

**area cooperative educational services**  
**REQUEST FOR QUALIFICATIONS/PROPOSALS**  
for  
Architectural Design Services  
for  
Area Cooperative Educational Services (ACES)  
Renovation-as-New to  
88 Bassett Road  
North Haven, Connecticut  
Issue date: January 15, 2020

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## **I. INTRODUCTION**

Area Cooperative Educational Services (ACES), is seeking qualifications and proposals for architectural and consultant design team services for the 88 Bassett Road “Renovate as New” project located in North Haven, Connecticut.

ACES is currently seeking to take possession of the facility. As part of the RFQ/P the Architect shall assist with compiling the required SCG-049 Application documents for submission by May 10, 2020.

ACES staff will make up the building committee for the project. ACES is not obligated to award the contract to the qualified respondent submitting the lowest Fee Proposal and reserves the right to reject any and all proposals and terminate this request.

ACES intends to award a contract for this RFQ/P Architectural Design Services for 88 Bassett Road in North Haven, Ct. in February 2020. As stated above, the Architect shall compile the required SCG-049 documents for State Grant Submission before the deadline application date. If our school construction financing is approved in the winter of 2020, ACES shall issue written authorization for the Design of 88 Bassett Road to be completed and Construction Documents complete by June 2021 or **as determined by ACES**. If the Design work continues without interruption then the Construction Documents and Final Budget shall be complete no later than March 21, 2021.

The method that this Project is to be constructed under has not been determined at this time. As part of this RFQ/P the Architect shall recommend to the Owner the method of construction contracting services. For example either a Construction Manager at Risk with a GMP, Construction Administration Agreement or a Lump Sum Contract.

## **II. PROJECT BACKGROUND**

ACES currently has a five-year License Agreement with an option to renew for an additional five years, for the facility located at 88 Bassett Road, formally Gateway Community College. ACES is currently pursuing obtaining ownership or a long term lease of this building in order to qualify for a State Grant to make the required renovations and upgrades to meet the future needs of ACES’s students in our district and construct a facility that promotes a strong learning environment.

The original building was built in 1968 and it consist of three levels: Basement Level (33,745sf), First Floor (65,675sf) and the Second Floor (61,518 sf). The edifice is constructed with masonry walls and steel reinforced concrete columns, beams, floor and roof. There were minor additions and renovation performed in 1997.

ACES is currently sharing this facility with Gateway Community College (GCC). GCC is currently occupying the lower level and the auto shop areas. The auto shop area is the original gymnasium area that has been renovated into an auto shop by GCC. Gateway Community College is planning to relocate the remainder of its programs from 88 Bassett to a new facility once its budget for a new facility is approved. At this point in time, it is anticipated that this duration could be three to five years.

ACES intends to renovate as new the 88 Bassett Road Building and Site. The site is partially owned by the Town of North Haven and the areas to be refurbished will include the entrances, walkways, parking lots, roadways, construct new fields and a playground and make ADA compliant. Portions of the existing athletic fields may be upgraded (see bid form). Attached to this RFQ/P are: SB-1 Survey Certification, Drawing No. 1 Plot Plan, Map No. 75 Property Map Town of North Haven for reference. The existing building will be totally refurbished as a complete “renovation as new” complying with all applicable codes and taking on a useful life comparable to a new facility.

As part of this RFQ/P the Architect is to establish a budget at each step of the design phase in a format acceptable to ACES. The purpose of this project is to satisfy the requirements of the Education Specifications for this Project. ACES is currently working on this document and a draft copy is expected to be complete by the middle of February 2020. Once this draft is completed, the Architect will review and comment based on the design of the facility.

### **III. PRE-SUBMISSION MEETING AND SITE VISITS**

A pre-submission meeting for interested respondents is scheduled for **23 January 2020 at 3:00 p.m.** This meeting will convene at 88 Bassett Road, North Haven, Connecticut. Prospective respondents must attend this mandatory pre-submission meeting in its entirety. **Submissions in response to this RFQ/RFP will NOT be accepted from respondents that do not attend the pre-submission meeting in its entirety.**

ACES shall allow each interested firm to visit the school site one additional time prior to the submission deadline. This should be arranged by contacting ACES Director of Facilities & Construction, Mr. Tim Gunn at (203) 498- 6839, or [tgunn@aces.org](mailto:tgunn@aces.org).

### **IV. INQUIRIES AND AMENDMENTS**

All questions regarding the submissions shall be directed to Tim Gunn no later than five (5) calendar days prior to the RFQ/RFP due date. Mr. Gunn shall use reasonable efforts to respond to questions within two (2) business days of receipt.

## V. SCOPE OF SERVICES/WORK

a. The scope of services of the selected respondent will be *to provide all design and related administrative services for all aspects of the school project*. It is the intention of ACES to renovate and make these improvements to 88 Bassett Road School so that they meet the educational needs of ACES in the most cost effective manner maximizing eligible reimbursements from the State and meeting all building code requirements. Scope of services shall include, but not necessarily limited to structural, mechanical, HVAC, electrical, plumbing, fire protection, life safety, elevator, communication, security and technology systems, full roof replacement, window and door replacement, replacement of finishes, site improvements, playground, A D A and all other applicable school facility requirements. The scope of services shall be incorporated in a written agreement using a modified American Institute of Architects B101-2007 Form of Agreement between Owner and Architect.

b. Alterations and renovations to the 88 Bassett Road school are to meet State “Renovate as New” requirements and Connecticut Building Standards Guidelines Compliance Manual requirements for High Performance Buildings. The project shall include code updates and modernization of the HVAC, electrical, plumbing, communication, and technology systems, full roof replacement, window and door replacement and replacement of finishes. New furnishings, fixtures and equipment are also required for the newly created and renovated rooms.

c. Respondents shall propose a schedule of its work with target dates for the completion of each phase of the design schedule. Milestone activities should be included for the following activities: State required activities and submissions, State and local approvals and design deliverables phases.

d. The fundamental scope of work for this project shall be as described in this RFQ/RFP. The work to be provided under the contract with ACES shall include, but not be limited to the following:

1. The respondent’s Statement of Qualifications/Proposal shall provide qualifications of the respondent for structural and civil engineering, mechanical, electrical, plumbing, fire protection, survey, geotechnical engineering, traffic engineering, school security, landscape/playscape design, kitchen design, furniture fixture and equipment (“FF&E”), and technology. Note: ACES shall solicit and initiate separate contracts for commissioning and hazardous material inspection report. From this point forward in the RFQ/RFP, the architectural/engineering (including technology) respondents shall be referred to as the "Design Team".
2. The Design Team shall perform a detailed review of the existing facility.

3. During the SCG-049 submission phase the Design Team shall establish a Project overall budget for both the Construction and Soft Cost of the Project. The Design Team shall update this budget at each estimate – design phase as noted below.
4. The Design Team shall attend meetings with ACES administrators throughout the design and construction process to communicate design progress, address any issues or questions, confirm financial issues and schedule compliance, etc.
5. The Design Team shall gather all pertinent information relative to the project with the intent of developing a clear understanding of the needs of ACES including field verification of the existing conditions at the sites.
6. The Design Team shall complete Schematic Design (SD), Design Development documents (DD), Contract Documents (CD), coordinate the construction bid documents with the Construction Manager and ACES Operations and Facilities, review and evaluate such bids and bidders, assist in any negotiations necessary to find an acceptable Contractor or Construction Manager and Consultants, within budget.
7. The Design Team shall perform an estimate by a competent construction estimator experienced in this type of project, with accurate current cost data. The format of these estimates shall be acceptable to ACES and meet the required established by the State (uniform format). The minimum number of estimates to be performed by the Design Team at the following phase shall be: two at the SCG-049 submission phase, one at the Schematic Design (SD), one at the 65% Design Development documents (DD), one at the 100% Design Development documents (DD), one at 50% Contract Documents (CD) and one at 90% Contract Documents (CD). If the estimates are over budget, the Design Team shall make recommendations to ACES that will keep the Project within the established budget. All additional cost estimates and redesign to maintain the budget will be at no additional cost to the Owner. If a Construction firm has been retained both estimates shall be reconciled.
8. The Design Team shall provide specifications and prepare bid documents for any additional FF&E required to ensure that the building is functional for the intended grade levels. The Design Team shall meet with ACES staff to review and recommend FF&E items. Once FF&E items are selected, The Design Team shall not accept any FF&E substitutes by the vendors without prior written approval by ACES.
9. The Design Team shall perform FF&E management. This service shall include but not be limited to: providing FF&E specifications and bid packages, issue bid packages, coordinate delivery dates, confirm deliver of all FF&E items, confirm items are as

specified, verify the location of all items are in their proper location in the building, verify that items are not damaged, conduct a punch list and approve release of payments.

10. The Design Team shall prepare documents for ACES review and approval throughout the design and construction process. The Design Team shall provide to ACES both electronically and a minimum of six (6) hard copies Design Documents at each phase of the documents stage of completion.
11. The Design Team shall design the project to conform to State “Renovate as New” requirements and Connecticut Building Standard Guidelines Compliance Manual requirements for High Performance Buildings.
12. Design Team shall readily assist ACES in preparation of any and all documentation in order for ACES to apply for and receive any and all grant and rebate programs for new mechanical, electrical, plumbing systems, classroom, cafeteria, kitchen and facility space, as well as site modifications and improvement. Design Team shall prepare energy modeling reports based on the building design and proposed systems.
13. The Design Team shall establish an overall Project Design Schedule in sufficient details with key milestones in a format approved by the Owner. The Design Team shall establish an overall construction duration schedule. The construction duration schedule will be used in the phase cost estimates and in the Construction bidding documents.
14. The construction schedules of the project shall be coordinated with ACES school schedules. **It is anticipated that the building will be renovated in phases. The building will remain occupied by students and staff during the design and throughout the construction phase of the Project.**
15. The Design Team documents shall produce design documents that indicate the multiple phases of construction. Details shall include phased work areas, method of construction/school separation, New MEP by phases, Removal of existing MEP in phases, all additional valves and temporary piping and duct routing connections, BMS and Fire Alarm phasing, sprinkler phasing and electrical phasing and possible temporary connections to existing equipment as required for construction phasing.

16. The Design Team shall be responsible for assisting ACES in preparing, submitting and obtaining all required local, state and federal approvals, including but not limited to all required submissions to the Town of North Haven, including the Town of North Haven Building and Zoning Departments, Connecticut Department of Administrative Services, Division of Construction Services, the Office of School Construction Grants and the Connecticut State Department of Education. The Design Team shall attend required meetings with state and local officials as required to review submissions.
17. All designs shall be completed by a professional architect or engineer (depending on the portion of work) licensed in the State of Connecticut.
18. The Design Team shall be responsible for preparing/suppling printed sets of plans and specifications for the design phase, and local and state reviews. The Design Team shall provide assistance to ACES in preparing the request for Construction Management Services (CM@R or CA) request for qualifications and proposals, construction bid package and all pre-bid Connecticut Bureau of School Facilities or other approvals.
19. The Design Team shall be responsible for coordinating the compilation of the project specification manuals with input from ACES Facilities and Construction Department, and shall integrate ACES's forms, standards, general and special conditions into the manuals.
20. The Design Team shall attend any and all pre-bid conferences with all construction bidders, as well as with ACES including weekly progress meetings, monthly Building Committee Meeting and quarterly Board Meetings, Planning & Zoning Commission ("PZC"), Zoning Board of Appeals ("ZBA"), Recreation and Fields commissions, Including but not limited to any Local & State agencies, Council, Boards, Committees, and Wetlands commission as required.
21. After construction bid opening, the Design Team shall assist in reviewing all bids received, as well as bidder qualifications and references of the lowest qualified bidders.
22. The Design Team shall issue a set of "**Conformance Documents**" within 10 days after acceptance of the GMP by ACES incorporating all changes, value engineering, addendums, Pre-Construction RFI's, etc.
23. The Design Team shall respond to and make recommendations to ACES regarding alternates, substitutions or value management items proposed by the selected construction firm.



24. The Design Team shall provide Construction Administration services (CA) and promptly review and approve shop drawings, material samples, RFI's, subcontractor's qualifications, and any other submissions for compliance with the drawings and specifications; shall evaluate any and all change orders and applications for payment, provide concurrence if appropriate, and forward to ACES for approval and signature; shall attend weekly job meetings at the project site and such additional meetings as may be required to resolve any interpretation of the design documents and construction issues, review and comment on the meeting minutes prepared by the Construction Manager at regular construction meetings. The Design Team shall inspect the Work at the Project on a regular basis and report in writing its findings to the Owner. The Design Team shall determine substantial completion, recommend project acceptance, and perform other standard architectural services related to this project. The Design Team shall document As-Built information provided by the contractors on their data files and provide three sets of as-built drawings and specifications as well as electronic drawing files in Auto CAD and PDF for ACES's use.
25. The Design Team shall provide consultation and assistance for evaluation of all change orders and the required filing of State grant reimbursements with the Division of Construction Services, the Office of School Construction Grants and the Connecticut Department of Education, for the change orders and general construction. The Design Team shall also monitor the status of the submission of State Change Orders by the Construction Manager to ensure compliance with State requirements.
26. The Design Team shall commence services within five (5) days of contract execution.

## **VI. EVALUATION CRITERIA**

a. Qualification Criteria: Respondents interested in being considered for this project shall clearly demonstrate that they meet the minimum qualification criteria of:

- Licensed to perform architecture services in Connecticut.
- Designed a minimum of three public school projects located in Connecticut that included grant funding from the State Department of Education within the past 10 years and received building permits for those projects. The projects shall include the following:
  - At least one Renovate As New school project
  - At least one high school project
  - At least one with total project budget of not less than \$85 million

b. Additional evaluation criteria beyond the minimum qualifications that will be used in the proposal review phase include:

- Recent experience with work of similar size and scope
- Organizational and team structure
- Past performance data including, but not limited to:
  - adherence to project schedules
  - adherence to project budgets
  - number and cost of change orders
- Approach to the work to include project schedules
- Contract oversight capabilities
- Experience in planning/designing sustainable facilities including specific requirements of the Connecticut Building Standard Guideline Compliance Manual for High Performance Buildings
- Experience in planning/designing renovation project for occupied schools
- Fee proposal: Note that proposed fee will not be considered until the proposal review phase of the solicitation, which will follow initial respondent qualification per the schedule and process described in Section VII below.

## VII. SELECTION PROCESS/SCHEDULE

ACES shall appoint the Selection Committee for determining the selected respondent to this RFQ/RFP.

This work will be funded by ACES, subject to approval for reimbursement from the State. Therefore, the selection process for the project shall be made in accordance with Section 10-287(b) (2) of the Connecticut General Statutes. ACES shall select a firm using the process as outlined below. Interested respondents shall attend a pre-submission site visit to tour the schools and, by the due date of this RFQ/RFP, submit a Statement of Qualifications/Proposal to best communicate the respondent's ability to meet or exceed the qualification requirements of this RFQ/RFP.

Also by the due date of this RFQ/RFP, and in addition to the respondent's Statement of Qualifications/Proposal, each respondent shall submit a Fee Proposal in a **separate sealed envelope** for the defined Scope of Services. *A separate fee breakdown is required. The Fee Proposal shall NOT be included with the respondent's Statement of Qualifications/Proposal, but submitted in a separate envelope.*

**Qualification Phase:** Respondents' qualifications will be screened by the Selection Committee against the minimum criteria listed in Section VI(a), Evaluation Criteria, of this RFQ/RFP. Respondents whose submissions do not meet the minimum qualifications shall be notified and their sealed Fee Proposal shall be returned unopened.

**Proposal Review Phase:** All those respondents determined to meet or exceed the requirements will be considered by the Selection Committee in the proposal review phase. The Selection Committee shall evaluate the submissions using the criteria in this RFQ/RFP with

due consideration, but not exclusive consideration, of the respondent's pricing/Fee Proposal. The Selection Committee is in no way required to select the respondent with the lowest Fee Proposal. The Selection Committee shall develop a short list of not more than four (4) respondents determined to best meet or exceed the requirements for interview. Respondents whose submissions are not selected for interview shall be notified.

**Interview Phase:** The Selection Committee will conduct interviews of the respondents on the short list (not to exceed four (4) firms) during special ACES meetings not to exceed forty- five (45) minutes each. The interview will provide the respondent with the opportunity to supplement its proposal, demonstrate why it would be the best choice for the project(s) and permit the Selection Committee to inquire further. After the interview, the Selection Committee will make a final selection from that pool of respondents and make arrangements to award a separate contract. ACES reserves the right to make no awards.

**Schedule:** The following schedule is anticipated for the selection of the Design Team

<b>Event</b>	<b>Date/Time</b>	<b>Comments</b>
Advertise RFQ/RFP	On or about: 15, January 2020	
Mandatory Pre-Submission Meeting	Thursday, 23 January 2020 at 3:00 PM	88 Bassett Road School
RFQ/RFP Response Due	Thursday 30 January 2020 at 2:00 PM	Office of the Exec Director Attn: T. Gunn 350 State Street North Haven, Ct.
Qualification Phase	On or about: 3 February 2020	
Proposal Review Phase	On or about: 4 February 2020	Select 4 or fewer firms
Interview Phase	On or about: 11 February 2020	
Final Selection	On or about: 12 February 2020	
Contract Award	On or about: 13 February 2020	

## **VIII: DIRECTIONS FOR SUBMITTALS**

### **a. Copies/Maximum Length:**

1. Submission Packages shall include: ten (10) printed or hard copies of its Statement of Qualifications/Proposal and one (1) electronic copy in PDF

format of the identical document on **flash drive**. Only one copy of the Fee Proposal in a separate sealed envelope is required.

2. Hard copy of the Statement of Qualifications/Proposal shall not exceed one hundred (100) pages (Fee Proposal does not count toward this limit).

**b. Deadline and submission address:**

1. Respondents responding to this RFQ/RFP must submit their Submission Package no later than **30, January 2020 at 2:00 p.m.** to:

HAND DELIVERY, U.S. MAIL OR OTHER DELIVERY SERVICE

Area Cooperative Educational Services (ACES)  
350 State Street North Haven, Connecticut 06473-3018  
Attention: Timothy Gunn, Director of Facilities & Construction

**c. Submission Packages:** Submission packages are to be sealed and clearly marked: ***RFQ/RFP for Architectural Services for 88 Bassett Road Project***. Packages or partial packages received beyond the listed time will not be opened and will not be considered and will be returned to the respondent unopened.

**d. Content of Submission:** All respondents are required to submit the information detailed below. Responses shall be organized and presented in the order listed below to assist ACES in reviewing and rating the proposals. ACES reserves the right to reject responses, which do not follow the format given, or the size limitation for the hard and electronic copies, or which may be deemed non-responsive.

1. **Table of Contents** - Table of contents to include clear identification of the material provided by section and number.

2. **Letter of Transmittal**- A letter of transmittal indicating the respondent's interest in providing the service and any other information that would assist ACES in making a selection must be submitted. This letter must be signed by a person legally authorized to bind the respondent to a contract and must also affirm that the respondent or their representative has made themselves knowledgeable of those matters and conditions in ACES which would influence its submission. Finally, the letter must identify a contact person for the submission, including telephone and fax numbers, and email address.

3. **Executive Summary** - Briefly describe the respondent, the approach to the project(s), staffing available and envisioned for the project, and respondent's capability to execute to the schedule while providing the services required.

4. **Description of Firm and Consultants** - Describe the respondent's organization, and include a copy of the firm's State of Connecticut architectural license. Specify the personnel (including qualifications and years of experience in their current position,

municipalities served and their roles providing these services) and equipment to be assigned to the project.

**5. Qualifications/Past Performance** - Respondents shall identify and describe specific project/jobs previously or currently being executed that demonstrates the respondent's ability to satisfy the Evaluation Criteria. Identify which qualification criteria apply to respective project/jobs. The respondent September highlight significant accomplishments and awards as well as alliances or partnerships with other contractors, professionals, and owners.

Provide the following:

- Name of the client
- Description of the project
- Approximate gross cost of contract
- Dates services encompass
- Services being provided
- Key personnel in respondent's design group assigned to subject project
- Primary consultants in project design team
- Information pertaining to adherence to project schedule and cost to include change orders (number and percentage of total project cost)
- Name, address, and telephone number of the responsible official of the client organization

By submitting the submission, the respondent grants ACES, or any of its agents, the right to contact the organizations identified in its Statement of Qualifications/Proposal regarding the services performed by the respondent.

**6. Approach to the Project** - Describe the respondent's approach to the proposed project commencing with award of contract and concluding with punch-list and final documentation completion including close-out with the State. Detail any specific data your firm would require from ACES to perform the work. Describe the anticipated role that ACES will play in this project.

**7. Work Schedule-** Provide a proposed schedule indicating major milestones for work accomplishment. Specific project work plan and completion dates to be determined with ACES upon contract execution with the selected respondent.

**8. Litigation** – Identify ongoing or recent (within the past five years) legal action or litigation (related to business operation or school design or construction project) involving the respondent.

**9. Fee Proposal.** A Fee Proposal is required by the due date of the response to this RFQ/RFP. A breakdown of fees for the major portions/phases of each project shall be provided. Exhibits D, E & F shall be completed and submitted. The Selection Committee will only review the submitted Fee Proposals for not more than four (4) respondents deemed

to have met the minimum qualifications during the Qualification phase. The Fee Proposal shall be delivered with the Statement of Qualifications/Proposal in a separate sealed envelope clearly marked with the respondent's name and marked *Architectural Services for 88 Bassett Road Project - Fee Proposal*. Fee Proposals shall be signed by a person legally authorized to bind the firm to a contract.

## **IX. GENERAL PROVISIONS**

A. **GENERAL:** This RFQ/RFP does not commit ACES to award a contract to any respondent or to pay any costs incurred in the preparation of a response for this request. ACES reserves the right, in its sole discretion, to accept or reject any or all responses received as a result of this request, waive any informalities or technical defects in any proposal, to negotiate with the selected respondent as to scope of service and/or fees, to extend the contract for an additional period, or to cancel this RFQ/RFP in part or in its entirety for any reason or no reason at all.

B. **SUBMISSIONS:** Respondents are advised that any and all materials submitted in response to this RFQ/RFP shall become the property of ACES and shall be subject to FreSCGm of Information requests after evaluation and award decisions have been made.

C. **EQUAL OPPORTUNITY/AFFIRMATIVE ACTION:** A successful respondent shall comply in all aspects with the Equal Employment Opportunity Act. A respondent with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the respondent does not discriminate on the basis of race, color, religion, sex, national origin or age, and which specifies goals and target dates to assure the implementation of equal employment. A respondent with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin or age. Findings of noncompliance with applicable state and federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of any contract awarded through this RFQ/RFP process.

D. **ACTS OF COLLUSION:** Non-collusion Representation: In submitting a proposal, the respondent shall declare that its proposal is made without any connection with any persons making another proposal for the same contract; that the proposal is in all respects fair and without collusion, fraud or mental reservation; that no official of ACES, or any person in the employ of ACES is directly or indirectly interested in said proposal or in the supplies or work to which it relates, or in any portion of the profits thereof.

E. **TAXES:** All deliveries of commodities or services hereunder shall comply in every respect with all applicable federal and state laws. Purchases made by ACES are exempt from payment of Federal Excise Taxes and Connecticut Sales Tax, and such taxes must not be included in Fee Proposal prices. Federal Excise Tax exemption certificates, if requested, will be furnished.

**F. INDEMNIFICATION:** see ACES Modified AIA B101-2007 Agreement between Owner and Architect.

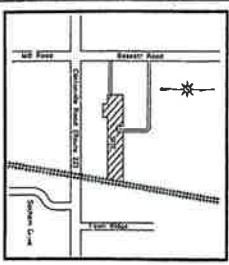
**G. CONFLICT OF INTEREST DISCLOSURE REQUIRED:** No purchase shall be made from nor shall services (other than services as an officer, agent, or employee of ACES) be secured from any officer or employee of ACES, or from any partnership or corporation in which such officer or employee is a partner, or officer, or holds a substantial interest, unless such relationship and the fact that such purchase is contemplated shall be known in writing to the agency making such purchase, and notice thereof posted for at least five (5) days before such purchase be made in the office of the agency making such purchase and in the public place.

**H. INSURANCE:** see ACES Modified AIA B101-2007 Agreement between Owner and Architect and Exhibit A.

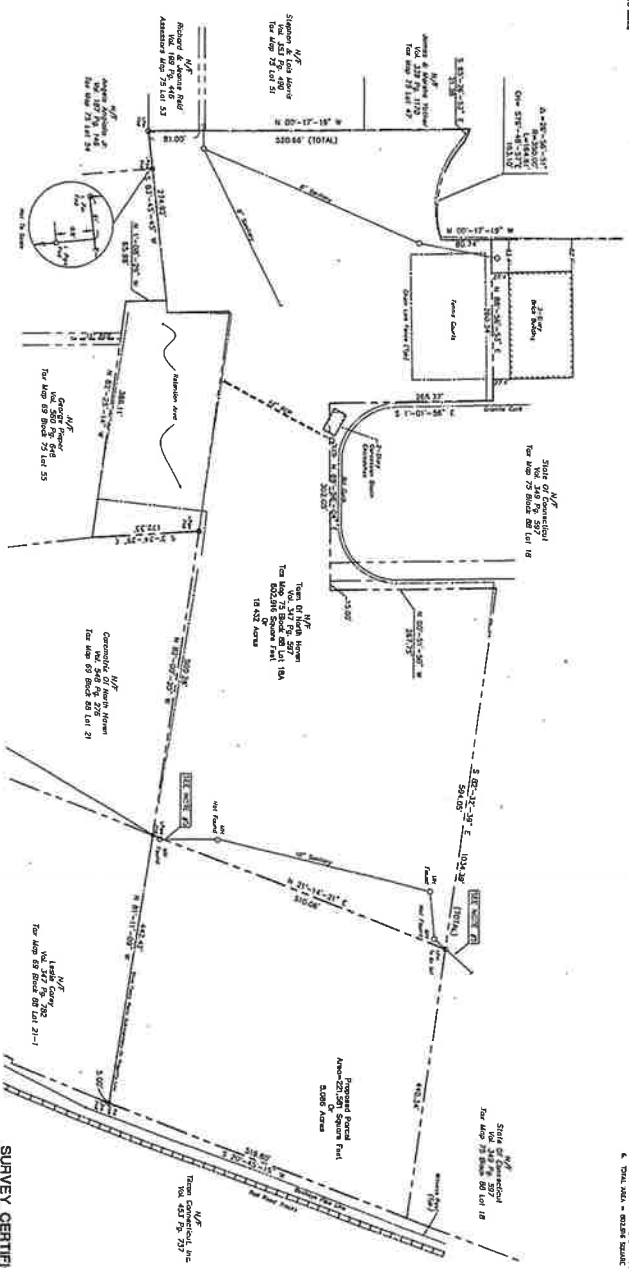
Prior to the execution of any contract, ACES requires that any awarded contractor providing materials, equipment or services to ACES, must provide to ACES a certificate of insurance (in an approved format) naming “ACES” as additional insured: additional insured, for the amounts listed below. Any subcontractor to a contracted firm shall be likewise covered and shall furnish certificates of coverage acceptable to ACES before starting work.

<u>Minimum Coverage</u>	Each Occurrence	\$1,000,000
General Liability:	General Aggregate	\$2,000,000
	Product/Completed Operations Aggregate	\$2,000,000
Auto Liability:	Combined Single Limit	\$1,000,000
	Each Accident	\$1,000,000
Professional Liability:	Each Claim or Occurrence	\$3,000,000
	Aggregate	\$3,000,000
Umbrella (Excess Liability)	Each Occurrence	\$5,000,000
	Aggregate	\$5,000,000
Workman’s Compensation	As required by CT Statute	

**I. TERMINATION:** see ACES Modified AIA B101-2007 Agreement between Owner and Architect.



LOCATION MAP  
SITE TO BE SURVEYED



**MAP REFERENCES**

1. THE SURVEYED LAND IS SHOWN IN MAPS AND RECORDS OF THE TOWN OF NORTH HAVEN, CONNECTICUT, IN THE OFFICIAL RECORDS OF THE TOWN CLERK, NORTH HAVEN, CONNECTICUT.

**GENERAL NOTES**

1. THE SURVEYED LAND IS SHOWN IN MAPS AND RECORDS OF THE TOWN OF NORTH HAVEN, CONNECTICUT, IN THE OFFICIAL RECORDS OF THE TOWN CLERK, NORTH HAVEN, CONNECTICUT.
2. THE SURVEYED LAND IS SHOWN IN MAPS AND RECORDS OF THE TOWN OF NORTH HAVEN, CONNECTICUT, IN THE OFFICIAL RECORDS OF THE TOWN CLERK, NORTH HAVEN, CONNECTICUT.
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4. THE SURVEYED LAND IS SHOWN IN MAPS AND RECORDS OF THE TOWN OF NORTH HAVEN, CONNECTICUT, IN THE OFFICIAL RECORDS OF THE TOWN CLERK, NORTH HAVEN, CONNECTICUT.

J716C

Surveyed and Plat  
 APRIL 2, 2003  
*Thomas G. Bell*  
 TOWN CLERK



**SURVEY CERTIFICATION**

I, the undersigned, Thomas G. Bell, a Licensed Professional Surveyor in the State of Connecticut, do hereby certify that the foregoing is a true and correct copy of the original field notes and computations, and that the same were taken and reduced to this plat in accordance with the laws and regulations of the State of Connecticut, and that the same are true and correct copies of the original field notes and computations, and that the same were taken and reduced to this plat in accordance with the laws and regulations of the State of Connecticut, and that the same are true and correct copies of the original field notes and computations, and that the same were taken and reduced to this plat in accordance with the laws and regulations of the State of Connecticut.

DATE	BY	REVISION
04/02/03	TGB	Original
04/02/03	TGB	As Shown
04/02/03	TGB	Final

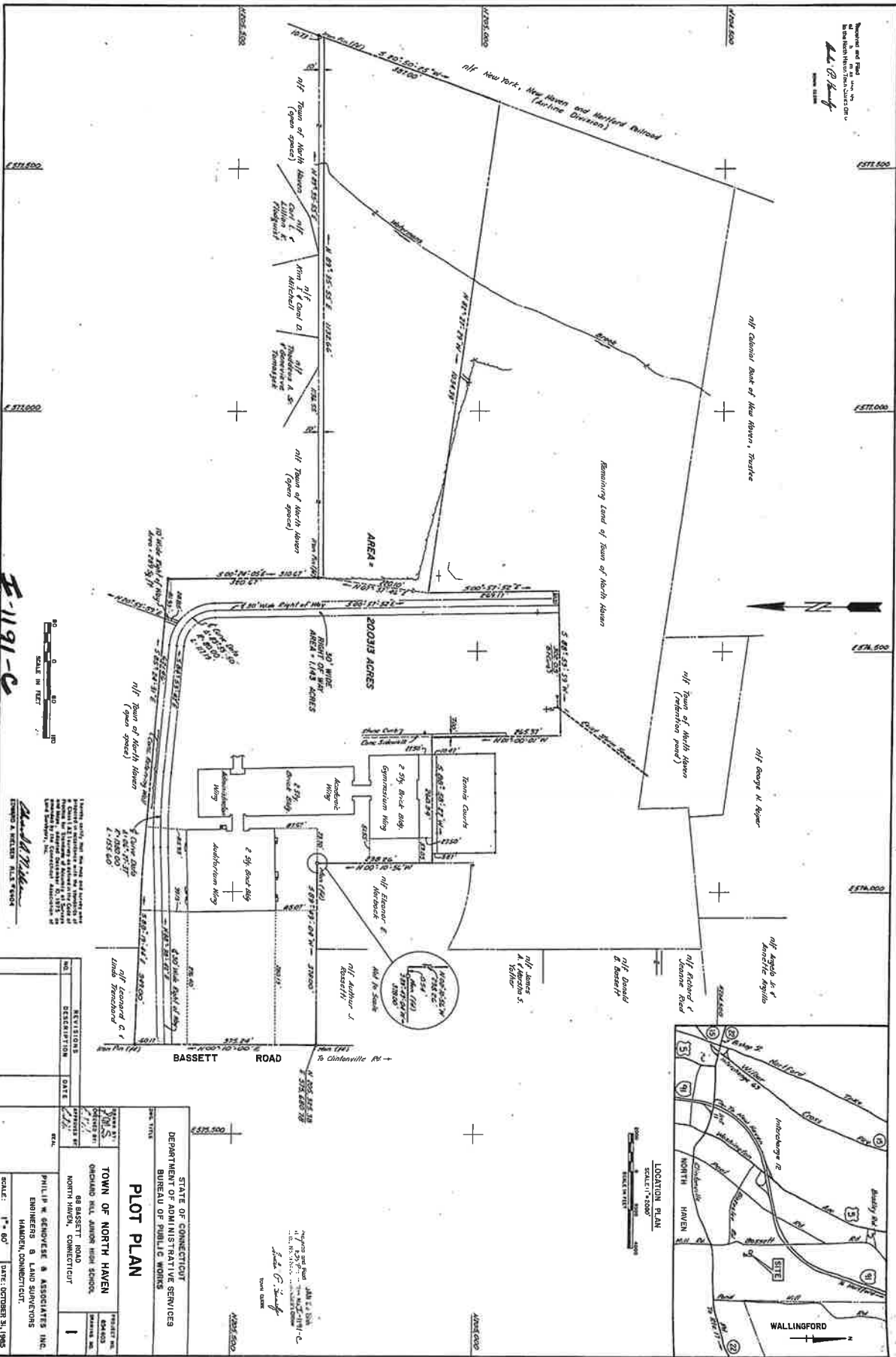
LAND OF  
 TOWN OF NORTH HAVEN  
 88 BABBETT ROAD  
 NORTH HAVEN, NEW HAVEN COUNTY, CONNECTICUT



FILE

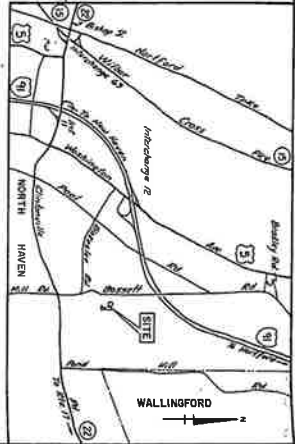


Prepared and Drawn by  
**L. P. King**  
 L. P. King & Associates, Inc.  
 1000 Main Street  
 Wallingford, Connecticut 06495  
 Phone: (203) 261-1111



SCALE IN FEET  
 0 30 60 90  
 1" = 30'

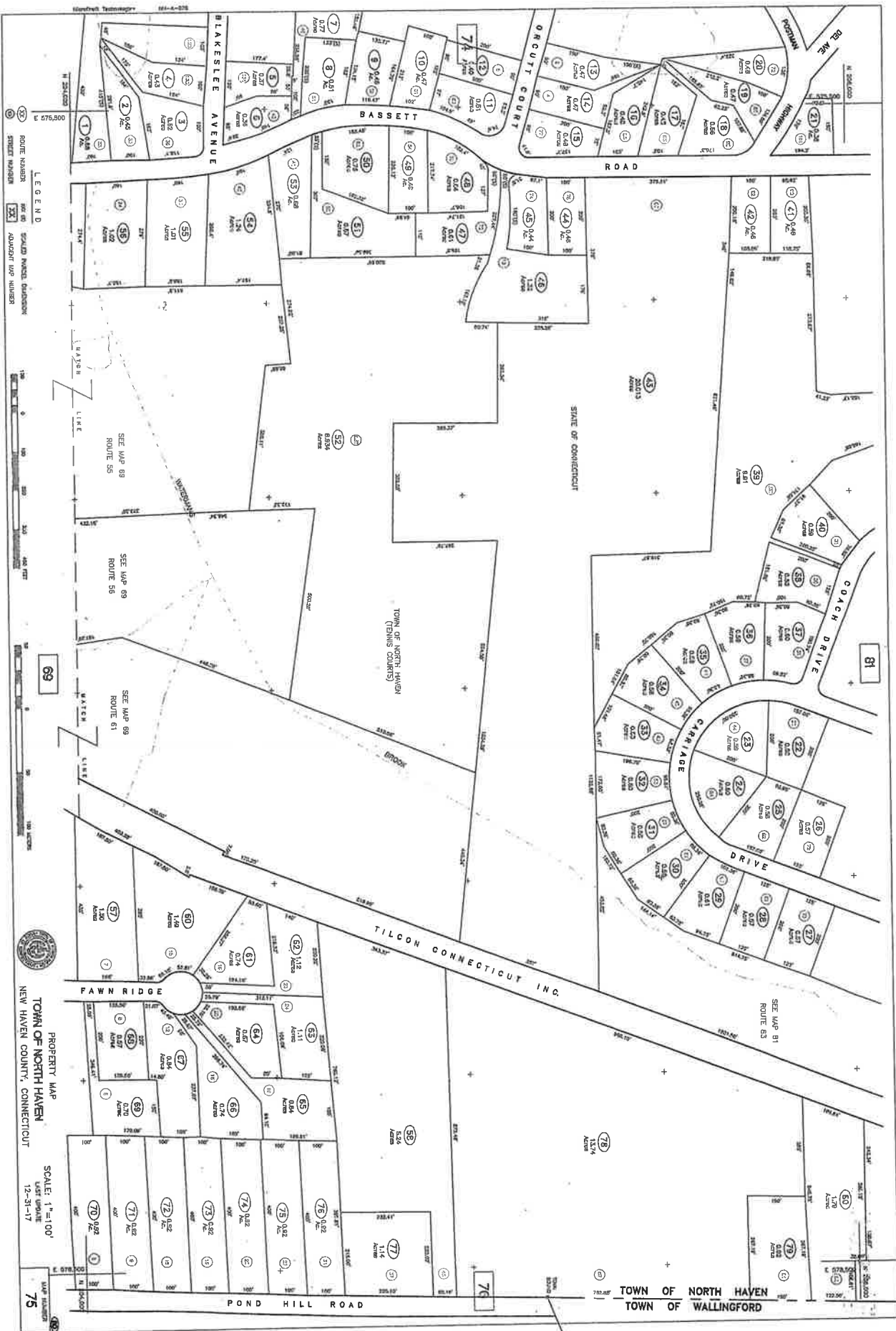
**L. P. King**  
 L. P. King & Associates, Inc.  
 1000 Main Street  
 Wallingford, Connecticut 06495  
 Phone: (203) 261-1111



NO.	REVISIONS	DATE
1	PREPARED BY	10/21/82
2	DESIGNED BY	10/21/82
3	CHECKED BY	10/21/82
4	APPROVED BY	10/21/82

STATE OF CONNECTICUT DEPARTMENT OF ADMINISTRATIVE SERVICES BUREAU OF PUBLIC WORKS	PROJECT NO. <b>PH-82-1191-C</b>
TOWN OF NORTH HAVEN 89 BASSETT ROAD NORTH HAVEN, CONNECTICUT	DRAWN BY <b>L. P. King</b>
PHILIP W. SENDOYE & ASSOCIATES INC. ENGINEERS & LAND SURVEYORS HARTFORD, CONNECTICUT	DATE: <b>OCTOBER 21, 1982</b>



LEGEND  
 ROUTE NUMBER  
 STREET NUMBER  
 SQUARED PAVEMENT SUBDIVISION  
 ADVANCED MAP NUMBER

SEE MAP 69  
 ROUTE 55  
 SEE MAP 69  
 ROUTE 61  
 SEE MAP 69  
 ROUTE 63

PROPERTY MAP  
 TOWN OF NORTH HAVEN  
 NEW HAVEN COUNTY, CONNECTICUT

SCALE: 1" = 100'  
 LAST UPDATE  
 12-31-17

393

# DRAFT AIA® Document B101™ - 2007

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «  
» day of «  
» in the year «2020»  
(In words, indicate day, month and year.)

Draft  
1/09/20  
Subject to Revision

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

«Area Cooperative Educational Services (ACES)»  
«350 State Street  
«North Haven, CT 06473»  
«(203) 498-6839 »

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

«[TBD]  
»

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

« ACES Renovation of building and premises located at»  
« 88 Bassett Road, North Haven CT.»  
« »

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.

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- 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

**EXHIBIT A INITIAL INFORMATION**

**ARTICLE 1 INITIAL INFORMATION**

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1.:  
*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

«See: Exhibit "A" Owner's RFQ/RFP.»

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

- .1 Commencement of construction date:

« [TBD] »

- .2 Substantial Completion date:

« [TBD] »

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

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

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

**§ 2.2** The Architect'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 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.

**§ 2.3** The Architect shall be responsible for the performance of the Architect's Services as an independent contractor and in a good and workmanlike manner (i) consistent with the terms and conditions of this Agreement; (ii) consistent with the instructions, guidance and directions provided by the Owner to the Architect; (iii) consistent with the highest prevailing applicable professional or industry standards; (iv) consistent with sound architectural practices; and (v) 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").

**§ 2.3.1** The Architect shall exercise the Architect's Standard of Care in performing all aspects of the Architect's Services. All references in this Agreement or in the Contract Documents to the knowledge, inference, reliance, awareness, determination, belief, observation, recognition or discovery of the Architect or reference to any similar term shall include the constructive knowledge, inference, reliance, awareness, determination, belief, observation, recognition attributed to the Architect ("constructive knowledge"). Such constructive knowledge shall include the knowledge, inference, reliance, awareness, determination, belief, observation and recognition the Architect would have obtained upon the exercise of the Architect's Standard of Care.

**§ 2.4** The Architect shall be responsible for the performance of the Architect's Services in compliance with all applicable laws, rules, regulations, ordinances, codes, orders and permits of all federal, state and local government bodies, agencies, authorities and courts having jurisdiction over the Project and with the Conditions as defined in Subsection 2.3.1.

**§ 2.4.1** The "Conditions" are all statutory and regulatory requirements and all guidelines and standards imposed on the Project by the Agencies, as defined in Sections 2.4.2 and 2.4.3.

**§ 2.4.2** The "Agencies" are the Departments of Education and Administrative Services of the State of Connecticut (the "Department") 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.

**§ 2.4.3** The term "Agencies" shall also include any individual or entity not described in Section 2.4.2 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.

**§ 2.4.4** 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.

**§ 2.5** 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.

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

**§ 2.7** 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.

§ 2.8 The Architect shall maintain the following insurance for the duration of this Agreement and in compliance with Exhibit "A":  
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 Commercial General Liability

«As indicated in Exhibit "A" »

.2 Automobile Liability

«As indicated in Exhibit "A" »

.3 Workers' Compensation

«As indicated in Exhibit "A" »

.4 Professional Liability

«\$3,000,000 per occurrence/\$3,000,000 aggregate, maximum deductible \$100,000, extended reporting period seven (7) years following termination of Agreement. »

§ 2.5.9 Any and all consultants (subcontractors) of the Architect shall carry the same types of coverage and limits of insurance unless otherwise agreed to in writing by the Owner.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services consistent with Exhibit A. 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 or adjust the schedule without the Owner's express written consent, which consent the Owner shall not unreasonably withhold, provided that deviations or adjustments shall be made to the schedule 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 If applicable, the Architect shall not be responsible for an Owner's directive or substitution made without notice to the Architect or to which the Architect has timely objected in writing, which objection shall include an explanation of such objection.

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

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

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

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

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

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

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall review the Schematic Design Documents for consistency with the Owner's Project program, schedule and budget.

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

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

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

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

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

§ 3.2.5.6 Review and comment on the preliminary investigation on adequate Project site parking, wetland issues or zoning requirements.

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

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

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

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

§ 3.2.9 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. The Architect shall revise the Schematic Design Documents as reasonably requested by the Owner, shall update the estimate of the Cost of the Work based on such revisions and shall submit such revised Schematic Design Documents and such updated estimate for the Owner's approval.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

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

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

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

### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

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

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

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

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

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

### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

#### § 3.5.1 GENERAL

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

#### § 3.5.2 COMPETITIVE BIDDING

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

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



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

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

### **§ 3.5.3 NEGOTIATED PROPOSALS**

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

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

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

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

### **§ 3.6 CONSTRUCTION PHASE SERVICES**

#### **§ 3.6.1 GENERAL**

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

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

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

#### **§ 3.6.2 EVALUATIONS OF THE WORK**

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

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

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

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

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

### **§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR**

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

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

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

### **§ 3.6.4 SUBMITTALS**

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

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

techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

### **§ 3.6.5 CHANGES IN THE WORK**

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

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

### **§ 3.6.6 PROJECT COMPLETION**

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

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

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

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

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

## **ARTICLE 4 ADDITIONAL SERVICES**

**§ 4.1** Additional Services listed below are not included in Basic Services ("BS") except for those marked by a "BS" but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically

designated in the table below as the Architect's responsibility and the Owner shall compensate the Architect as provided in Section 11.2.

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

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	BS	
§ 4.1.2 Multiple preliminary designs	BS	
§ 4.1.3 Measured drawings	BS	
§ 4.1.4 Existing facilities surveys	BS	
§ 4.1.5 Site Evaluation and Planning	BS	
§ 4.1.6 Building Information Modeling (	BS	
§ 4.1.7 Civil engineering	BS	
§ 4.1.8 Landscape design	BS	
§ 4.1.9 Architectural Interior Design	BS	
§ 4.1.10 Value Analysis	BS	
§ 4.1.11 Cost Estimating	BS	
§ 4.1.12 On-site Project Representation (B207™-2008)	BS	
§ 4.1.13 Conformed Construction Documents	BS	
§ 4.1.14 As-Designed Record drawings	BS	
§ 4.1.15 As-Constructed Record drawings	BS	<b>Must verify this is being performed by the Contractor and the information is accurate.</b>
§ 4.1.16 Post occupancy evaluation	BS	
§ 4.1.17 Facility Support Services (B210™-2007)	NP	
§ 4.1.18 Tenant-related services	NP	
§ 4.1.19 Coordination of Owner's consultants	BS	
§ 4.1.20 Telecommunications/data design	BS	
§ 4.1.21 Security Evaluation and Planning	BS	
§ 4.1.22 Commissioning (B211™-2007)	NP	
§ 4.1.23 Extensive environmentally responsible design	NP	
§ 4.1.24 LEED® Certification (B214™-2012)	NP	
§ 4.1.25 Fast-track design services	NP	<b>Not Fast-track - however Project Schedule is Aggressive.</b>
§ 4.1.26 Historic Preservation (B205™-2007)	NP	
§ 4.1.27 Furniture, Furnishings, and Equipment Design	BS	

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

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

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

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

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

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

- .1 «Three» («3») reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 «One Eighty Fifty» («185») visits to the site by the Architect over the duration of the Project 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

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

## ARTICLE 5 OWNER'S RESPONSIBILITIES

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

expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

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

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

**§ 5.4** Deleted. Deleted.

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

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

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

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

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

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

**§ 5.11** Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement 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 of the Contract for Construction.

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

**§ 5.13** 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 and completeness of such documents and shall in no way create any liability on the part of the Owner

for errors, inconsistencies or omissions in any approved documents, nor shall any such review and approval 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 does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

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

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

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

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

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

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

**§ 6.7** If the Owner chooses to proceed under Sections 6.6.2 or 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** 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 subcontractors and consultants, pursuant to this Agreement (collectively, the "Instruments of Service") are 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 subcontractors and consultants. The Instruments of Service cannot be used by the

Architect or the Architect's subcontractors or 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 such rights that it owns.

**§ 7.2** 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.

**§ 7.3** Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as a publication in derogation of either party's rights.

**§ 7.4** The Architect will defend, at its own expense, 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.

**§ 7.5** If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 GENERAL**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period set forth in Section 52-584a CGS, as amended.

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

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

### **§ 8.2 MEDIATION**

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

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



proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

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

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in the Superior Court, Judicial District of New Haven at New Haven, Connecticut.

Other (Specify)

« »

### **§ 8.3 ARBITRATION N/A**

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

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

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

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

### **§ 8.3.4 CONSOLIDATION OR JOINDER**

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

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

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

## **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** The Architect may, upon thirty (30) days notice to the Owner, terminate or suspend this Agreement upon the Owner's failure to perform in accordance with this Agreement, including the failure, without cause, to make a payment to the Architect required under this Agreement. The notice of termination or suspension must state with specificity the means by which the Owner may cure its nonperformance and the Architect may not terminate or suspend this Agreement if, within thirty (30) days of such notice, the Owner substantially takes such curative measures.

**§ 9.2** If the Owner suspends the Project for ninety (90) consecutive days for reasons unrelated to a fault of the Architect, the Architect shall be compensated for services fully and satisfactorily performed by the Architect prior to notice of such suspension and, upon such suspension by the Owner or upon the Owner's suspension of the Project for more than 120 cumulative days, the Architect may terminate this Agreement by giving not less than thirty (30) days' written notice to the Owner and upon the Owner's failure to resume the Project within such thirty (30) day period.

**§ 9.3** The Owner may terminate this Agreement for cause as provided in this Agreement or upon the Architect's material failure to perform in accordance with the terms of this Agreement. Such termination by the Owner for cause shall be upon not less than seven days' written notice.

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

**§ 9.5** In the event of termination pursuant to Section 9.4, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

## **ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located.

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

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

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

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

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

**§ 10.7** Subject to the Owner's prior written approval, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials.

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

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

§ 10.9 To the fullest extent permitted by law, the Architect hereby agrees to defend, indemnify, and hold harmless the Owner, its officers, directors and its employees (the Owner, officers, directors and its employees hereinafter collectively called the "Indemnitees") from all claims, suits, losses, liabilities, injuries, damages and expenses, including without limitation, claims for loss of or damage to property, personal or bodily injury, including death, and reasonable attorneys' fees, that the Indemnitees may incur by reason of any injury or damage sustained to any person or property (including, but not limited to, anyone or more of the Indemnitees) to the extent arising out of the negligent acts, errors or omissions in the performance, or lack of performance, by the Architect of its duties and obligations under or pursuant to this Agreement. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation to indemnify which would otherwise exist to any party or person described in this Section 10.9.

§ 10.10 The Architect shall comply with all local, state and federal laws, rules and regulations applicable to the Architect, including without limitation those relating to equal opportunity, labor, wages, employment and requirements of state loans, grants, funding or approvals.

**ARTICLE 11 COMPENSATION**

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

*(Insert amount of, or basis for, compensation.)*

« [TBD] »

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

« [TBD] »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

« [TBD] »

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus «TBD » percent ( « »)

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

Schematic Design Phase		Percent		%
Design Development Phase		Percent		%
Construction Documents Phase		Percent		%
Estimating Services		Percent		%
Bidding & Negotiation Phase		Percent		%

Construction Phase		Percent		%
Close-Out Phase		Percent		%
FF&E Design & Management		Percent		%
Total Basic Compensation	One hundred	Percent		%

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

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.

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

«[Per Exhibit F hereto attached]»

Employee or Category	Rate
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**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

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

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

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

« »

**§ 11.10 PAYMENTS TO THE ARCHITECT**

§ 11.10.1 An initial payment of «zero » (\$ «0.00 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice and approved by the ACES Building Committee at its Committee Meetings. Amounts unpaid «ninety» ( «90 » ) days after the invoice has been approved by ACES shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

Prime rate.

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

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

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

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

« »

**ARTICLE 13 SCOPE OF THE AGREEMENT**

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

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

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect, as amended.
- .2 Other documents:  
*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

Attachment "A" Owner's RFQ/RFP

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

**OWNER**

**ARCHITECT**

*(Signature)*

«Thomas M. Danehy, Ed.D., Executive Director »

*(Printed name and title)*

*(Signature)*

« »« »

*(Printed name and title)*

# Exhibit A

## Professional Services Insurance Requirements

All Architect/Engineers are required to provide proof of the required insurance coverage before entering the premises or commencing any work at any ACES facility. Architect/Engineer must obtain, at their own expense, all the insurance required here from an insurance company A.M. Best rated as "A-VII" or better, and acceptable evidence of such insurance must be properly furnished to, and approved by, ACES.

ACES also requires that they be named as an additional insured on the commercial general liability policy(ies). The commercial general liability policy must be specifically endorsed with ISO Endorsement CG 20 10 (or equivalent) *or* ISO Endorsement CG 20 26 (or equivalent), *and* ISO Endorsement CG 20 37 (or equivalent)." These form numbers must be specifically referenced on the certificate of insurance, and copies of these endorsements naming ACES as additional insured must be furnished with the required certificate of insurance prior to commencement of the work. If the insurance company uses a different form to provide ACES with an additional insured status on your policies, copies must be provided in advance with the insurance certificate for review and approval by ACES.

The amounts of insurance available to ACES as additional insured must be equal to the full policy limits carried by the Architect/Engineer, including primary and excess (umbrella) liability policies or the amounts specified below, whichever is greater. Coverage provided under excess or umbrella policies must be at least as broad as that found in required underlying policies. All coverage must be primary and noncontributory as to ACES.

The proper name for the entity to be named as additional insured is: **"Area Cooperative Educational Services, and/or related or affiliated entities."**

Evidence of compliance with these requirements is with the ACCORD form 25, "Certificate of Liability Insurance", plus copies of any required additional insured endorsements. Certificates should be sent to:

Tim Gunn, Director of Facilities,  
Area Cooperative Educational Services,  
350 State Street,  
North Haven, CT 06473-3108

Current insurance certificates must be furnished to ACES at all times. Replacement certificates must be furnished ten (10) days *prior to the expiration or replacement of* referenced policies.

ACES reserves the right to make commercially reasonable changes in these requirements during the term of any work or project.

<b>Types and Minimum Coverage Amounts</b>	
<b>Commercial General Liability (“CGL”)</b>	<p>\$1,000,000 per occurrence/bodily injury &amp; property damage            \$2,000,000 aggregate limit            \$1,000,000 Personal and Advertising Injury            \$2,000,000 Products-Completed operations aggregate</p> <p>The CGL policy must include coverage for:</p> <ul style="list-style-type: none"> <li>• liability from premises and operations.</li> <li>• liability from products or completed operations.</li> <li>• liability from actions of independent contractors.</li> <li>• liability assumed by contract.</li> </ul>
<b>Conditions</b>	<p>All coverage provided to ACES under this section must be primary and non-contributory with any other insurance available to ACES. ACES must be specifically named as “additional insured” on the CGL policy with ISO form CG 20 10 or CG 20 26 or equivalent acceptable to ACES. ACES must <i>also</i> be named as “additional insured” for Products/Completed Operations on the CGL policy with form CG 20 37 or equivalent acceptable to ACES.</p> <ul style="list-style-type: none"> <li>• CGL must be primary and non-contributory to any insurance or self-insured retentions carried by ACES.</li> <li>• Any Aggregate limit must apply per job or project.</li> <li>• Products/completed operations must be carried for 2 years after completion of job/acceptance by ACES.</li> </ul>
<b>Professional Liability</b>	<p>Each Claim \$3,000,000            Aggregate Limit \$3,000,000            Professional liability maximum deductible \$100,000, extended reporting period seven (7) years following termination of Agreement.</p>
<b>Automobile Liability</b>	<p>\$1,000,000 combined single limit for each accident for bodily injury/property damage, including hired owned &amp; non-owned vehicles.            \$1,000,000 uninsured &amp; underinsured motorists</p>
<b>Umbrella Liability</b>	<p>\$5,000,000 each occurrence            \$5,000,000 aggregate limit            Limits must be excess over underlying limits (except for the professional liability) described above. All coverage provided to ACES under this section must be as broad as and not more restrictive than the <u>underlying policies</u>.</p>
<b>Workers' Compensation</b>	<p>Statutory workers compensation and employers liability coverage as required by the State of Connecticut with the following minimum limits:            \$500,000 each accident for bodily injury by accident            \$500,000 each employee for bodily injury by disease            \$500,000 policy limit for bodily injury by disease</p>