

AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

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

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

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

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

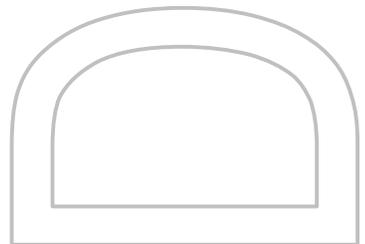
New Lebanon School Renovation Project
25 Mead Avenue
Greenwich, Connecticut 06830

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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



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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional **Exhibit A**, Initial Information:

(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.)

TBD

§ 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.

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect's Services consist of the services the Architect is required to perform under this Agreement, and, unless inconsistent with the instructions, guidance, and direction of the Owner, all professional services usually and customarily performed in conjunction with, and in furtherance of, such services. The Architect 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.

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

§ 2.2.1 The Architect shall 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.

§ 2.2.2 The Architect shall be solely responsible for all subconsultants engaged by the Architect to perform services in connection with this Agreement (each, a "Subconsultant", and collectively, "Subconsultants"). By appropriate agreement, written where legally required for validity, the Architect shall require each of its Subconsultants, to the extent of the Architect's Services to be performed by such Subconsultant, to be bound to the Architect by terms of this Agreement, and to assume toward the Architect all the obligations and responsibilities, which the Architect, by this Agreement, assumes toward the Owner. Each subconsulting agreement shall preserve and protect the rights of the Owner under this Agreement with respect to the services to be performed by the Subconsultant so that subconsulting thereof will not prejudice such rights, and shall allow to the Subconsultant, unless specifically provided otherwise in the subconsulting agreement, the benefit of all rights, remedies and redress against the Architect that the Architect, by this Agreement, has against the Owner. Where appropriate, the Architect shall require each Subconsultant to enter into similar agreements with Subconsultant's sub-subconsultants. The Architect shall make available to each proposed Subconsultant, prior to the execution of the subconsulting agreement, copies of this Agreement to which the Subconsultant will be bound, and, upon written request of the Subconsultant, identify to the Subconsultant terms and conditions of the proposed subconsulting agreement that may be at variance with the Agreement. Subconsultants will similarly make copies of applicable portions of such document available to their respective proposed sub-subconsultants.

§ 2.3 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 (collectively, "Laws") and with the Conditions as defined in Subsection 2.3.1.

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

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

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

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

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

§ 2.5 The Architect shall maintain, and shall require that all of its Subconsultants maintain, the types and amounts of insurance specified in **Exhibit B** to this Agreement.

§ 2.6 The Architect's professional liability insurance required under Section 2.5 shall provide coverage for the Architect's obligations hereunder to indemnify and hold harmless, to the fullest extent permitted by law, the Owner, its officials, employees, agents and representatives from and against all claims, liabilities, demands, damages, costs, losses and expenses, direct, or indirect (including but not limited to reasonable attorneys' fees and court costs) to the extent caused by or resulting from any negligent act or omission of the Architect, its Subconsultants, or anyone for whom any of them is responsible, in the performance of the Architect's Services or from the failure of any of them to comply with the provisions of the Laws, the Conditions or the terms and conditions of this Agreement. The Architect's indemnification obligations shall not include liability for damage arising out of bodily injury to persons or damage to property to the extent caused by or resulting from the negligence of the indemnitee, such as the indemnitee's agents or employees. Each policy held by a Subconsultant of the Architect under this Agreement shall provide the same coverage to the extent of such Subconsultant's negligent acts or omissions.

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

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

§ 2.9 If, in rendering the Basic Services described herein, the Architect finds it necessary to subcontract Basic Services to subconsultants other than those approved by the Owner and specifically identified herein, the Architect will obtain written approval from the Owner prior to the selection of said subconsultants, which approval shall not

be unreasonably withheld, and the Architect will be solely responsible for the payment of other such subconsultants within the compensation to be paid by the Owner for Basic Services. Nothing herein shall be deemed to create a legal relationship between the Owner and any Subconsultant.

§ 2.10 The Owner hereby approves the following Subconsultants to perform Basic Services under this Agreement:

Basic Services Subconsultants: **TBD**

§2.11 The Owner hereby approves the following Subconsultants to perform Additional Services under this Agreement:

Additional Services Subconsultants: TBD

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and **Exhibit C** attached hereto 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, those services including but not limited to structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 or **Exhibit C** hereto are Additional Services. No Additional Services shall be performed by the Architect or any Subconsultant without the prior written consent of the Owner.

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. Unless otherwise notified by the Owner, 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. If so otherwise notified, the Architect shall be entitled to reasonable compensation for its independent verification or production of such information unless included in Basic Services. 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 Within seven (7) days 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. 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 the Agencies. 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.

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

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without notice to the Architect or to which the Architect has timely objected in writing, which objection shall include an explanation for such objection.

§ 3.1.5 The Architect shall, at appropriate times, consult with those Agencies whose approval of the Construction Documents is necessary for the successful funding and completion of the Project and with the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such Agencies 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 the Agencies. The Architect shall assist the Owner to develop its Educational Specifications, preliminary costs estimates, funding application and other submittals the Owner must produce to become eligible for funding from the State of Connecticut.

§ 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 applicable Laws, including, without limitation, 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 prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 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.

§ 3.2.5.2 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.

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

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. The Architect shall meet with the Owner, and if applicable, Owner's Cost Consultant, to review the Schematic Design Documents. The Architect shall revise the Schematic Design Documents as requested by the Owner and shall resubmit such revised Schematic Design Documents for the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Subject to authorization from the Owner to proceed with Design Development Phase Services, and based on and subject to 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, no later than _____TBD_____, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.3.4 Before submission of the Design Development Documents to the Owner for approval, the Architect will meet with the applicable code enforcement officials to review the design. The Architect will prepare a code analysis drawing, including occupant load calculations, exiting capacities, fire ratings, building construction type, fire characteristics of finishes, and building heights and shall submit the same for Owner approval with the Design Development documents. The Architect shall revise the Design Development Documents as requested by the Owner and shall submit the same to the Owner for its approval.

§ 3.3.5 The Design Development documents shall include preliminary interior finishes, design elements, which elements the Architect shall further develop during the Construction Documents Phase pursuant to Section 3.4.1.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Subject to authorization from the Owner to proceed with Construction Documents Phase Services and based on, and subject to, 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 and submit 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, including all information required to obtain all permits, certifications and approvals necessary to complete the Project. The Owner and Architect acknowledge that in order to 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.

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

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of the Agencies. The Architect shall, upon the Owner's request, attend a reasonable number of conferences with the Agencies as part of Basic Services.

§ 3.4.3 During the development of the Construction Documents, unless otherwise instructed by the Owner, 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 include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work based on the Construction Documents.

§ 3.4.5 Any design errors or omissions in the Construction Documents furnished by the Architect will be promptly corrected by the Architect at no cost to the Owner. The Owner's approval, acceptance, use of, or payment for, all or any part of the Architect's Services hereunder or of the Project itself shall in no way alter the Architect's obligations or the Owner's rights hereunder. If, due to the Architect's negligence, omission or failure to perform in accordance with the terms of this Agreement, a required item or component of the Project is omitted from the Construction Documents or if, due to such negligence, omission or failure, the Construction Documents must be modified through a Change Order, the Architect shall be responsible for paying the cost required to add or modify such item or component to the Project, excluding the reasonable cost that would have been incurred by the Owner at the time of the original bid for such Project item or component to the extent that such item or component would have been

required and included in the original Construction Documents. In no event shall the Owner pay more than once for an item or component of the Project.

§ 3.4.6 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. The Architect shall revise the Construction Documents as requested by the Owner, shall update the estimate of the Cost of the Work based on such revisions and shall submit such revised Construction Documents and such updated estimate for the Owner's approval.

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

§ 3.5 BIDDING PHASE SERVICES

§ 3.5.1 The Bidding Phase shall commence upon written notice from the Owner to the Architect.

Following the Owner's approval of the Construction Documents, and upon the request of the Owner, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids; (3) evaluating bids and determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of those documents so designated by the Owner.

§ 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, and participating in interviews of, 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 with the Owner's prior approval, shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect's responsibility to provide Construction Phase Services commences upon written notice from the Owner to the Architect and terminates, except to the extent otherwise provided in this Agreement, on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.2 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the General Conditions, receipt of a copy of which the Architect hereby acknowledges. Further modifications or supplements made to such General Conditions of the Contract for Construction by the Owner or the Contractor shall, to the extent such modifications or supplements may affect the Architect's rights and responsibilities and are inconsistent with this Agreement, be subject to the Architect's reasonable approval which approval shall not be unreasonably withheld, conditioned or delayed. In the event of a conflict between the provisions of the General Conditions and this Agreement regarding the rights and responsibilities of the Architect, the provisions of this Agreement shall govern; provided, however, that if such modifications or supplements as are approved by the Architect under this Section 3.6.1.2 or under Section 5.11 are inconsistent with the provisions of this Agreement, the Owner may choose which document governs the Architect and Owner's responsibilities to one another.

§ 3.6.1.3 The Architect shall advise and consult with the Owner during the Construction Phase. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents, provided, however, that nothing herein shall absolve the Architect of responsibility for Architect's negligence with respect to means, methods, techniques, sequences or procedures, if any, specified by Architect in the Contract Documents or otherwise specified by the Architect. The Architect shall be responsible for the Architect's negligent acts or omissions, and for the negligent acts and omissions of the Architect's Subconsultants and for the failure of the Architect and the Architect's Subconsultants to comply with the requirements of this Agreement but shall not have control over or charge of, and shall not be responsible for, acts or omissions of any other persons or entities performing portions of the Work, including without limitation, the Contractor and the Contractor's subcontractors and suppliers.

§ 3.6.1.4 At the conclusion of the Construction Phase and based upon information furnished by the Contractor, the Architect shall prepare and furnish to the Owner a complete record of set drawings and specifications depicting the Project as modified during construction, in CADD format acceptable to the Owner. In addition, the Architect shall deliver to the Owner a complete set of Construction Documents in CADD format acceptable to the Owner.

§ 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, including regularly scheduled site meetings and visits, to become generally familiar with the progress and quality of the portion of the Work completed, to guard the Owner against defects and deficiencies in the Work, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, 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 in writing (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.

§ 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 seven (7) days unless otherwise agreed by the Owner and the Architect.

§ 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 those interpretations or decisions rendered in good faith and that were necessitated by a reason other than an act or omission of the Architect.

§ 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 the General Conditions, 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 the amounts claimed to be due the Contractor and shall certify and issue certificates in such amounts as the Architect determines to be due. Such certifications by the Architect shall be recommendations only, and payment of any such amounts shall be subject to the Owner's approval for payment. 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 in writing at the time of certification.

§ 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, or (3) 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, will be taken within seven (7) days after receipt of the submittal.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule (or in the event of no such schedule, within seven (7) days after submission), 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 assuring conformity with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures except for those that are expressly specified by Architect in the Contract Documents or otherwise. 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 unless otherwise instructed by the Owner.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise within seven (7) days. 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. 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 and to prepare for the Owner a written list of observable items, materials, or systems that are defective or that require additional Work or replacement by the Contractor.

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

§ 3.6.6.4 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, as part of Basic Services and for no additional compensation, the Architect will provide services in conjunction with an inspection to take place approximately ten (10) months after the date of Substantial Completion. Visual inspection will be made with the Owner and the Contractor to determine whether correction of the Work is required on order for the Work to be in compliance with the requirements of the Contract Documents.

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

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

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 The services listed in this Article 4 are, to the extent not included in Basic Services, Additional Services that may be required for the Project. The Architect shall provide Additional Services only if authorized in writing by the Owner and the Owner shall compensate the Architect therefore 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.)

TBD

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 (B202™–2009)		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™–2007)		
§ 4.1.6 Building Information Modeling (E202™–2008)		
§ 4.1.7 Civil engineering		
§ 4.1.8 Landscape design		

§ 4.1.9	Architectural Interior Design (B252™–2007)		
§ 4.1.10	Value Analysis (B204™–2007)		
§ 4.1.11	Detailed cost estimating		
§ 4.1.12	On-site Project Representation (B207™–2008)		
§ 4.1.13	Conformed construction documents		
§ 4.1.14	As-Designed Record drawings		
§ 4.1.15	As-Constructed Record drawings		
§ 4.1.16	Post occupancy evaluation		
§ 4.1.17	Facility Support Services (B210™–2007)		
§ 4.1.18	Tenant-related services		
§ 4.1.19	Coordination of Owner’s consultants		
§ 4.1.20	Telecommunications/data design		
§ 4.1.21	Security Evaluation and Planning (B206™–2007)		
§ 4.1.22	Commissioning (B211™–2007)		
§ 4.1.23	Extensive environmentally responsible design		
§ 4.1.24	LEED® Certification (B214™–2012)		
§ 4.1.25	Fast-track design services		
§ 4.1.26	Historic Preservation (B205™–2007)		
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)		

§ 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.

TBD

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

§ 4.3.1 Upon recognizing the need to perform the following services, which shall constitute Additional Services to the extent such services are not included in Basic 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 except for those included in Basic Services under this Agreement, until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a material change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, 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 except to the extent required by the Agencies or as otherwise required as part of the Architect’s Basic Services;

- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .6 Preparation for, and attendance at, a public presentation, meeting or hearing not reasonably foreseeable on the date of execution of this Agreement;
- .7 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .8 Evaluation of the qualifications of bidders or persons providing proposals;
- .9 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .10 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 the Basic Services, the following services shall constitute Additional Services. Architect shall notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need for such services. If 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 substantial accordance with the Contract Documents;
- .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 unforeseeably 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 sixty (60) or more days after the date of Substantial Completion of the Work with the exception of the warranty inspection to be performed by the Architect pursuant to Section 3.6.6.5.

§ 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. Nothing herein shall absolve the Architect of its responsibility under this Agreement to carry out the services listed below whenever appropriate and as necessary:

:

- .1 TBD () reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Such number and duration of visits to the site by the Architect over the duration of the Project during construction as deemed appropriate by the Architect to enable the Architect to perform all of its obligations under this Agreement in accordance with the Architect's Standard of Care.
- .3 TBD () 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 TBD () inspections for any portion of the Work to determine final completion

§ 4.3.4 Intentionally Omitted.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within fifteen (15) days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 If necessary, 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.

§ 5.4 Intentionally Omitted.

§ 5.5 If required for the completion of the Project and unless otherwise agreed, the Owner shall be responsible for furnishing the 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.

§ 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 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; provided, however, that the Owner shall have no obligation to investigate for the purpose of discovering faults, defects, errors, omissions or inconsistencies nor shall the failure of the Owner to provide notice of any of the same modify the obligations of the Architect to perform its services hereunder in compliance with this Agreement.

§ 5.10 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. For the purposes of calculating the Architect's compensation only (if the Cost of the Work is used as a basis for such compensation), the Cost of the Work shall not, notwithstanding anything to the contrary in this Agreement, be raised on account of increased prices for construction materials. 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 provided in this Agreement. 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; provided, however, that the Architect shall be responsible for any overrun of the Cost of the Work caused by the act or omission of the Architect or its Subconsultants, or caused by factors of which the Architect was aware but failed to consider in estimating or updating the Cost of the Work.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to 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.

§ 6.4 Except as provided in Section 6.1, if the Bidding Phase has not commenced within 120 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 during any phase of the Architect's services, the Architect's estimate of the Cost of the Work deviates from the Cost of the Work most recently approved by the Owner, the Owner may terminate this Agreement, such termination being a termination for cause. If the Owner does not so terminate the Agreement upon such deviation, the Architect shall, upon the Owner's request, provide a written explanation of the deviation and propose design changes that would bring the Project within the Cost of the Work.

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, as part of Basic Services, and 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. If the Owner chooses to proceed under Section 6.6.2, the Architect shall provide rebid services without additional compensation. The scope of such rebid services shall be the same as the scope of the services provided under Section 3.5.

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 Subconsultants, pursuant to this Agreement (collectively, the "Instruments of Service") are and shall be owned solely and exclusively by and shall be the property of the Owner and the Department of Administrative Services, free and clear of any claim or retention of rights thereto by the Architect and the Architect's Subconsultants. The Instruments of Service cannot be used by the Architect or the Architect's Subconsultants for any purpose beyond the scope of this Agreement without the prior written consent of the Owner. In addition to the immediately preceding sentence, the Architect agrees to obtain, and convey and assign to the Owner absolutely and exclusively, all intellectual property rights including, but not limited to, copyrights, in and to the Instruments of Service, and the Architect hereby does so grant, convey, and assign to the Owner absolutely and exclusively such of those rights that it owns.

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

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

§ 7.3 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.

(Paragraph deleted)

§ 7.4 The Architect shall, to the fullest extent permitted by law, hold harmless, indemnify and 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 of the Connecticut General Statutes, as it may be 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 the General Conditions. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

(Paragraph deleted)

§ 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 sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. 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 a court of competent jurisdiction
- Other (Specify)

§ 8.3 ARBITRATION

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

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

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

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

§ 8.3.4 CONSOLIDATION OR JOINDER

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 The Architect may, upon thirty (30) days' prior notice to the Owner, terminate or suspend this Agreement upon the Owner's repeated 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. If the Architect elects to suspend services under this Section 9.1, the Architect shall give seven (7) days' prior written notice to the Owner before suspending services. In the event of such a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due and owing prior to suspension.

§ 9.2 If the Owner suspends the Project for ninety (90) consecutive days for reasons unrelated to a fault of the Architect, or its Subconsultants, the Architect shall be compensated for services fully and satisfactorily performed in accordance with this Agreement 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 one hundred and twenty (120) cumulative days, the Architect may terminate this Agreement by giving not less than thirty (30) days' prior written notice to the Owner provided the Owner fails to resume the Project within such thirty (30) day period.

§ 9.3 Intentionally Omitted. .

§ 9.4 The Owner may terminate this Agreement for cause as provided in this Agreement or upon 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 (7) days' prior written notice.

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

§ 9.6 In the event of termination by the Owner for convenience and without cause, the Architect shall be compensated for services fully and satisfactorily performed in accordance with this Agreement prior to termination, together with Reimbursable Expenses then due.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include reasonable actual expenses directly attributable to termination for which the Architect is not otherwise compensated.

(Paragraph deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

§ 10.4 If the Owner requests the Architect to execute, or obtain execution from the Architect's Subconsultants, certificates and consents reasonably required to facilitate assignment to a lender, the proposed language of such certificates and consents shall be submitted to the Architect for review a reasonable amount of time prior to the requested dates of execution and the Architect (or its Subconsultants, as applicable) shall execute all such certificates and consents that are consistent with this Agreement. Should the Owner request the Architect to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement, such certifications may be limited to the best of the Architect's knowledge.

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

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

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

§ 10.8 Intentionally Omitted.

§ 10.9 The Architect shall comply with the Architect's Standard of Care and all Laws applicable to the Architect including, without limitation, those relating to equal opportunity, labor, wages, employment and requirements of state loans, grants, funding or approvals.

§ 10.10 The Architect hereby agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Owner, its officials, employees, agents and representatives against and from any claims, suits and/or legal actions of any type by third parties, including, without limitation, claims for loss of or damage to property, personal or bodily injury, including death, and claims for losses of any type, and from all judgments or decrees recovered therefore and from all expenses for defending such claims, suits or legal actions, including without limitation court costs and attorneys' fees, which result or arise from the negligent acts or omissions, breaches, errors, torts or other improper and/or unlawful acts or omissions of the Architect, its employees, agents, representatives or Subconsultants. The Architect's indemnification obligations shall not include liability for damage arising out of bodily injury to persons or damage to property to the extent caused by or resulting from the negligence of the indemnitee, such indemnitee's agents or employees. The Architect shall, at no cost to the Owner, properly correct or remedy any defects or problems with the Work caused by any of the above.

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 █ percent (█ %), or as otherwise stated below:

TBD

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

Schematic Design Phase	TBD	percent (█	%)
Design Development Phase	TBD	percent (█	%)
Construction Documents Phase	TBD	percent (█	%)
Bidding or Negotiation Phase	TBD	percent (█	%)
Construction Phase	TBD	percent (█	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 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 (2) if no such bid 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 actually performed in accordance with this Agreement whether or not the Construction Phase is commenced.

§ 11.7

(Paragraphs deleted)

For the purposes of calculating the amount of any compensation to be paid to the Architect which, under this Agreement, is to be calculated based on time spent at hourly rates, such compensation shall be based on the hourly rates set forth in **Exhibit D** (the "Hourly Rates").

The Hourly Rates shall be all inclusive rates which shall include, but are not limited to, base salary, fringe and other benefits, insurance, taxes, miscellaneous personnel expenses, meals, travel, travel time, training, holidays, sickness, medical, lost time, miscellaneous absences, general and corporate supervision and management expenses, overhead and profit, legal costs and accounting costs and profit. The Hourly Rates shall remain unchanged for the duration of the Project.

(Row deleted)

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and are subject to the approval of the Owner prior to the Architect incurring such expenses. Subject to such preapproval, reimbursable expenses may include the expenses listed in this Section 11.8.1 to the extent incurred by the Architect and the Architect's consultants directly related to the Project and to the extent such expenses were so incurred for reasons unrelated to the fault of the Architect or its Subconsultants:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

- .8 Architect's Subconsultant'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 Subconsultants;
- .9 All taxes levied on professional services and on reimbursable expenses; and
- .10 Site office expenses.

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

§ 11.9
(Paragraphs deleted)
 Intentionally Omitted.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 Intentionally Omitted.

§ 11.10.2 Unless otherwise agreed, invoices for services shall be submitted pursuant to the schedule set forth below. Payments are due and payable within thirty (30) days after presentation of the Architect's invoice to the Owner. Amounts unpaid sixty (60) days after the invoice date shall bear interest only as required by Connecticut law and, is so required, at the minimum required rate. The Architect shall make payment to its Subconsultants within seven (7) days after the Architect's receipt of payment from the Owner for services provided by such Subconsultants. As requested by the Owner from time to time, the Architect shall provide evidence satisfactory to the Owner that Architect's Subconsultants are being paid on a timely basis.

The Architect shall submit invoices as follows: TBD

§ 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 or at any time such records are lawfully requested by any of the Agencies or such other government authority.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

TBD

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 modified.

.2

(Paragraphs deleted)

Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A - Initial Information

Exhibit B - Insurance Requirements

Exhibit C - Basic Services and Educational Specifications
Exhibit D - Hourly Rates

[Signature Page to Follow]

This Agreement effective as of the day and year first written above and executed on the dates set forth below.

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

Date: _____

Date: _____



Additions and Deletions Report for AIA[®] Document B101[™] – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:41:09 on 08/21/2015.

PAGE 1

New Lebanon School Renovation Project
25 Mead Avenue
Greenwich, Connecticut 06830

The Owner and Architect agree as follows.

TBD

...

.1 Commencement of construction date: TBD

.2 Substantial Completion date: TBD

...

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

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

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

§ 2.2.1 The Architect shall 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 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.

§ 2.2.2 The Architect shall be solely responsible for all subconsultants engaged by the Architect to perform services in connection with this Agreement (each, a "Subconsultant", and collectively, "Subconsultants"). By appropriate agreement, written where legally required for validity, the Architect shall require each of its Subconsultants, to the extent of the Architect's Services to be performed by such Subconsultant, to be bound to the Architect by terms of this Agreement, and to assume toward the Architect all the obligations and responsibilities, which the Architect, by this Agreement, assumes toward the Owner. Each subconsulting agreement shall preserve and protect the rights of the Owner under this Agreement with respect to the services to be performed by the Subconsultant so that subconsulting thereof will not prejudice such rights, and shall allow to the Subconsultant, unless specifically provided otherwise in the subconsulting agreement, the benefit of all rights, remedies and redress against the Architect that the Architect, by this Agreement, has against the Owner. Where appropriate, the Architect shall require each Subconsultant to enter into similar agreements with Subconsultant's sub-subconsultants. The Architect shall make available to each proposed Subconsultant, prior to the execution of the subconsulting

agreement, copies of this Agreement to which the Subconsultant will be bound, and, upon written request of the Subconsultant, identify to the Subconsultant terms and conditions of the proposed subconsulting agreement that may be at variance with the Agreement. Subconsultants will similarly make copies of applicable portions of such document available to their respective proposed sub-subconsultants.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project, 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 (collectively, "Laws") and with the Conditions as defined in Subsection 2.3.1.

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

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

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

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

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§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost: (Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any-) maintain, and shall require that all of its Subconsultants maintain, the types and amounts of insurance specified in Exhibit B to this Agreement.

~~1. General Liability~~ § 2.6 The Architect's professional liability insurance required under Section 2.5 shall provide coverage for the Architect's obligations hereunder to indemnify and hold harmless, to the fullest extent permitted by law, the Owner, its officials, employees, agents and representatives from and against all claims, liabilities, demands, damages, costs, losses and expenses, direct, or indirect (including but not limited to reasonable attorneys' fees and court costs) to the extent caused by or resulting from any negligent act or omission of the Architect, its Subconsultants, or anyone for whom any of them is responsible, in the performance of the Architect's Services or from the failure of any of them to comply with the provisions of the Laws, the Conditions or the terms and conditions of this Agreement. The Architect's indemnification obligations shall not include liability for damage arising out of bodily injury to persons or damage to property to the extent caused by or resulting from the negligence of the indemnitee, such as the indemnitee's agents or employees. Each policy held by a Subconsultant of the Architect under this Agreement shall provide the same coverage to the extent of such Subconsultant's negligent acts or omissions.

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

~~2~~ ~~Automobile Liability~~ **§ 2.8** The Architect represents that it employs persons and engages agents and independent consultants who are skilled in the professional callings and support services necessary to accurately perform the work required for successful completion of the Architect's Services and the Project. The Architect acknowledges that the Owner is relying on the skill of the Architect, its employees, agents and its Subconsultants to do and perform such work in a skillful and professional manner, consistent with the Architect's Standard of Care, and the Architect agrees to use its professional efforts to protect the interests of the Owner during all phases of the design, bidding and construction of the Project, consistent with such standards. The Architect understands and agrees that its employees, agents and Subconsultants will be the only authorized design professionals for the Owner on the Project site (unless the Owner and Architect specify otherwise in writing prior to the signing of the Agreement). The Owner will rely upon the Architect to become familiar with the construction work in progress on the Project and to determine if such work is proceeding and being performed in accordance with the Contract Documents. The Architect shall keep the Owner informed about the progress of the construction work and shall advise the Owner about observed deficiencies in the work and guard the Owner against defects and deficiencies in the work of contractors and subcontractors and to ensure that the materials and workmanship of the contractors and subcontractors conform to the requirements of the Contract Documents. The Architect will update and advise the Owner's Project Representative on the progress of the construction work, and on all other matters as may be reasonably requested by the Owner, on at least a weekly basis or more frequently as may be reasonably required by conditions or as may be reasonably requested by the Owner. Nothing set forth herein shall diminish the Architect's Standard of Care.

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

~~3~~ ~~Workers' Compensation~~ **§ 2.10** The Owner hereby approves the following Subconsultants to perform Basic Services under this Agreement:

Basic Services Subconsultants: **TBD**

~~4~~ ~~Professional Liability~~ **§ 2.11** The Owner hereby approves the following Subconsultants to perform Additional Services under this Agreement:

Additional Services Subconsultants: **TBD**

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§ 3.1 The Architect's Basic Services consist of those described in ~~Article 3~~ and include usual and customary ~~this Article 3 and Exhibit C~~ attached hereto 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, those services including but not limited to structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 or ~~Exhibit C~~ hereto are Additional Services. No Additional Services shall be performed by the Architect or any Subconsultant without the prior written consent of the Owner.

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. ~~The~~ Unless otherwise notified by the Owner, 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. If so otherwise notified, the Architect shall be entitled to reasonable compensation for its independent verification or production of such information unless included in Basic Services. 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~~ Within seven (7) days 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. 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.~~ the Agencies. 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.

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

~~§ 3.1.4~~ The Architect shall not be responsible for an Owner's directive or substitution made without ~~the Architect's approval~~ notice to the Architect or to which the Architect has timely objected in writing, which objection shall include an explanation for such objection.

~~§ 3.1.5~~ The Architect shall, at appropriate times, ~~contact the governmental authorities required to approve the Construction Documents and consult with those Agencies whose approval of the Construction Documents is necessary for the successful funding and completion of the Project and with~~ 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.~~ Agencies 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.~~ the Agencies. The Architect shall assist the Owner to develop its Educational Specifications, preliminary costs estimates, funding application and other submittals the Owner must produce to become eligible for funding from the State of Connecticut.

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~~§ 3.2.1~~ The Architect shall review the program and other information furnished by the Owner, and shall review ~~laws,~~ applicable Laws, including, without limitation, codes, and regulations applicable to the Architect's services.

...

~~§ 3.2.7~~ The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. The Architect shall meet with the Owner, and if applicable, Owner's Cost Consultant, to review the Schematic Design Documents. The Architect shall revise the Schematic Design Documents as requested by the Owner and shall resubmit such revised Schematic Design Documents for the Owner's approval.

...

~~§ 3.3.1~~ Based on Subject to authorization from the Owner to proceed with Design Development Phase Services, and based on and subject to the Owner's approval of the Schematic Design ~~Documents,~~ 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.

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§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, no later than
TBD, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request
the Owner's approval.

§ 3.3.4 Before submission of the Design Development Documents to the Owner for approval, the Architect will
meet with the applicable code enforcement officials to review the design. The Architect will prepare a code
analysis drawing, including occupant load calculations, exiting capacities, fire ratings, building construction type,
fire characteristics of finishes, and building heights and shall submit the same for Owner approval with the Design
Development documents. The Architect shall revise the Design Development Documents as requested by the
Owner and shall submit the same to the Owner for its approval.

§ 3.3.5 The Design Development documents shall include preliminary interior finishes, design elements, which
elements the Architect shall further develop during the Construction Documents Phase pursuant to Section 3.4.1.

...

§ 3.4.1 ~~Based on~~ Subject to authorization from the Owner to proceed with Construction Documents Phase Services
and based on, and subject to, 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 and submit 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 Work,~~ including all information required to obtain all permits, certifications
and approvals necessary to complete the Project. The Owner and Architect acknowledge that in order to 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.

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

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental
authorities having jurisdiction over the Project ~~the Agencies.~~ The Architect shall, upon the Owner's request, attend
a reasonable number of conferences with the Agencies as part of Basic Services.

§ 3.4.3 During the development of the Construction Documents, unless otherwise instructed by the Owner, 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, Work~~ based on the Construction
Documents.

§ 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.~~

Any design errors or omissions in the Construction Documents furnished by the Architect will be promptly
corrected by the Architect at no cost to the Owner. The Owner's approval, acceptance, use of, or payment for, all or
any part of the Architect's Services hereunder or of the Project itself shall in no way alter the Architect's obligations
or the Owner's rights hereunder. If, due to the Architect's negligence, omission or failure to perform in accordance
with the terms of this Agreement, a required item or component of the Project is omitted from the Construction

Documents or if, due to such negligence, omission or failure, the Construction Documents must be modified through a Change Order, the Architect shall be responsible for paying the cost required to add or modify such item or component to the Project, excluding the reasonable cost that would have been incurred by the Owner at the time of the original bid for such Project item or component to the extent that such item or component would have been required and included in the original Construction Documents. In no event shall the Owner pay more than once for an item or component of the Project.

§ 3.4.6 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. The Architect shall revise the Construction Documents as requested by the Owner, shall update the estimate of the Cost of the Work based on such revisions and shall submit such revised Construction Documents and such updated estimate for the Owner's approval.

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

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES BIDDING PHASE SERVICES

§ 3.5.1 GENERAL

~~The Architect shall assist the Owner in establishing a list of prospective contractors.~~ The Bidding Phase shall commence upon written notice from the Owner to the Architect.

Following the Owner's approval of the Construction Documents, and upon the request of the Owner, 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, competitive bids; (2) confirming responsiveness of bids; (3) evaluating bids and determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

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§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents. those documents so designated by the Owner.

...

- .3 organizing and conducting a pre-bid conference ~~for for,~~ and participating in interviews of, prospective bidders;

...

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and with the Owner's prior approval, 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.

...

§ 3.6.1.1 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. Architect's responsibility to provide Construction Phase Services commences upon written notice from the Owner to the Architect and terminates, except to the extent otherwise provided in this Agreement, on the date the Architect issues the final Certificate for Payment.

§ 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, provide administration of the Contract between the Owner and the Contractor as set forth below and in the General Conditions, receipt of a copy of which the Architect hereby acknowledges. Further modifications or supplements made to such General Conditions of the Contract for Construction by the Owner or the Contractor shall, to the extent such modifications or supplements may affect the Architect's rights and responsibilities and are inconsistent with this Agreement, be subject to the Architect's reasonable approval which approval shall not be unreasonably withheld, conditioned or delayed. In the event of a conflict between the provisions of the General Conditions and this Agreement regarding the rights and responsibilities of the Architect, the provisions of this Agreement shall govern; provided, however, that if such modifications or supplements as are approved by the Architect under this Section 3.6.1.2 or under Section 5.11 are inconsistent with the provisions of this Agreement, the Owner may choose which document governs the Architect and Owner's responsibilities to one another.

§ 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. The Architect shall advise and consult with the Owner during the Construction Phase. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents, provided, however, that nothing herein shall absolve the Architect of responsibility for Architect's negligence with respect to means, methods, techniques, sequences or procedures, if any, specified by Architect in the Contract Documents or otherwise specified by the Architect. The Architect shall be responsible for the Architect's negligent acts or omissions, and for the negligent acts and omissions of the Architect's Subconsultants and for the failure of the Architect and the Architect's Subconsultants to comply with the requirements of this Agreement but shall not have control over or charge of, and shall not be responsible for, acts or omissions of any other persons or entities performing portions of the Work, including without limitation, the Contractor and the Contractor's subcontractors and suppliers.

§ 3.6.1.4 At the conclusion of the Construction Phase and based upon information furnished by the Contractor, the Architect shall prepare and furnish to the Owner a complete record of set drawings and specifications depicting the Project as modified during construction, in CADD format acceptable to the Owner. In addition, the Architect shall deliver to the Owner a complete set of Construction Documents in CADD format acceptable to the Owner.

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§ 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, including regularly scheduled site meetings and visits, to become generally familiar with the progress and quality of the portion of the Work completed, to guard the Owner against defects and deficiencies

in the Work, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, 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 in writing (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~~ seven (7) days unless otherwise agreed by the Owner and the Architect.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent ~~of of~~, and reasonably inferable ~~from 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 those 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.~~ faith and that were necessitated by a reason other than an act or omission of the Architect.

§ 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 General Conditions, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

...

§ 3.6.3.1 The Architect shall review ~~and certify the amounts due the Contractor and shall issue certificates in such amounts.~~ the amounts claimed to be due the Contractor and shall certify and issue certificates in such amounts as the Architect determines to be due. Such certifications by the Architect shall be recommendations only, and payment of any such amounts shall be subject to the Owner's approval for payment. 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~~ the Architect in writing at the time of certification.

§ 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) or (3)~~ ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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§ 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.~~ will be taken within seven (7) days after receipt of the submittal.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule (or in the event of no such schedule, within seven (7) days after submission), 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 assuring conformity~~ 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 or~~ construction means, methods, techniques, sequences or ~~procedures.~~ procedures except for those that are expressly specified by Architect in the Contract Documents or otherwise. 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.~~ professionals unless otherwise instructed by the Owner.

§ 3.6.4.4 ~~Subject to the provisions of Section 4.3, the~~ 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, within seven (7) days. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

...

§ 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~~ The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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§ 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 and~~ to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected, or corrected and to prepare for the Owner a written list of observable items, materials, or systems that are defective or that require additional Work or replacement by the Contractor.

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

...

§ 3.6.6.5 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 as part of Basic Services and for no additional compensation, the Architect will provide services in conjunction with an inspection to take place approximately ten (10) months after the date of Substantial Completion. Visual inspection will be made with the Owner and the Contractor to determine whether correction of the Work is required on order for the Work to be in compliance with the requirements of the Contract Documents.~~

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

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

...

~~§ 4.1 Additional Services listed below are not included in Basic Services but~~The services listed in this Article 4 are, to the extent not included in Basic Services, Additional Services that 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,~~ Additional Services only if authorized in writing by the Owner and the Owner shall compensate the Architect ~~therefore~~ 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.)

TBD

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TBD

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

§ 4.3.1 Upon recognizing the need to perform the following services, which shall constitute Additional Services to the extent such services are not included in Basic 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 except for those included in Basic Services under this Agreement, until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a material change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, 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; certification except to the extent required by the Agencies or as otherwise required as part of the Architect's Basic Services;

- .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 ~~.5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
- .7 ~~.6 Preparation for, and attendance at, a public presentation, meeting or hearing; hearing not reasonably foreseeable on the date of execution of this Agreement;~~
- .8 ~~.7 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;~~
- .9 ~~.8 Evaluation of the qualifications of bidders or persons providing proposals;~~
- .10 ~~.9 Consultation concerning replacement of Work resulting from fire or other cause during construction; or~~
- .11 ~~.10 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 ~~Additional Services, services, and, to the extent not included in the Basic Services, the following services shall constitute Additional Services.~~ Architect shall notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the ~~need, need for such services.~~ 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:

...

- .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; substantial accordance with the Contract Documents;~~

...

- .4 Evaluating an unforeseeably extensive number of Claims as the Initial Decision Maker;

...

- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services ~~60~~ sixty (60) or more 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 with the exception of the warranty inspection to be performed by the Architect pursuant to Section 3.6.6.5.~~

§ 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; Owner.~~ Nothing herein shall absolve the Architect of its responsibility under this Agreement to carry out the services listed below whenever appropriate and as necessary:

∴

- .1 TBD () reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 ~~()~~ Such number and duration of visits to the site by the Architect over the duration of the Project during construction as deemed appropriate by the Architect to enable the Architect to perform all of its obligations under this Agreement in accordance with the Architect's Standard of Care.
- .3 TBD () 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 TBD () 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 () 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. Intentionally Omitted.~~

...

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

~~§ 5.2 The~~ If necessary, 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,~~ manner.

~~§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. Intentionally Omitted.~~

~~§ 5.5 The Owner shall furnish~~ If required for the completion of the Project and unless otherwise agreed, the Owner shall be responsible for furnishing the 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.~~

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§ 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. Service;~~ provided, however, that the Owner shall have no obligation to investigate for the purpose of discovering faults, defects, errors, omissions or inconsistencies nor shall the failure of the Owner to provide notice of any of the same modify the obligations of the Architect to perform its services hereunder in compliance with this Agreement.

...

§ 5.11 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.

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.

...

§ 5.13 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.

§ 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. For the purposes of calculating the Architect's compensation only (if the Cost of the Work is used as a basis for such compensation), the Cost of the Work shall not, notwithstanding anything to the contrary in this Agreement, be raised on account of increased prices for construction materials. 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, provided in this Agreement. 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, the Architect;~~ provided, however, that the Architect shall be responsible for any overrun of the Cost of the Work caused by the act or omission of the Architect or its Subconsultants, or caused by factors of which the Architect was aware but failed to consider in estimating or updating the Cost of the Work.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to 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~~ Except as provided in Section 6.1, if the Bidding Phase has not commenced within ~~90~~ 120 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~~ If, at any time during any phase of the Architect's services, 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. ~~deviates from~~ the Cost of the Work most recently approved by the Owner, the Owner may terminate this Agreement, such termination being a termination for cause. If the Owner does not so terminate the Agreement upon such deviation, the Architect shall, upon the Owner's request, provide a written explanation of the deviation and propose design changes that would bring the Project within the Cost of the Work.

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

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.2 authorize rebidding ~~or renegotiating~~ of the Project within a reasonable time;

...

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, as part of Basic Services, and 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.~~ If the Owner chooses to proceed under Section 6.6.2, the Architect shall provide rebid services without additional compensation. The scope of such rebid services shall be the same as the scope of the services provided under Section 3.5.

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§ 7.1 ~~The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. 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. 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 Subconsultants, pursuant to this Agreement (collectively, the "Instruments of Service") are and shall be owned solely and exclusively by and shall be the property of the Owner and the Department of Administrative Services, free and clear of any claim or retention of rights thereto by the Architect and the Architect's Subconsultants. The Instruments of Service cannot be used by the Architect or the Architect's Subconsultants for any purpose beyond the scope of this Agreement without the prior written consent of the Owner. In addition to the immediately preceding sentence, the Architect agrees to obtain, and convey and assign to the Owner absolutely and exclusively, all intellectual property rights including, but not limited to, copyrights, in and to the Instruments of Service, and the Architect hereby does so grant, convey, and assign to the Owner absolutely and exclusively such of those rights that it owns.~~

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

§ 7.2 ~~The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. Specifications.~~

§ 7.3 ~~Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall~~

terminate. 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.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants. The Architect shall, to the fullest extent permitted by law, hold harmless, indemnify and 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.

...

§ 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 specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1, set forth in Section 52-584a of the Connecticut General Statutes, as it may be 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 General Conditions. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 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.

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§ 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~~ sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

...

§ 8.3.1 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~~. Agreement provided that any arbitration proceedings under this Agreement shall be brought in a location selected by the Owner. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

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§ 9.1 ~~If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. The Architect may, upon thirty (30) days' prior notice to the Owner, terminate or suspend this Agreement upon the Owner's repeated 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. If the Architect elects to suspend services, services under this Section 9.1, the Architect shall give seven (7) days' prior written notice to the Owner before suspending services. In the event of such a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted and owing prior to suspension.~~

§ 9.2 ~~If the Owner suspends the Project, Project for ninety (90) consecutive days for reasons unrelated to a fault of the Architect, or its Subconsultants, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted fully and satisfactorily performed in accordance with this Agreement 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 one hundred and twenty (120) cumulative days, the Architect may terminate this Agreement by giving not less than thirty (30) days' prior written notice to the Owner provided Owner fails to resume the Project within such thirty (30) day period.~~

§ 9.3 ~~If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.~~
Intentionally Omitted.

§ 9.4 ~~Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially. The Owner may terminate this Agreement for cause as provided in this Agreement or upon Architect's material failure to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Agreement. Such termination by the Owner for cause shall be upon not less than seven (7) days' prior written notice.~~

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

§ 9.6 In the event of termination ~~not the fault of the Architect,~~ by the Owner for convenience and without cause, the Architect shall be compensated for services fully and satisfactorily performed in accordance with this Agreement

prior to termination, together with Reimbursable Expenses then ~~due and all Termination Expenses as defined in Section 9.7.~~ due.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include reasonable actual expenses directly attributable to termination for which the Architect is not otherwise compensated, ~~plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~ compensated.

~~§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.~~

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, ~~except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~ located.

§ 10.2 ~~Terms~~ Unless otherwise stated in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction. ~~the General Conditions.~~

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

§ 10.4 If the Owner requests the Architect to ~~execute certificates, execute, or obtain execution from the Architect's Subconsultants, certificates and consents reasonably required to facilitate assignment to a lender, the proposed language of such certificates and consents shall be submitted to the Architect for review at least 14 days a reasonable amount of time 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 execution and the Architect (or its Subconsultants, as applicable) shall execute all such certificates and 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.~~ Should the Owner request the Architect to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement, Agreement, such certifications may be limited to the best of the Architect's knowledge.

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

§ 10.8 ~~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.~~ Intentionally Omitted.

§ 10.9 The Architect shall comply with the Architect's Standard of Care and all Laws applicable to the Architect including, without limitation, those relating to equal opportunity, labor, wages, employment and requirements of state loans, grants, funding or approvals.

§ 10.10 The Architect hereby agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Owner, its officials, employees, agents and representatives against and from any claims, suits and/or legal actions of any type by third parties, including, without limitation, claims for loss of or damage to property, personal or bodily injury, including death, and claims for losses of any type, and from all judgments or decrees recovered therefore and from all expenses for defending such claims, suits or legal actions, including without limitation court costs and attorneys' fees, which result or arise from the negligent acts or omissions, breaches, errors, torts or other improper and/or unlawful acts or omissions of the Architect, its employees, agents, representatives or Subconsultants. The Architect's indemnification obligations shall not include liability for damage arising out of bodily injury to persons or damage to property to the extent caused by or resulting from the negligence of the indemnitee, such indemnitee's agents or employees. The Architect shall, at no cost to the Owner, properly correct or remedy any defects or problems with the Work caused by any of the above.

...

TBD

...

TBD

...

TBD

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TBD

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

Schematic Design Phase	<u>TBD</u>	percent (%)
Design Development Phase	<u>TBD</u>	percent (%)
Construction Documents Phase	<u>TBD</u>	percent (%)
Bidding or Negotiation Phase	<u>TBD</u>	percent (%)
Construction Phase	<u>TBD</u>	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 actually performed in accordance with this Agreement 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.)

For the purposes of calculating the amount of any compensation to be paid to the Architect which, under this Agreement, is to be calculated based on time spent at hourly rates, such compensation shall be based on the hourly rates set forth in Exhibit D (the "Hourly Rates").

The Hourly Rates shall be all inclusive rates which shall include, but are not limited to, base salary, fringe and other benefits, insurance, taxes, miscellaneous personnel expenses, meals, travel, travel time, training, holidays, sickness, medical, lost time, miscellaneous absences, general and corporate supervision and management expenses, overhead and profit, legal costs and accounting costs and profit. The Hourly Rates shall remain unchanged for the duration of the Project.

Employee or Category

Rate

...

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and are subject to the approval of the Owner prior to the Architect incurring such expenses. Subject to such preapproval, reimbursable expenses may include the expenses listed in this Section 11.8.1 to the extent incurred by the Architect and the Architect's consultants directly related to the Project, as follows: Project and to the extent such expenses were so incurred for reasons unrelated to the fault of the Architect or its Subconsultants:

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- ~~.8 Architect's Consultant's-Subconsultant'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;Subconsultants;~~
- ~~.9 All taxes levied on professional services and on reimbursable expenses;expenses;and~~
- ~~.10 Site office expenses; and~~
- ~~.11 Other similar Project related expenditures.expenses.~~

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

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Intentionally Omitted.

...

§ 11.10.1 An initial payment of \$ () 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. Intentionally Omitted.

§ 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. Amounts unpaid () invoices for services shall be submitted pursuant to the schedule set forth below. Payments are due and payable within thirty (30) days after presentation of the Architect's invoice to the Owner. Amounts unpaid sixty (60) days after the invoice date 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.) only as required by Connecticut law and, is so required, at the minimum required rate. The Architect shall make payment to its Subconsultants within seven (7) days after the Architect's receipt of payment from the Owner for services provided by such Subconsultants. As requested by the Owner from time to time, the Architect shall provide evidence satisfactory to the Owner that Architect's Subconsultants are being paid on a timely basis.

% The Architect shall submit invoices as follows: TBD

...

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of ~~hourly rates~~ Hourly Rates shall be available to the Owner at mutually convenient ~~times~~ times or at any time such records are lawfully requested by any of the Agencies or such other government authority.

...

TBD

...

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and ~~Architect~~ Architect, as modified.
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

- Exhibit A - Initial Information
- Exhibit B - Insurance Requirements
- Exhibit C - Basic Services and Educational Specifications
- Exhibit D - Hourly Rates

[Signature Page to Follow]

This Agreement ~~entered into~~ effective as of the day and year first written ~~above~~ above and executed ~~on the dates set forth below.~~

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Date: _____ Date: _____