs;
- Collaborate with the Superintendent and other groups and committees to prepare Educational Specifications that meet Board’s planning goals and the current and future educational needs of all students in Grades PK-8;
- Assist with compliance and other statutory and regulatory requirements to maximize project cost reimbursement or other available grants and/or rebates which can offset expense to taxpayers;
- Develop a phased construction plan to assist the SSBC/Board and broader Sherman community in understanding the full scope of construction work required to effectuate Educational Specifications;
- Prepare high quality, graphic renderings and layouts which visualize elements of a conceptual design and project plan;
- Attend no less than four (4) public meetings, including presentations to the SSBC, Board, Board of Selectmen, and public to review a finalized conceptual design and project plan, anticipated construction, project phasing, and cost estimates prior to potential approval of project funds via referendum, and;
- Assist the SSBC/Board with public engagement and referendum related services including support for communications, technical responses to inquiries, assistance with bonding impacts analysis based upon construction phasing, and generalized services which may be required to inform taxpayers of the need and rationale for the developed conceptual design and project plan.

These objectives are an example of the items that should be addressed but not exhaustive. The selected firm should suggest other items that may be required to ensure a developed conceptual design and project plan provides complete and thorough solutions.

The selected firm shall meet with a wide variety of stakeholders to gain insight into the operational needs of the school community as the design develops to provide complete and thorough solutions.

B. Schematic Design

The selected firm will provide Schematic Designs that shall include, but not be limited to, the following:

- Provide a preliminary evaluation of SSBC/Board's program, schedule, budget, project cost suggesting necessary refinements to the developed conceptual design and project plan;
- Present the SSBC/Board with a preliminary evaluation of any alternative approaches to design and construction of the Project, including any alternatives to appropriately address issues raised in the Facility Study's survey sections 3-7, the Board's planning goals, and the current and future educational needs of all students in Grades PK-8;
- Present Schematic Design Documents, which shall include but not be limited to, preliminary plans, sections, elevations, and may include some combination of study models, perspective sketches or digital presentations, as well as, preliminary selections of major building systems and construction materials;
- Ensure Schematic Design Documents are consistent with the SSBC/Board's project program, schedule, and budget, as well as, include a schedule to effectuate the Initial Projects while Project planning proceeds, and;
- Attend meetings with user groups as may be required.

C. Design Development

The selected firm will provide Design Development services that shall include, but not be limited to, the following:

- Prepare Design Development Documents that illustrate and describe the development of the approved Schematic Design and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements;
- Prepare and outline specifications that identify major materials and systems and establish, in general, their quality level;
- Prepare code analysis drawings to be submitted to the SSBC/Owner along with Design Development Documents;
- Meet with applicable officials to review designs and code compliance, and;
- Attend meetings with user groups as may be required.

D. Construction Documents and Procurement

The selected firm will provide Construction Documents that shall include, but not be limited to, the following:

- Prepare Construction Documents that shall be ready to bid and shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Project, including all information required to obtain all permits, certifications, and approvals necessary to complete the Project;
- Assist the SSBC/Board in obtaining the approval of the Agencies to begin the bidding phase and which shall include attending a reasonable number of meetings with the Agencies, producing any documents, and providing any services required of the Architect and requested of the SSBC/Board by the Agencies, and;
- Attend meetings with user groups as may be required.

E. Construction Phase

The selected firm will provide Construction Phase services that shall include, but not be limited to, the following:

- Administration of the Contract;
- Advise and consult with the SSBC/Board throughout the Construction Phase;
- Provide site visits as may be required;
- At appropriate stages of construction, become familiar with the progress and quality of the work, guard the SSBC/Board against defects and deficiencies in the work and, generally observe that all work on the Project is being performed in accordance with the Contract Documents;
- Review and approve submittals, review and certify Certificate of Payment to the Contractor, and review and take action on changes to work on the Project, and;
- Provides all services related to Project completion.

III. Questions and Provided Information

The RFQ/RFP Documents can be accessed on the Board's website at shermanschool.com/bldgcmt under the Documents section along with the following information listed below.

- Facility Study;
- Most Recently Conducted Enrollment Projections;

- Sherman Historical District National Registration Information;
- Approved Capital Planning Goals;
- Roof Asset Management Program (RAMP) Report, and;
- Water Quality Analysis Information.

IV. Mandatory Walk-through

All prospective proposers shall be required to attend a mandatory walk-through of the Sherman School on **August 26, 2022**.

V. Timeline/Important Dates

- A. Question Deadline:** All questions regarding this RFQ/RFP shall be emailed to Joe Lombardozzi, Facility Manager, at lombardozzi@shermanschool.com no later than **September 2, 2022**.
- B. Responses to Questions:** The SSBC/Board's responses to questions will be posted on the Board's website at shermanschool.com/bldgcmt under the Documents section and the DAS State Contracting Portal by **September 9, 2022**.
- C. Responses to the RFQ/RFP:** All responses to this RFQ/RFP must be received at the Board's offices located at 2 CT - 37, Sherman, CT 06784 no later than **5 p.m. on September 16, 2022 (the "Submission Deadline")**.
- D. Presentation/Interview:** On or around **September 20, 2022**.
- E. Projected Contract Award Date:** On or around **October 10, 2022**.
- F. Interviews:** By invitation of the SSBC and Superintendent, pursuant to Article VII.A, presentations and interviews may be held with one or more of the responding firms on **September 20, 2022 between 5:00 p.m. and 9:00 p.m.**
- G. Contract:** The selected firm will be expected to enter into a contract with the Board, the form of which is included as a part of this RFQ/RFP (Pages 16 - 44) and is a modified version of the AIA Document B101-2017. The SSBC/Board reserves the right to further modify the Contract as determined by the Board to be in the Board's best interest.

VI. Evaluation and Selection Process

A. Two Stage Process:

The evaluation and selection process will take place in two stages.

First, the SSBC will review all responses to the RFQ and, based on those responses and the Qualification Criteria described below, the SSBC will identify all firms that

are determined by the SSBC to be responsible qualified firms (the “Qualified Firms”).

Second, the Board will open and review the responses to the RFP submitted by the Qualified Firms. **Responses to the RFP submitted by firms that are not Qualified Firms will be returned unopened to the submitting firms.** The Board will evaluate the responses to the RFP submitted by the Qualified Firms and determine the “four most responsible qualified firms” using the Qualification Criteria and the Proposal Criteria set forth below in Sections B.1 and C.1, respectively, giving due consideration of the Qualified Firm's pricing for the Services as well as Qualified Firm’s (i) experience with work of similar size and scope as required for the Project, (ii) organizational and team structure for the Project, (iii) past performance data, including, but not limited to, adherence to project schedules and project budgets and the number of change orders for projects, (iv) the approach to the work required for the project, and (v) documented contract oversight capabilities.

The four selected firms will be required to make a formal 45-minute presentation to the SSBC and Superintendent, followed by a question and answer session. Included in the SSBC’s request that a Qualified Firm participate in an interview, the SSBC will provide the name(s) of the representatives of the SSBC and Superintendent who will conduct the interview and the date by which the Qualified Firm must submit an affidavit disclosing its relationship(s) with the interviewer(s) or confirming that it has no relationship(s) with the interviewer(s). The names of interviewers will be released solely to enable the Qualified Firm to prepare the affidavit and neither the Qualified Firm nor its representatives shall directly or indirectly contact the interviewer(s) prior to or following the interview process.

The Contract will be awarded to one of the “four most responsible qualified firms” after consideration of all of the foregoing.

In its review of responses to this RFQ/RFP and selection of the Contract awardee, the SSBC/Board will be guided by the selection of the firm that would best serve the interest of the SSBC/Board. The SSBC/Board reserves the right to negotiate with one or more of the “four most qualified firms” and to accept modifications to the scope of services and fees proposed when such action would be in the best interest of the Board and the Town of Sherman, but only to the extent that such actions would not constitute a failure to comply with Section 10-287(b)(2) of the Connecticut General Statutes.

The submission of responses to this RFQ/ RFP constitutes a declaration by the submitting firm that no person or persons other than members of firm’s own organization are interested in the Project or in the Contract proposed to be awarded; that the submission is made without any connection with any other person or persons making a proposal for the same services and is in all respects fair and without collusion or fraud; that no persons acting for or employed by the Board or

the Town of Sherman is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the Board and the Town of Sherman.

B. Request for Qualifications

1. Qualification Criteria. The SSBC/Superintendent will identify those firms that the Board deems to be Qualified Firms based on the criteria below (the “Qualification Criteria”):
 - a. Licensure: The firm is a legal entity properly licensed or registered under the laws of the State of Connecticut to perform the services that are the subject of this solicitation and is otherwise authorized to do business in the State of Connecticut.
 - b. Training and Experience: The firm has adequate training and experience (including that of partners and associates) in providing architectural services, generally, and, in particular, has adequate experience in the past five years designing school construction projects eligible for reimbursement from the Agencies of a similar size and scope as the Project.
 - c. Experience with Government Agencies: The firm has adequate experience dealing with the Agencies reimbursement process and with the preparation of the related documentation that must be filed to secure reimbursement from the Agencies.
 - d. Past Performance: The firm is able to demonstrate an adequate level of performance on past projects, including, without limitation, adherence to project schedules, project budgets, contract documents and the satisfaction of past owners with such performance.
 - e. Project Team: The firm’s staff proposed to be assigned to the Project (“Project Team”) has satisfactory qualifications and experience on past projects of similar size and scope as the Project.
 - f. Organizational and Team Structure: The firm has an adequate degree of contract oversight capability and the organizational, team, and management structure proposed for the Project is satisfactory.
 - g. Sub-consultant Relations: The firm has established long-term relations with sub-consultants needed to perform work on the Project
 - h. Claims: The number, context, and, where applicable, outcomes, of claims, disputes, arbitration, and litigation proceedings involving the firm are acceptable.

- i. Project Approach: The firm's approach to the Project, management, and degree of the firm's demonstrated ability to develop and control project costs, quality, and schedule, as well as, the firm's methods for doing so, is satisfactory.
 - j. Planning: The firm has the experience and ability to plan the staged services and accomplish all phases of the design with promptness.
 - k. Design Accuracy and Utility: The firm has the experience and ability to present a design that is both aesthetically appealing and functional, as well as, the ability to clearly write specifications that are accurate and provide sufficient detail.
2. Content of Response to RFQ: To assist and expedite the SSBC/Superintendent's evaluation of the qualifications of each proposing firm, each proposing firm must provide the following information in the order listed below:
- a. A Letter of Transmittal:
 - (i) Signed by a principal of the firm;
 - (ii) Not to exceed two (2) pages;
 - (iii) Describing in narrative form the firm and the firm's qualifications for the Project.
 - b. Firm Overview:
 - (i) Name and location, including the office location that will be serving the SSBC/Board;
 - (ii) Number of years the firm has been in the business of providing architectural services; and
 - (iii) Number of employees and how many of them will be dedicated to the Project.
 - c. Client Base:
 - (i) Names and contact information for three references for whom or which the firm has provided design services in the last two (2) years in connection with projects similar in size and scope to the Project; and
 - (ii) Provide a description of each of the three (3) projects and the firm's role in each project.
 - d. Statement of Qualifications:
 - (i) Name and address of firm identifying the firm's contact person and such person's phone number and e-mail address;
 - (ii) A brief history of the firm;
 - (iii) A list of the firm's Project team members and their resumes;
 - (iv) A list of consultants the firm will engage for the Project;

- (v) A list of the staff proposed to work on the Project along with related responsibilities they will devote to the Project; and
- (vi) A list of projects for which the firm has provided services in the last five years which projects have similar challenges to the Project and indicate if any claims, disputes, arbitration or litigation proceedings have occurred on any of these projects. If so, identify if they were between Owner/Architect or Owner/Contractor and give the status of each.
- e. References and Experience:
 - (i) List five (5) references of similar projects providing for each:
 - List of Project Team Members, consultants and staff involved.
 - Size (project cost and square feet) and location of project.
 - Provide contact name and telephone numbers for the Owner and Contractor (specific individuals).
 - (ii) Describe experience of the firm in assisting schools to secure funding for construction projects. Describe experience with the Agencies.
 - (iii) A one-page statement of the firm's recent experience on public school design philosophy.
- f. Additional information, not included above, that the firm feels may be useful and applicable to this Project and helpful to the Board's evaluation (limit response to two (2) pages).

A fee schedule for services **should not be included** in the RFQ response.

C. Request for Proposals

1. Proposal Criteria. The proposal criteria includes the following:
 - a. The firm's fee proposals.
 - b. The firm's proposed schedule.
 - c. The level of financial stability of the firm.
 - d. The level of the firm's insurance coverage.
 - e. The degree of resources of the firm that will help facilitate the Project.
2. Content of Response to RFP. The response to the RFP shall be submitted in a separately sealed envelope and shall include the following information in the order listed below:
 - a. Fee proposal for the services shall be a in the form of a fixed lump sum for the Project as outlined in this RFP:
 - (i) Conceptual Design lump sum fee.
 - (ii) Schematic Design lump sum fee.

- (iii) Design Development lump sum fee.
- (iv) Construction Documents lump sum fee
- (v.) Procurement lump sum fee.
- (v) Construction lump sum fee.
- (vi) Total fee for all above phases.

The fee proposal must be based on the contractual terms of the Owner/Architect Agreement included in the Appendix.

Also include hourly billing rates to be used when invoicing optional additional services. Rates for each of the applicable to classifications listed below and any other appropriate classifications are to be provided. Secretarial services should be included within these hourly billing rates.

- Principal
- Project Architect
- Job Captain
- Draftsman

Billing rates for consultants shall be comparable to those listed above.

- b. Bank references and/or financial statements reflecting financial stability.
- c. Evidence of proper insurance coverage.
- d. Descriptions of other resources of the firm that will help facilitate the Project.

The SSBC/Board reserves the right to withdraw the RFP, to waive any informality or irregularity in any submissions received, to reject any and/or all submissions and to make an award that is in the best interest of the Board and the Town of Sherman.

VII. Required Information

Responses to the RFQ/RFP shall be delivered in hard copy by hand or by mail. Neither emailed nor faxed submissions will be accepted. Any response that is not submitted by the Submission Deadline and in accordance with the submission requirements set forth in this RFQ/RFP will be rejected and returned unopened to the proposer.

Insurance Requirements for Selected Firm:

The selected Architect shall be required to furnish a certificate of Insurance ensuring the following insurances coverage within five (5) days of receipt of Notice of Selection. Failure to maintain insurance coverage as required and to name the Town of Sherman and Sherman Board of Education and the selected Construction Manager as the Additional Insured will be grounds for termination of the contract.

Commercial General Liability Insurance:

- The Architect shall provide Commercial General Liability insurance with a combined single limit of 2,000,000 per occurrence, \$4,000,000 aggregate for bodily injury and property damage.
- The CGL shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Commercial Automobile Liability Insurance:

- The firm shall provide Commercial Automobile Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate, and shall include coverage for all owned, hired, and non-owned vehicles.

Worker's Compensation Insurance:

- The Architect shall provide Workers Compensation Insurance in the required amount as applies to the State of Connecticut and Employers.
- Liability Insurance as follows:
- Bodily Injury by Accident - \$100,000 Each Accident
- Bodily Injury by Disease - \$500,000 Policy Limit
- Bodily Injury by Disease - \$100,000 Each Employee

Umbrella Liability Insurance:

- Firm shall provide Commercial Umbrella Liability insurance with a combined single limit of \$2,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage.

Professional Liability Insurance:

- The firm shall provide Professional Liability insurance with a combined single limit of \$2,000,000 per occurrence, \$2,000,000 aggregate.
- Each policy of Insurance, with the exception of Professional Liability and Worker's Compensation.
- Policies shall include a waiver of subrogation in favor of the Town of Sherman/Sherman Board of Education and shall provide no less than thirty (30) days notice to the Town/Board in the event of a cancellation of change in conditions or amounts of coverage. The Commercial General Liability, Automobile, and Umbrella Liability shall name the Town of Sherman/Sherman Board of Education and the selected Construction Manager as an additional insured.
- Certificates of Insurance, acceptable to the Town of Sherman/Sherman Board of Education shall be delivered to the Town/Board prior to the commencement of the work and keep in force throughout the term hereof.
- The above insurance requirements shall also apply to all sub-consultants and/or subcontractors to the Architect and the Architect shall not allow any

sub-consultants and/or subcontractors to commence work until the sub-consultants and/or subcontractors insurance has been so obtained and approved.

- The above insurance requirements and certificate are subject to final approval by the Town's Insurance Agent as to form and substance and could require changes in the types of coverage and limits.

Indemnification:

- The firm shall indemnify and hold harmless the Town of Sherman/Sherman Board of Education and its agents and employees from and against all claims, damages, losses, and expenses, including Attorney's fees arising out of, or resulting from the performance of the work.

Non-discrimination Clause:

- The Sherman School District is committed to a policy of equal opportunity/affirmative action for all qualified persons. The Sherman School District does not discriminate in any employment practice, education program, or educational activity on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, disability (including, but not limited to, intellectual disability, past or present history of mental disorder, physical disability or learning disability), genetic information, or any other basis prohibited by Connecticut State and/or Federal nondiscrimination laws and provides equal access to the Boy Scouts and other designated youth groups. The Sherman School District does not unlawfully discriminate in employment and licensing against qualified persons with a prior criminal conviction. Inquiries regarding the Sherman School District nondiscrimination policies should be directed to:

Title IX District Coordinator and Section 504 Coordinator

Dr. Renee Leekin
Sherman School
2 CT - 37
Sherman, CT 06784
Phone: (860) 355-3793
Email: leekinr@shermanschool.com

VIII. Mandatory Site Visits

As detailed in Section IV, all interested firms must participate in a mandatory walkthrough of the site on **August 26, 2022 at 3:00 p.m.** at Sherman School, 2 CT - 37, Sherman, CT 06784.

The site walkthrough is a mandatory prerequisite. Firms wishing to attend or who have questions regarding participation should email Joe Lombardozzi, Facility Manager, at

lombardozzij@shermanschool.com to confirm attendance, including attendees, no later than **5:00 p.m. on August 25, 2022.**

IX. Format

The qualification packages must be signed by an officer of the Architectural Firm. Submissions must be in a sealed envelope that is clearly marked “Architectural Services for the Sherman School.” Qualification packages are to be in a bound booklet with a table of contents and tabs for each heading listed under Section VI. Copies of the qualifications package are to be submitted to:

Dr. Patricia Cosentino
Superintendent
Sherman School District
Sherman School
2 CT - 37
Sherman, CT 06784

X. Submission and Deadline

All submissions must be received by Sherman School’s Office of the Superintendent no later than 5:00 p.m. on September 16, 2022.

DRAFT AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

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

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

s

« Town of Sherman School Building Committee »« »
« 9 CT - 39 »
« Sherman, CT 06784 »

and

« Sherman Board of Education »« »
« 2 CT - 37 »
« Sherman, CT 06784 »

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

« »« »
« »
« »
« »

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

« Sherman School Repairs and Improvements »
« The Sherman School »
« 2 CT - 37 »
« Sherman, CT 06784 »

The Owner and Architect agree as follows.

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

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

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

« See, RFQ/RFP by the Town of Sherman School Building Committee ("SSBC") and the Sherman Board of Education ("Sherman BOE") for Architectural Services, issued July 29, 2022 (Exhibit A) »

§ 1.1.2 The Project's physical characteristics:

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

« The Owner intends to repair and improve the existing Sherman School facility and site through renovations which may include the possibility of selective demolition and addition(s) if required. The project should address all code compliance issues and achieve necessary capital repairs while respecting the historical character of the original structure constructed in 1937, the historical K-Wing. The facility and site should accommodate no less than 270 students in Grades PK-8. »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

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

« TBD »

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

.1 Design phase milestone dates, if any:

«Conceptual Design:

Within __ days after Owner's notice to proceed with Conceptual Design Phase Services
No later than _____, 202__.

Schematic Design:

Within __ days after Owner's notice to proceed with Schematic Design Phase Services
No later than _____, 202__.

Design Development:

Within __ days after Owner's notice to proceed with Design Development Phase Services
No later than _____, 202__.

Construction Document:

Within __ days after Owner's notice to proceed with Construction Document Phase Services
No later than _____, 202__.

.2 Construction commencement date

« TBD »

.3 Substantial Completion date or dates:

«Substantial Completion of the Repairs and Improvements to the Sherman School...TBD»

« Substantial Completion of Partial Roof Replacement.....TBD»

« Substantial Completion of Repairs and Upgrades to Water System Infrastructure.... TBD»

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

« Owner intends to utilize the Construction Manager at Risk project delivery method for the Project, with a guaranteed maximum price. »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

« The Project is to be designed in accordance with all applicable law including, without limitation, Regulations of Connecticut State Agencies Section 16a-38k-1 through and including Section 16a-38k-9 Establishment of High Performance Building Construction Standards for State-Funded Buildings.»

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect may complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

« »
« »
« »

« »
« »
« »

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

« »

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

.1 Geotechnical Engineer:

« »« »
« »
« »
« »
« »

.2 Civil Engineer:

« »« »
« »
« »
« »
« »

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

«The Owner shall be responsible for engaging consultants for the following:
(i) Commissioning Agent as required per CGS §16a-38k-3;
(ii) Materials testing laboratory and inspection services during construction; and
(iii) Third party code review for the purposes of assisting local officials with permit review if required.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

«TBD »
« »
« »
« »
« »
« »

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services (that have been approved by the Owner):

.1 Structural Engineer:

« TBD »« »
« »
« »
« »

.2 Mechanical Engineer:

« TBD »« »

« »

« »

« »

« »

.3 Electrical Engineer:

«TBD »« »

« »

« »

« »

« »

.4 Historical Preservation Consultant

TBD

.5 Safety and Security Consultant

TBD

.6 Energy Modeling and Air Quality Consultant

TBD

.7 Technology and Communications Consultant

TBD

8. Food Service Consultant

TBD

9. Environmental Consultant

TBD

§ 1.1.11.2 Consultants retained under Supplemental Services:

« »

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.1.13 Where reference is made in this Agreement to the "General Conditions", such reference shall mean the AIA A201-2007 document as amended by the Owner and as further amended and supplemented by other provisions of the Contract Documents.

« »

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

the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties may use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish such protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without an agreement between the parties as to protocols governing the use of, and reliance on, the information contained in the model, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect's services consist of the services the Architect is required to perform under this Agreement, and, unless inconsistent with the instructions, guidance, and direction of the Owner, all professional services usually and customarily performed in conjunction with, and in furtherance of, such services (the "Architect's Services"). The Architect shall provide all labor, materials, supplies, tools, equipment and other facilities and necessary appurtenances or property for or incidental to such services requested by the Owner to complete the Project. The Architect represents that it is properly licensed and registered in the jurisdiction where the Project is located to provide the Architect Services. To the extent that this Agreement provides that any of the Architect's Services will be performed by consultants, the Architect shall be responsible for causing such services to be performed by appropriately licensed and registered design professionals.

§ 2.2 The Architect shall perform the Architect's Services as an independent contractor and in a good and workmanlike manner (i) consistent with the instructions, guidance and directions provided by the Owner to the Architect; (ii) consistent with the terms and conditions of this Agreement; (iii) consistent with the highest prevailing applicable professional or industry standards; (iv) consistent with sound architectural practices; (v) consistent and in compliance with all applicable laws, rules, regulations, ordinances, codes, orders and permits of all federal, state and local governmental bodies, agencies authorities and courts having jurisdiction; and (vi) as expeditiously as is consistent with such professional skill and care, the orderly progress of the Project, the instructions of the Owner and this Agreement (the standards of this Section 2.2 shall be referred to herein as the "Architect's Standard of Care").

§ 2.2.1 The Architect shall be solely responsible for all of its consultants and all lower tier sub-consultants performing any part of the Architect's Services and for the performance of such services in accordance with the Architect's Standard of Care. By appropriate written agreement, the Architect shall require each of its consultants, to the extent of the Architect's Services to be performed by such consultant, to be bound to the Architect by terms of this Agreement, and to assume toward the Architect all the obligations and responsibilities, which the Architect, by this Agreement, assumes toward the Owner. Each consulting agreement shall preserve and protect the rights of the Owner under this Agreement with respect to the services to be performed by the consultant so that subcontracting thereof by the Architect will not prejudice such rights, and shall allow to the consultant, unless specifically provided otherwise in the subcontracting agreement, the benefit of all rights, remedies and redress against the Architect that the Architect, by this Agreement, has against the Owner. Where appropriate, the Architect shall require each consultant to enter into similar agreements with sub-consultants.

§ 2.2.2 The Architect shall be responsible for the performance of the Architect's Services in compliance with and consistent with the Architect's Standard of Care, this Agreement, all applicable laws, rules, regulations, ordinances and codes, and all orders and permits of all federal, state and local government bodies, agencies, authorities and courts having jurisdiction over the Project, that are in effect at the time of the performance of the Architect's Services (collectively, the "Laws").

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.3.1 The "Conditions" are all statutory and regulatory requirements and all guidelines and standards imposed on the Project by the Agencies, as defined in Sections 2.3.2 and 2.3.3 below.

§ 2.3.2 The "Agencies" are the Department of Administrative Services of the State of Connecticut (the "Department"), Department of Education of the State of Connecticut and all other governmental authorities having regulatory or administrative jurisdiction over the Project and all representatives or designees of the Department or such other governmental authorities. The term "Agencies" shall also include any individuals or entities designated by the Department or such other governmental authorities or by the Owner to monitor or oversee compliance of the Project's energy and environmental design with the requirements of the Department or such other governmental authorities.

§ 2.3.3 The term "Agencies" shall also include any individual or entity not described in Section 2.3.2 from whom the Owner intends to request certification of the Project's energy and environmental design, to the extent the Architect is required, under this Agreement, to provide services relating to such certification.

§ 2.3.4 The Architect understands that performance of the Architect's Services will require communication with the Agencies and with individuals designated by the Agencies, and the Architect will, at no additional cost to the Owner, so communicate and take all steps necessary to ensure compliance with the Conditions.

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

§ 2.5 The Architect shall maintain, and shall require its sub-consultants to maintain the insurance described on Exhibit B hereto for the durations set forth in such Exhibit B.

§ 2.5.1 Intentionally Omitted

§ 2.5.2 Intentionally Omitted

§ 2.5.3 Intentionally Omitted

§ 2.5.4 Intentionally Omitted

§ 2.5.5 Intentionally Omitted

§ 2.5.6 Intentionally Omitted

§ 2.5.7 Intentionally Omitted

§ 2.5.8 Intentionally Omitted

§ 2.6 Indemnification.

§ 2.6.1 The Architect shall, to the fullest extent permitted by law, indemnify and hold the Owner and the Owner's officials, committee members, employees, agents and representatives directors, trustees, officers, agents, employees, consultants and representatives (each, hereafter an "Indemnatee") harmless from and against (i) all claims, suits and/or legal actions of any type by third parties, including, without limitation, claims for loss of or damage to property, personal or bodily injury, including death, and claims for losses of any type, and from all judgments or decrees recovered therefore and from all expenses for defending such claims, suits or legal actions, including without limitation court costs and attorneys' fees, and (ii) all loss, cost and expense (including all reasonable attorney's fees and court costs) of the Owner for damage or destruction to the Project or other real or personal property of the Owner, to the extent that the foregoing result or arise from the negligent acts or omissions, breaches, errors, or other improper unauthorized and/or unlawful acts of the Architect, its consultants, any of their respective employees, agents, contractors or representatives or anyone for whom or which any of them is responsible, and/or design defects or breaches of warranty in, caused by, or related to the Construction Documents. The Architect shall, at no cost to the Owner, properly correct or remedy any defects or problems with the Work caused by any of the foregoing. The Architect's indemnification obligations set forth in this Section 2.6 shall not include liability for damage arising out of bodily injury to persons or damage to property to the extent caused by or resulting from the negligence of the Indemnatee seeking to be indemnified hereunder, or such Indemnatee's agents or employees.

§ 2.7 The Architect represents that it has observed the Project site conditions and requirements for the successful design and completion of the Project, and fully understands the purposes and objectives of the Project. If the Architect wishes to impose any exceptions to these representations, the Architect must deliver a full written listing to the Owner for the Owner's consideration and subject to the Owner's approval prior to the Architect's signing of this Agreement.

§ 2.8 The Architect represents that it employs persons and engages agents and independent consultants who are skilled in the professional callings and support services necessary to accurately perform the work required for successful completion of the Architect's Services and the Project. The Architect acknowledges that the Owner is relying on the skill of the Architect, its employees, agents and its consultants to do and perform such work in a skillful and professional manner, consistent with the Architect's Standard of Care, and the Architect agrees to use its professional efforts to protect the interests of the Owner during all phases of the design, bidding and construction of the Project, consistent with such standards. The Architect understands and agrees that its employees, agents and consultants will be the only authorized design professionals for the Owner on the Project site (unless the Owner and Architect specify otherwise in writing prior to the signing of the Agreement). The Owner will rely upon the Architect to become familiar with the construction work in progress on the Project and to determine if such work is proceeding and being performed in accordance with the Contract Documents. The Architect shall keep the Owner informed about the progress of the construction work and shall advise the Owner about observed deficiencies in the work and guard the Owner against defects and deficiencies in the work of contractors and subcontractors and to ensure that the materials and workmanship of the contractors and subcontractors conform to the requirements of the Contract Documents. The Architect will update and advise the Owner's Project Representative on the progress of the construction work, and on all other matters as may be reasonably requested by the Owner, on at least a weekly basis or more frequently as may be reasonably required by conditions or as may be reasonably requested by the Owner. Nothing set forth herein shall diminish the Architect's Standard of Care.

§ 2.9 If, in rendering the Basic Services described herein, the Architect finds it necessary to subcontract Basic Services to consultants other than those approved by the Owner and specifically identified herein, the Architect will obtain written approval from the Owner prior to the selection of said consultants, which approval shall not be unreasonably withheld, and the Architect will be solely responsible for the payment of other such consultants within the compensation to be paid by the Owner for Basic Services. Nothing herein shall be deemed to create a legal relationship between the Owner and any consultant.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's "Basic Services" shall mean and include those Architect's Services as are described in this Article 3 and in Exhibit C hereto (including, unless inconsistent with the instructions, guidance, and direction of the Owner, all such services as are usually and customarily performed in conjunction therewith) and include usual and customary structural, civil, mechanical, and electrical engineering services. Services that do not constitute Basic Services are Supplemental or Additional Services.

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. Unless otherwise instructed by the Owner, the Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and written information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement (but no longer than seven (7) days after such date), the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's Services in such form and including such detail as reasonably required by the Owner. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for

reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3.1 TIME IS OF THE ESSENCE IN THIS AGREEMENT and the Architect will be bound by the schedule and will not deviate from the schedule without the Owner's express written consent, which consent the Owner shall not unreasonably withhold for deviations or adjustments to the extent necessary due to factors outside the Architect's control. The Architect shall update the schedule to incorporate any deviations or adjustments approved by the Owner and shall provide the Owner with such updated schedule.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.2. Conceptual Design and Educational Specifications

§ 3.2.1 The Architect shall review the program, the Initial Information, RFQ/RFP and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's Services.

§ 3.2.2 The Architect shall discuss with the Owner and other stakeholders on the Project the Owner's program, existing school site, historical components of the facility and alternative approaches to design and construction to meet the needs of the Owner, and to reach an understanding with the Owner regarding the Project requirements

§ 3.2.2.1 The Architect shall review and confirm with the Owner's authorized staff the Owner's education program objectives.

§ 3.2.2.2 The Architect shall review and comment on the assessment of the existing conditions of the Sherman School.

§ 3.2.2.3 The Architect shall review and comment on the Owner's functional requirements, program and required square footage.

§ 3.2.2.4 The Architect shall make recommendations to the Owner regarding design and program improvements for the Project.

§ 3.2.2.5 The Architect (and its consultants as appropriate given the subject of the meeting), shall attend meetings with user groups as required by the Owner and as otherwise necessary for the performance of the Architect's services under this Agreement and keep and timely distribute meeting minutes of such meetings.

§ 3.2.2.6 The Architect shall review and comment on the adequacy of parking, wetland issues and zoning requirements, as applicable to the Project.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, including the feasibility of incorporating environmentally responsible design approaches and any sustainable objectives, in developing a design for the Project.

§ 3.2.4 The Architect shall provide the Owner with an assessment of whether to, how and/or when to incorporate and construct certain initial projects, including a partial roof replacement, and repairs and/or upgrades to the water system infrastructure ("Initial Projects").

§ 3.2.5 Based upon the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's review and consideration, a concept design illustrating the scale and relationship of the Project components for the design, including the Initial Projects.

§ 3.2.6 The Architect shall prepare and provide to the Owner a high quality graphic rendering of the design approved by the Owner, which rendering shall include the Initial Projects.

§ 3.2.7 The Architect shall timely contact those Agencies whose approval of the Construction Documents is necessary for the successful funding and completion of the Project and with entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those Agencies and entities.

§ 3.2.8 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of the Agencies. The Architect shall assist the Owner to develop its Educational Specifications, preliminary costs estimates, funding application and other submittals the Owner must produce to become eligible for funding from the State of Connecticut, as well as, other available grants and/or rebates which may offset Project costs.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program and other information furnished by the Owner, and shall review Laws, including without limitation, codes, and regulations applicable to the Architect's Services.

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

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

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

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

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

§ 3.3.6.1 Review and confirm with authorized Owner's staff to determine educational program objectives.

§ 3.3.6.2 Review and confirm the existing educational programs designated for re-location.

§ 3.3.6.3 Review and comment on the assessment of existing condition within the Project site.

§ 3.3.6.4 Review and comment on the Owner's functional requirements, programs and required square footage.

§ 3.3.6.5 Make recommendations of design and program improvements for the Project site.

§ 3.3.6.6 Review and comment on the preliminary investigation on adequate Project site parking, wetland issues and zoning requirements, as applicable to the Project.

§ 3.3.6.7 Attend meeting with user groups as required. Keep meeting minutes of such meetings and timely distribute on a regular basis.

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

Owner may obtain more advanced environmentally responsible or sustainable design services as a Supplemental Service under Section 4.1.1.

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

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

§ 3.3.10 The Architect shall submit the Schematic Design Documents to the Owner and request the Owner's review and approval. The Architect shall meet with the Owner to review the Schematic Design Documents. The Architect shall revise the Schematic Design Documents as requested by the Owner and shall resubmit such revised Schematic Design Documents for the Owner's approval. This process shall continue until the Owner approves the Schematic Design for the Project.

§ 3.4 Design Development Phase Services

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

§ 3.4.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.3 Before submission of the Design Development Documents to the Owner for approval, the Architect will meet with the applicable code enforcement officials to review the design. The Architect will prepare a code analysis drawing, including occupant load calculations, exiting capacities, fire ratings, building construction type, fire characteristics of finishes, and building heights (the "Code Analysis") and shall submit same for Owner approval along with the Design Development Documents.

§ 3.4.4 The Design Development Documents shall include preliminary interior finishes and design elements, which design elements the Architect shall further develop during the Construction Documents Phase.

§ 3.4.5 The Architect shall submit the Design Development Documents and the Code Analysis to the Owner in accordance with the Design Schedule, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. The Architect shall meet with the Owner to review the Design Development Documents and the Code Analysis. The Architect shall revise the Design Development Documents as requested by the Owner and shall submit the same to the Owner for its approval. This process shall continue until the Owner is satisfied with the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on and subject to the Owner's approval of the Design Development Documents, the Owner's authorization to proceed with Construction Documents Phase Services and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents and submit the Construction Documents for the Owner's review and approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work, including all information required to obtain all permits, certifications and approvals necessary to complete the Project. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.8.4.

§3.5.1.1 The Architect shall incorporate in the Construction Documents the design required for compliance with all applicable statutory and regulatory energy and environmental design criteria and applicable standards, and shall consider other environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.5.2 The Architect shall incorporate in the Construction Documents the design requirements of the Agencies into the Construction Documents including, without limitation, the design required for compliance with all applicable statutory and regulatory energy and environmental design criteria and applicable standards. The Architect shall, upon the Owners request, attend a reasonable number of conferences with the Agencies as part of Basic Services.

§ 3.5.3 During the development of the Construction Documents, the Architect shall compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.5.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3 based on the Construction Documents.

§ 3.5.5 The Architect shall submit the Construction Documents to the Owner, for review and approval in accordance with the Design Schedule, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. The Architect shall meet with the Owner to review the Construction Documents. The Architect shall revise the Construction Documents as requested by the Owner and shall submit the same to the Owner for its approval. This process shall continue until the Owner is satisfied with the Construction Documents.

§ 3.5.6 Throughout the construction of the Project, any design errors or omissions in the Construction Documents will be promptly corrected by the Architect at no cost to the Owner. The Owner's approval, acceptance, use of, or payment for, all or any part of the Architect's Services hereunder or of the Project itself shall in no way alter the Architect's obligations or the Owner's rights hereunder.

§ 3.5.6.1 If, due to the negligent omission or failure to perform in accordance with the terms and requirements of this Agreement by the Architect, its consultants, or anyone for whom any of them is responsible, a required item or component of the Project is omitted, or such negligent omission or failure otherwise necessitates a change in the scope of the Work as then represented by the Construction Documents, the Architect shall be responsible for any "Excess Costs" incurred to add or modify such item or component of the Project or implement such change in the scope of the Work (the "Addition/Modification Work"). For the purposes of this Section 3.4.6, "Excess Costs" shall mean the difference between the full amount of the Change Order required by the Contractor to perform the Addition/Modification Work (including, without limitation, the removal of Work already performed if necessary) and the cost which would have been incurred by the Owner had the negligent omission or failure not occurred.

§ 3.5.7 The Architect shall assist the Owner in obtaining the approval of the Department to begin the Bidding Phase. Such assistance shall include attending a reasonable number of meetings with the Agencies, producing any documents and providing any services required of the Architect and requested of the Owner by the Agencies, and, upon the Owner's written approval, making any adjustments to the Construction Documents requested by the Agencies.

§ 3.6 Procurement Phase Services

§ 3.6.1 General

The Procurement Phase Services shall commence upon written notice from the Owner to the Architect. Following the Owner's approval of the Construction Documents, and upon request of the Owner, the Architect shall (1) prepare the Bidding Documents; (2) assist the Owner in the evaluation of the Contractor's subcontractor recommendations for award of subcontractors and the bids submitted by such subcontractors; and (3) such other services as may be reasonably required by the Owner in connection with the subcontractor procurement process.

§ 3.6.2 Competitive Bidding

§ 3.6.2.1 Bidding Documents shall consist of bidding requirements proposed Contract Documents, and such other documents as may be designated by the Owner as Bidding Documents.

§ 3.6.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 participating in a pre-bid conference for prospective bidders; and
- .2 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda.

§ 3.6.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and, provided the Owner approves a substitution, prepare and distribute addenda identifying approved substitutions to all prospective bidders. In addition to the foregoing, the Architect shall assist the Owner in the review and evaluation of the Contractor's Guaranteed Maximum Price Proposal and all documents and information submitted by the Contractor with such proposal.

§ 3.7 Construction Phase Services

§ 3.7.1 General

§ 3.7.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth herein and in Owner's modified AIA Document A201™–2017, General Conditions of the Contract for Construction (as so modified, the "General Conditions"). If the Owner and Contractor further modify the General Conditions after execution of this Agreement, the Architect shall not be bound by such modifications to the extent they alter the Architect's rights and responsibilities hereunder and are inconsistent with this Agreement unless the Architect provides its consent thereto, which shall not be unreasonably withheld, conditioned or delayed. In the event of a conflict between the provisions of the General Conditions and this Agreement regarding the rights and responsibilities of the Architect, the provisions of this Agreement shall govern; provided, however, that if such modifications or supplements as are approved by the Architect under this Section 371.1 or under Section 5.11 are inconsistent with the provisions of this Agreement, the Owner may choose which document governs the Architect and Owner's responsibilities to each other.

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

§ 3.7.1.3 Subject to Section 4.2 and except as provided in Section 3.8.6.5, the Architect's responsibility to provide Construction Phase Services commences with Architect's receipt of written notice to proceed from the Owner and terminates, except to the extent otherwise provided in this Agreement, on the date the Architect issues the final Certificate for Payment. The award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.7.2 Evaluations of the Work

3.7.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, including regularly scheduled site meetings and visits, and more frequently or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, to guard the Owner against defects and deficiencies in the Work and to determine, in general, if the Work observed is being performed in a manner indicating that the Work is and, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner in writing (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor and approved by the Owner, and (3) defects and deficiencies observed in the Work.

§ 3.7.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is

fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.7.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or, if no time limits have been agreed upon, within seven (7) days.

§ 3.7.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith and in accordance with the Standard of Care.

§ 3.7.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in the General Conditions, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.7.3 Certificates for Payment to Contractor

§ 3.7.3.1 The Architect shall review the amounts claimed by the Contractor to be due and shall certify and issue certificates in such amounts as the Architect determines to be due. Such certifications by the Architect shall be recommendations only, and payment of any such amounts shall be subject to the Owner's prior approval. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.7.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect in writing and provided to the Owner at the time of certification.

§ 3.7.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 3.8.4 Submittals

§ 3.8.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, will be taken within seven (7) days after receipt of the submittal.

§ 3.8.4.2 The Architect shall, within the time periods provided in the approved submittal schedule (or in the event of no such schedule, within seven (7) days after submission), review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures unless otherwise specified by the Architect. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.8.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the

appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.8.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or if no time limits have been agreed upon, within seven (7) days. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.8.5 Changes in the Work

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

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

§ 3.8.6 Project Completion

§ 3.8.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 obtain from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, in the Architect's professional judgement and with the exercise of the Standard of Care, the Work complies with the requirements of the Contract Documents.

§ 3.8.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected and to prepare for the Owner a written list of observable items, materials, or systems that are defective or that require additional Work or replacement by the Contractor.

§ 3.8.6.3 When the Architect determines that Substantial Completion of the Work has been achieved, the Architect shall inform the Owner in writing about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

§ 3.8.6.5 Upon request of the Owner, the Architect will provide services in conjunction with an inspection to take place approximately ten (10) months after the date of Substantial Completion. Visual inspection will be made with the Owner and the Contractor to determine whether correction of the Work is required in order for such Work to be in compliance with the requirements of the Contract Documents.

§ 3.86.6 Upon request of the Owner, the Architect will cooperate and assist the Owner during any audit of the Project as conducted by the Owner or any of the Agencies, at any time after Substantial Completion.

§ 3.8.6.7 As requested by the Owner, the Architect will cooperate and assist the Owner and the Owner's commissioning agent during commissioning of the Project prior to occupancy.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are, to the extent not included in or identified below as Basic Services, shall be Supplemental Services that may be required for the Project. The Architect shall provide Supplemental Services only upon the prior authorization of the Owner and, subject to such prior authorization, the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated in the table below as the responsible party, the parties agree that the listed Supplemental Service is not expected to be required for the Project. Notwithstanding anything to the contrary, the Architect shall provide any service designated below without the compensation provided for in Section 11.2 and at no other additional cost to the Owner, to the extent such designated service is (i) included in the Basic Services or (ii) made necessary by the act or omission of the Architect, its consultants or subcontractors. In either case, such designated services shall be provided by the Architect as Basic Services, at no additional cost to the Owner.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

The Architect shall perform all professional services reasonably requested by the Owner. Services requested by the Owner or recognized to be necessary after execution of this Agreement are presumed to be included within Basic Services unless clearly shown to not be so included. If the Architect believes that a service requested by the Owner, or a service recognized by the Architect to be necessary for the Project, constitutes a Supplemental Service, prior to performance of such service, the Architect shall provide written notice thereof to the Owner. If the Architect performs such services without first submitting such notice and receiving Owner's authorization to proceed, the Architect shall be deemed to have waived any right to additional compensation for such services and the same shall be deemed part of the Basic Services. If the Owner and the Architect cannot reach agreement on whether or not the subject services constitute Supplemental Services, the dispute shall be resolved pursuant to Article 8 of this Agreement.

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

« »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

« »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services authorized by the Owner and provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. The Architect shall perform all professional services reasonably requested by the Owner. If the Architect believes that a service requested by the Owner, or a service recognized by the Architect to be necessary for the Project, constitutes an Additional Service, prior to performance of such service, the Architect shall provide written notice thereof to the Owner. If the Architect performs such services without first submitting such notice and receiving Owner's authorization to proceed, the Architect shall be deemed to have waived any right to additional compensation for such services and the same shall be deemed part of the Basic Services. If the Owner and the Architect cannot reach agreement on whether or not the subject services constitute Additional Services, the dispute shall be resolved pursuant to Article 8 of this Agreement.

§ 4.2.1 Upon recognizing the need to perform the following services, which shall constitute Additional Services to the extent such services do not constitute Basic Services, the Architect shall notify the Owner in writing with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services (except to the extent included in Basic Services) until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a material change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, which enactment occurred after the execution of this Agreement, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing Instruments of Service after the issuance of the Building Permit which changes/edits are necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the Standard of Care;
- .4 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .7 Evaluation of the qualifications of entities providing bids or proposals;
- .8 Consultation concerning replacement of Work resulting from fire or other hazard during construction; or
- .9 Assistance to the Initial Decision Maker, if other than the Architect.

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

- .1 Responding to the Contractor's requests for information that are not prepared in substantial accordance with the Contract Documents;
- .2 Preparing Change Orders and Construction Change Directives that require an extensive evaluation of Contractor's proposals and supporting data, or the preparation or extensive revision of Instruments of Service; or
- .3 Evaluating an extensive number of Claims as the Initial Decision Maker.

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

- .1 «Three» («3») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 «» («») Such number and duration of visits to the site by the Architect over the duration of the Project during construction as deemed appropriate by the Architect to enable the Architect to perform all of its obligations under this Agreement in accordance with the Architect's Standard of Care but in no event less than once per week during construction
- .3 «Three» («3») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 «Three» («3») inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.8.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 90 days after the date of Substantial Completion of the Work shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 Intentionally Omitted

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

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

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner.

§ 5.4 If required for the completion of the Project and unless otherwise agreed by the Owner and the Architect, the Owner shall be responsible for furnishing surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site.

§ 5.5 If required for the completion of the Project and unless otherwise agreed by the Owner and the Architect, the Owner shall be responsible for furnishing the services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1 and if AIA Document E204™-2017, Sustainable Projects Exhibit is incorporated in and made a part of this Agreement under Section 13.2, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement as it may have been modified by the parties.

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

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

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

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service provided, however, that the Owner shall have no obligation to investigate for the purpose of discovering faults, defects, errors, omissions or inconsistencies nor shall the failure of the Owner to provide notice of any of the same modify the obligations of the Architect to perform its services hereunder in compliance with this Agreement.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance

of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement or obtain the Architect's approval of those provisions of the Contract for Construction that affect the duties and responsibilities of the Architect, which approval the Architect shall not unreasonably withhold, condition or delay. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions.

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

§ 5.15 Within fifteen (15) days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.16 Notwithstanding anything to the contrary in this Agreement, the Owner's provision, review and approval of any and all documents or other matters required herein shall be for the purpose of providing the Architect with information as to the Owner's objectives and goals with respect to the Project and not for the purpose of determining the accuracy or completeness of such documents. Further, such provision review and approval of Owner shall in no way create any liability on the part of the Owner for errors, inconsistencies or omissions in any approved documents or alter the Architect's responsibilities hereunder or with respect to such documents.

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as provided in this Agreement. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect provided, however, that the Architect shall be responsible for any overrun of the Cost of the Work caused by the act or omission of the Architect or its consultants, or caused by factors of which the Architect was aware but failed to consider in estimating or updating the Cost of the Work.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work beyond that included in Basic Services, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 180 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If, at any time during any phase of the Architect's services, the Architect's estimate of the Cost of the Work deviates from the Cost of the Work most recently approved by the Owner, the Architect shall, upon the Owner's request and as part of Basic Services, provide a written explanation of the deviation and propose design changes that would bring the Project within the Cost of the Work.

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate which market conditions directly increase the Cost of the Work, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 All plans, drawings, specifications, models, reports and other materials and work product prepared or furnished by the Architect or on its behalf, including such materials and work product as are produced by the Architect's consultants, pursuant to this Agreement (collectively, the "Instruments of Service") are and shall be owned solely and exclusively by and shall be the property of the Owner and the Department, free and clear of any claim or retention of rights thereto by the Architect and the Architect's consultants. The Instruments of Service cannot be used by the Architect or the Architect's consultants for any purpose beyond the scope of this Agreement without the prior written consent of the Owner. In addition to the immediately preceding sentence, the Architect agrees to obtain, and convey and assign to the Owner absolutely and exclusively, all intellectual property rights including, but not limited to, copyrights, in and to the Instruments of Service, and the Architect hereby does so grant, convey, and assign to the Owner absolutely and exclusively such of those rights that it owns. All Instruments of Service may be used by the Owner, in whole or in part, or in modified form, for any purpose, including the completion of development of the Project and for future renovation, maintenance, repair or replacement.

§ 7.1.1 The Architect shall not use, publish, distribute, sell or divulge any information obtained from the Owner for the Architect's own purposes or for the benefit of any person, firm, corporation or other entity without the prior, written consent of the Owner. Any information designated by the Owner in accordance with applicable law as confidential shall not be disclosed to any third parties without the prior written consent of the Owner.

§ 7.1.2 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors of their respective Instruments of Service, including the Drawings and Specifications.

§ 7.3 Intentionally Omitted.

§ 7.3.1 Intentionally Omitted

§ 7.4 Intentionally Omitted

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

§ 8.1.3 Intentionally Omitted.

§ 8.2 Mediation

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

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

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

☐

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

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement provided that any arbitration proceedings under this Agreement shall be brought in a location

selected by the Owner. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner repeatedly fails to make payments to the Architect when due and payable in accordance with this Agreement due to no fault of the Architect, and provided such failed payment(s) is not the subject of a good faith dispute by the Owner as to the Architect's entitlement to such payment, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services or terminate this Agreement under this Section 9.1, the Architect shall provide the Owner with thirty (30) days advance notice of termination or suspension, as applicable, which notice shall state with specificity the means by which the Owner may cure its nonperformance. The Architect's suspension of services or termination of this Agreement shall not take effect if, within such thirty (30) day period, the Owner substantially takes such curative measures. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due and owing prior to suspension.

§ 9.2 If the Owner suspends the Project for more than sixty (60) days due to no fault of the Architect or its consultants, the Architect shall be compensated for services fully and satisfactorily performed in accordance with this Agreement prior to notice of such suspension.

§ 9.3 If the Owner suspends the Project for more than One Hundred and Twenty (120) cumulative days in any one year due to no fault of the Architect or its consultants, the Architect may terminate this Agreement by giving not less than fourteen (14) days' written notice. If the Owner fails to resume the Project within thirty (30) days after Owner's receipt of such notice of termination, the Architect's termination shall become effective on the day that is the 31st day after Owner's receipt of the notice of termination.

§ 9.4 The Owner may terminate this Agreement upon not less than seven (7) days' written notice should the Architect fail to substantially perform in accordance with the terms of this Agreement through no fault of the Owner.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.1 or Section 9.3, the Owner shall compensate the Architect for services fully performed in accordance with this Agreement prior to termination, Reimbursable Expenses incurred, and reasonable costs directly attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§9.7 Intentionally Omitted

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year after the date of Final Substantial Completion.

§9.9 Intentionally Omitted

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Unless otherwise defined herein, the capitalized terms in this Agreement shall have the same meaning as those in the General Conditions.

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

§ 10.4 If the Owner requests the Architect and/or its consultants to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least fourteen (14) days prior to the requested dates of execution. If the Owner requests the Architect (and/or its consultants, as applicable) to execute consents reasonably required to facilitate assignment to a lender, the Architect (and/or its consultants, as applicable) shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least fourteen (14) days prior to execution. Should the Owner request the Architect to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement, such certifications may be limited to the best of the Architect's knowledge.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect. Should the Owner request the Architect to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement, such certifications may be limited to the best of the Architect's

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

§ 10.7 The Architect may, but only with the prior written approval of the Owner on a case by case basis, include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. This Section 10.7 shall survive the termination of this Agreement.

§ 10.8 Intentionally Omitted

§ 10.8.1 Intentionally Omitted.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 For the purposes of this Agreement, the term "day" shall mean and refer to a calendar day.

§ 10.11 The Architect hereby agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the Owner, its officials, employees, consultants, agents and representatives (each, an "Indemnitee") against and from:

.1 all claims, suits and/or legal actions of any type by third parties, including, without limitation, claims for loss of or damage to property, personal or bodily injury, including death, and from all judgments or decrees recovered therefore and from all expenses for defending such claims, suits or legal actions, including without limitation court costs, arbitration costs, and attorneys' fees, which result or arise from the negligent acts or omissions, breaches, errors, torts or other improper and/or unlawful acts or omissions of the Architect, its consultants, any of their respective employees, agents, contractors or representatives or anyone for whom any of them is responsible.

.2 all loss, cost and expense (including all reasonable attorney's fees) of the Owner for damage or destruction to the Project or other real or personal property of the Owner or the Landlord (if applicable) to the extent caused by or resulting from the negligent acts or omissions, breaches, errors, torts or other improper and/or unlawful acts or omissions of the Architect, its consultant, any of their respective employees, agents, contractors or representatives or anyone for whom any of them is responsible.

.3 any action brought against the Owner that is based upon a claim that the Instruments of Service or the Owner's use thereof infringes any United States patent, any copyright or uses a trade secret of a third party (hereinafter "Infringement"). The Architect further agrees to pay all sums which may be assessed against the Owner which relate to such Infringement, provided that the Architect shall be given (i) written notice of all claims of any such Infringement and of any suits brought or threatened against the Owner; (ii) authority to assume the sole defense thereof through its own counsel and to compromise or settle any action, lawsuit, or claim without derogating, in any way, the Owner's rights granted hereunder; and (iii) all available information and reasonable assistance to do so.

.4 all claims, liabilities, demands, damages, costs, losses and expenses, direct, or indirect (including but not limited to reasonable attorneys' fees, arbitration costs and court costs) to the extent caused by or resulting from any negligent act or omission of the Architect, its consultants, or anyone for whom any of them is responsible, in the performance of the Architect's Services or from the failure of any of them to comply with the provisions of the Laws, the Conditions or the terms and conditions of this Agreement.

§ 10.12 Notwithstanding the foregoing, the Architect's indemnification obligations set forth in Section 10.11 shall not include liability for damage arising out of bodily injury to persons or damage to property to the extent caused by or resulting from the negligence of the indemnitee, such indemnitee's agents or employees. The Architect shall, at no cost to the Owner, properly correct or remedy any defects or problems with the Work caused by any of the foregoing. Each of the indemnity obligations set forth in this Section 10 are intended to supplement each other and all of the other obligations of indemnity set forth in this Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

« »

.2 Percentage Basis
(Insert percentage value

« » (« ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

« »

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « » percent (« » %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« »

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

Schematic Design Phase	« »	percent (« »	%)
Design Development Phase	« »	percent (« »	%)
Construction Documents Phase	« »	percent (« »	%)
Procurement Phase	« »	percent (« »	%)
Construction Phase	« »	percent (« »	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 To the extent that the Architect's compensation for services under this Agreement is to be based on time spent at hourly billing rates, such hourly billing rates for such services of the Architect and the Architect's consultants shall be those rates set forth on Exhibit C hereto (the "Hourly Rates"). The Hourly Rates shall be all inclusive rates which shall include, but are not limited to, base salary, fringe and other benefits, insurance, taxes, miscellaneous personnel expenses, meals, travel, travel time, training, holidays, sickness, medical, lost time,

miscellaneous absences, general and corporate supervision and management expenses, overhead and profit, legal costs and accounting costs and profit. The Hourly Rates shall remain unchanged for the duration of the Project are set forth below.

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

« »

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and are subject to the approval of the Owner prior to the Architect incurring such expenses. Subject to such preapproval, reimbursable expenses may include the expenses listed in this Section 11.8.1 to the extent incurred by the Architect are directly related to the Project, and did not arise in connection with the failure of the Architect to comply with its obligations under this Agreement:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective.

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

§ 11.9 Intentionally Omitted.

« »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 Intentionally Omitted.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « » (\$ « ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, invoices for services shall be submitted on a monthly basis. Payments are due and payable within forty-five (45) days after presentation of the Architect's invoice to the Owner. Amounts unpaid sixty (60) days after the date of submission of the invoice shall bear interest only as required by Connecticut law and, if so required, at the minimum required rate. The Architect shall make payment to its consultants within seven (7) days after the Architect's receipt of payment from the Owner for services provided by such consultants. As

requested by the Owner from time to time, the Architect shall provide evidence satisfactory to the Owner that Architect's consultants are being paid on a timely basis.

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

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner upon request or at any time such records are lawfully requested by any of the Agencies or such other government authority.

§11.10.2.4. The Architect shall make payments to its consultants within seven (7) days after the Architect's receipt of payment from the Owner for services provided by such consultants. As requested by the Owner from time to time, the Architect shall provide evidence satisfactory to the Owner that Architect's consultants are being paid on a timely basis.

§11.10.2.5 Commencing with the second invoice for payment, the Architect shall submit to the Owner properly executed waivers and releases of mechanics lien from the Architect and each of its consultants waiving/releasing all lien rights for all work for which Owner has previously made payment to the Architect.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

« »

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

« »

[« »] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« »

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

« Exhibit A – RFQ/RFP
Exhibit B – Insurance Requirements
Exhibit C – Basic Services
Exhibit D – Hourly Rates »

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

OWNER *(Signature)*

« »« »

(Printed name and title)

ARCHITECT *(Signature)*

« »« »

(Printed name, title, and license number, if required)

