

TOWN OF ASHFORD

**Ashford School
440 Westford Road, Ashford, CT 06278**

Request for Qualifications & Proposals Roof Replacement Project - Architectural Design Services

Intent

The Town of Ashford (the "Town" or "Owner") requests architectural design services for the replacement of approximately 77,915 sq. ft. of existing low-slope roofing systems. The original building was built in approximately 1951, with later additions added in 1958, 1967, 1975, and 1994.

Proposed System: New 30-year NDL, redundant, two-ply, mineral surfaced (white), rubberized modified bitumen low-slope roof system set in type III asphalt with a minimum slope of $\frac{1}{4}$ " inch per ft. including related substrates, vapor barrier over organic decking, insulation (to meet current model energy code), flashings and all other necessary components or equivalent. Design new internal roof drains where necessary to accommodate $\frac{1}{4}$ " per ft. slope requirement including all existing roof drain bowls and design new drains (secondary) as needed.

Notes:

- Roofing system design shall be designed to support the overburden of a future ballasted PV system.

Scope of Services:

Conceptual Design Phase/OSCG&R preliminary review of low-slope roof replacement project. Development of narrative and diagrammatic drawing(s), including rough order of magnitude estimate of probable construction costs outlining roof replacement scope of work for approval by Ashford Public Schools and the Building Committee.

1. Evaluate existing roof to determine residual roof loading capacity, produce residual loading diagram / exhibit to accompany RFP.
2. Evaluate existing roof using infrared thermography to detect leaks and confirm condition and specifications of existing insulation and assess integrity / condition of roof deck and structure. Cost/benefit analysis.
3. Advise Town on and coordinate work sequencing – solar to be installed immediately following roof membrane (e.g., potential ability to share perimeter roof safety protection and material lift / lull machinery) .
4. Advising Town on project delivery systems and forms of contracts
5. Advising Town throughout the project, including turnover, closeout, commissioning, and [State audit compliance, if applicable].

6. Architect shall be the SOLE SOURCE of drawings & specifications and shall provide a tracing mechanism to track & report document distribution. Reporting to include document name, revision name & date, distribution date & form (paper/electronic) & distribution recipients. Architect shall insure all 3rd party communications specifically reference current (at the time) docs.
7. Roof installation specifications to include penetrations to facilitate electrical conduit between prospective solar array and existing building electrical service. The specifications should provide for pitch boxes with seal to facilitate penetration for an electrical conduit (up to two inches) .
8. Serve as a single point of contact between consultants, contractors and the Town.
9. Assess shading / negative impact to potential solar arrays by the addition of any new rooftop equipment and corresponding architectural screening. Coordinate and advise with solar design.
10. Ensure that the Roof contractor and Solar contractor need to work simultaneously to meet project goals and objectives on the same timeline.
11. Assist the Town, School Building Committee, and Board of Education in resolution of questions & concerns which arise during project design and construction.
12. Assist with the completion of, review and provide input on developing and submitting required Town and State filings (with associated back-up), including funding authorization requests and reimbursement requests to the State of Connecticut.
13. Attend (and, where required, represent the Town and School Building Committee at) all project meetings, including job meetings, School Building Committee meetings and any other meetings as required.
14. Make required presentations to all appropriate Town bodies (including, but not limited to the School Building Committee, the Board of Education, the Board of Selectman, the Planning and Zoning Commissions, and others (including in conjunction with the Town's engineers and construction managers where appropriate).
15. Audit contractor's quality assurance/quality control procedures.
16. Coordinate with roofing contractor to help facilitate any required manufacturer photovoltaic overburden documentation and manufacturer warranty inspections to facilitate planned solar system installation to immediately follow roof project implantation. This is to include coordinating with the solar consultant.
17. Develop and implement a procedure for review, approval and processing of contractor and professional consultant requests for payment.
18. Develop and implement a system for review and processing of change orders, including State Change Orders to relevant state officials (e.g., the Connecticut Department of Construction Services, Office of School Construction Grants and Review). This is to include assisting in presenting to the town for approval.
19. Facilitate issue resolution during construction bidding, construction & closeout.
20. Mesh Architect's document control with ASBC process & insure their document information is current in the ASBC matrix.
21. Assist in monitoring work being performed in the field and report to responsible parties.
22. Assist in monitoring and reporting of contract manager, contractor, and sub-contractor compliance with all local, state, and federal requirements.
23. Oversee and coordinate detailed project cost estimating and any required reconciliation between estimates and budgets. Identify cost control and value management options to keep the project on budget and ensure compliance with Town and Board of Education approvals, State reimbursement requirements, and School Project specifications.

24. Provide consultation services and advice by working closely with the Town's architects/engineer, construction manager, School Building Committee, Board of Selectmen, Board of Education, relevant Town and Board of Education staff, relevant State offices and officials, and the community at large on every aspect of the project.
25. Provide oversight for efficient and comprehensive communications and tracking of critical project elements (e.g., requests for information (RFI's); change orders, submittals, addendums, meeting minutes, schedules, etc.).
26. Provide Value Management/Engineering Oversight.
27. Structural evaluation of the existing roof sub-structure (metal deck and steel framing).

Project Deliverables:

- Schematic, to-scale design development and construction Drawings, specifications, and any associated technical data (calculations, suggested manufacturers' products, photographs, etc.) complete and ready for bidding.

Work by Owner:

- Hazardous material investigation or testing; remedial plans if necessary.

Timeline of the Request for Qualifications & Proposals (RFQ/P) Process for Roofing Contractor:

RFP Revisions & Approvals	Start: Fri., Jun 23, 2023	Finish: Tue., Jul 11, 2023
RFP Distribution	Start: Tue., Jul 25, 2023	Finish: Tue., Aug 1, 2023
Bid Activities (site walks, Q&A, etc.)	Start: Mon., Aug 7, 2023	Finish: Mon., Aug 28, 2023
Bid Qualification	Start: Tue, Sept 5, 2023	Finish: Tue, Sept 5, 2023
Architect Selection / Approval	Start: Mon., Sept 18, 2023	Finish: Mon., Oct 2, 2023
A&E Services Award	Start: Mon, Oct 16, 2023	Finish: Mon, Oct 16, 2023

Project Schedule:

The roof replacement work must be started as soon as school is no longer in session (June 2024) and be completed before students return for the last week in August 2024. Dates will be refined when the school year calendar is established for 2023-2024.

Reservation of Rights:

The Town reserves the right to waive informalities or to reject any or all proposals when such action is deemed to be in the best interests of the Town. The Town reserves the right to delete such items as it deems necessary from these proposals. Respondents are directed to be certain that they understand the terms and conditions as specified in this RFQP. All exceptions of the respondent to the terms and specifications of this RFQP shall be made in writing and submitted in full with the proposal. For all other terms and specifications, submission of a proposal constitutes acceptance by the respondent. It will be expected that all remaining terms and conditions expressed herein are acceptable and shall govern any resulting contract. The Town

reserves the sole right to reject proposals that contain exceptions which are unacceptable. In order to provide the requested services to the Town, the respondent must be able to demonstrate the expertise and flexibility necessary to successfully complete this work. Services shall only be provided after written authorization is received from the Town. The Town reserves the right to utilize some, all or none of the various services identified in this RFP. All services performed shall be completed to the satisfaction of the Board of Selectmen. The Town reserves the right to terminate any agreement upon ten (10) calendar days' written notice of failure by the respondent to provide service to the satisfaction of the Board of Selectmen. The Town shall not be responsible for any expenses incurred in preparing and submitting a response to this Request for Qualifications. The Town further reserves the right to request information from individual respondents and to negotiate fees and/or other terms and conditions.

Nondiscrimination

The proposer shall agree and warrant that it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental health disorder, mental disability, physical disability, or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of Ashford.

Insurance Requirements

The successful proposer shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are a part of this RFQ/P. The Town reserves the right to request from the successful proposer a complete, certified copy of any required insurance policy.

1. General Requirements

The awarded Respondent shall be responsible for maintaining insurance coverage in force for the duration of the contract of the kinds and amounts listed below, with an insurance company with an AM Best Rating of A-, VIII or better, licensed to write such insurance in the State of Connecticut and acceptable to the Town of Ashford. The respondent shall include the Town of Ashford as an Additional Insured's on all such insurance, except Workers' Compensation coverage.

The insurer shall provide the Town of Ashford with Certificates of Insurance, on a form acceptable to the Town, signed by an authorized representative of the insurance company prior to the commencement of performance of this contract describing the coverage and providing that the insurer shall give the Town of Ashford written notice of at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the Respondent's responsibility under this contract.

The Town of Ashford and the Ashford Board of Education shall be named as "Additional

Insureds.” Respondent coverage is to be provided on a primary, noncontributory basis. Waiver of subrogation in favor of the Town of Ashford and the Ashford Board of Education on all insurance coverages, including workers’ compensation. If any policy is written on a “Claims Made” basis, an extended reporting period of the applicable statute of limitations for Architects from the final completion date of the Project is required. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the Contract for the applicable statute of limitations for Architects from the final completion date of the Project-
.

Original, completed Certificates of Insurance must be presented to the Town prior to Contract execution. The successful bidder agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy. Should any of the above described policies be cancelled before the expiration date, written notice must be given to the Town thirty (30) days prior to cancellation.

In order to facilitate this requirement for insurance, it is recommended that the Respondent forward a copy of these requirements to the Respondent’s insurance representative(s).

Specific Requirements

- 1. Workers' Compensation Insurance.** The awarded Respondent shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of Five Hundred Thousand Dollars (\$500,000.00) coverage for each accident, Five Hundred Thousand Dollars (\$500,000.00) coverage for each employee by disease, Five Hundred Thousand (\$500,000.00) policy limit coverage for disease.
- 2. Commercial General Liability.** With respect to all operations which awarded respondent performs, it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for each site or project for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. Each annual aggregate limit shall not be less than Three Million Dollars (\$3,000,000.00). The limit may be provided through a combination of primary and umbrella/excess liability policies acceptable to The Town of Ashford. Blanket Contractual Liability for liability assumed under this Agreement and all other Contracts relative to the Project.
- 3. Automobile Liability.** With respect to each owned, non-owned, or hired vehicles, the awarded Respondent shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00).
- 4. Excess Liability Coverage.** With respect to the coverage provided by the awarded Respondent for this Project, excess liability insurance will be provided in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence and annual aggregate basis.
- 5. Professional Liability.** One Million Dollars (\$ 1,000,000.00) coverage per occurrence for each site or project for all damages arising out of bodily injury, personal injury, and property damage.

Aggregate Limits. Any aggregate limits must be declared to and be approved by the Town of Ashford. It is agreed that the awarded Respondent shall notify the Town of Ashford whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Respondent agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by Respondent.

- 6. Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the Town of Ashford. All deductibles or self-insured retentions are the sole responsibility of the awarded Respondent to pay and/or to indemnify.
- 7. Errors and Omissions Insurance.** The awarded Respondent shall provide and maintain Errors and Omissions Insurance with minimum limits of \$1,000,000 per occurrence with an annual aggregate of \$2,000,000. The policy shall not have a deductible greater than

\$50,000.00. Coverage shall be maintained in effect continuously for a period of the applicable statute of limitations period for Architects from the date of final completion of the Project.

The Town of Ashford, the Ashford Board of Education and the State of Connecticut shall be named as "Additional Insured." Coverage is to be provided on a primary, noncontributory basis. Waiver of subrogation in favor of the Town of Ashford, the Ashford Board of Education and the State of Connecticut is required on all applicable policies, including workers' compensation. If any policy is written on a "Claims Made" basis, the policy must be continually renewed for the applicable statute of limitations period for Architects from the final completion date of the Project. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the Contract for the applicable statute of limitations period for Architects after final completion of the Project.

Defense, Hold Harmless and Indemnification

The successful proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, the Ashford Board of Education, and the State of Connecticut, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses and expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful proposer's malfeasance, misconduct, negligence or failure to meet its obligations under the RFQ/P or the Contract. The successful proposer's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful proposer's insurance. Nothing in this section shall obligate the successful proposer to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town Indemnified Parties. In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful proposer, or anyone directly or indirectly employed or contracted with by the successful proposer, or anyone for whose acts or omissions the successful proposer is or may be liable, the successful proposer's obligations under this section shall not be limited by any limitation on the amount and type of damages, compensation or benefits payable by the successful proposer under workers' compensation acts, disability benefit acts, or other employee benefits acts. The successful proposer shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this section, which obligations shall survive the termination or expiration of this RFQ/P and the Contract. As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful proposer.

These insurance requirements are not meant to be construed as a limitation of liability. The parties agree that the amounts of insurance under this Agreement do not, in any way, limit the Respondent's liability to the Town of Ashford by virtue of this promise to indemnify and hold the Town of Ashford harmless so that in the event of any settlement of a claim or a judgment in an amount in excess of the amount of insurance coverage carried by the awarded Respondent, the

Respondent shall be liable to the Town of Ashford for the difference, plus all fees and expenses incurred in collecting same, all at the Respondent's sole cost.

The contractor must also meet all Department of Housing insurance requirements.

Freedom of Information

All proposals and any related submittals to the Town are subject to the requirements of the State of Connecticut Freedom of Information Act, regardless of whether they are marked as confidential, proprietary, or in any other manner. By the act of submitting a bid, bidders agree that they will be subject to Connecticut General Statutes Section §1-200 et seq.

Award

The Town intends, but is not required, to make one or more awards as a result of this RFQ/P that are open-ended in nature in order to provide the continuity and consistency it deems vital to the successful operation of its various programs. The Town will notify the Contractor of award or denial via US Postal Service.

Work Product Ownership

All responses and submittals received as a result of this Request for Qualifications & Proposals shall become the property of the Town upon receipt. All work products provided to the Town following award shall also be the sole property of the Town upon receipt.

Procurement Process

The Town of Ashford shall procure professional architectural services for the Project in accordance with Conn. Gen. Stat. § 10-287. The procurement process shall involve requests for qualifications, followed by requests for proposals, including fees, from the proposers meeting the qualifications criteria of the request for qualifications process. Following the qualification process, the Town of Ashford shall evaluate the proposals to determine the four most responsible qualified proposers using those criteria previously listed in the requests for qualifications and requests for proposals for selecting architectural services specific to the Project. The evaluation criteria for this Project includes due consideration of the proposer's pricing for the Project, experience with work of similar size and scope as required for this Project, organizational and team structure, including any subcontractors to be utilized by the proposer for the Project, past performance data, including, but not limited to, adherence to project schedules and project budgets and the number of change orders for projects, the approach to the Project and documented contract oversight capabilities, and any other criteria set forth in this RFQP. Final selection by the Town of Ashford will be limited to the pool of the four most responsible qualified proposers and shall include consideration of all criteria included within this RFP. As used in this subdivision, "most responsible qualified proposer" means the proposer who is qualified by the Town of Ashford when considering price and the factors necessary for faithful performance of the work based on the criteria and scope of work included in this RFQ/P.

Qualification Criteria and Required Submittal

1. Letter of Interest
2. Copy of architectural/engineering licensure by Connecticut Department of Consumer Protection. A copy of the lead firm and all proposed sub- consultants shall be provided.
3. Profile of the lead design firm. Profile shall include:
 - a. Resume of principals
 - b. Resumes of lead architect/engineer, and staff designated to the Project. Include a brief description of the role of each key staff member.
 - c. Geographic location of the design team.
 - d. Description of equipment, facilities and other resources assigned to this Project.
4. Statement of financial condition of the firm and the ability to appropriately finance the required efforts for a Project of this size and scope.
5. List of sub-consultants and roles. Provide the names and addresses of each sub- consultant, or "in-house" if self-performed by the lead design firm.
6. List of projects of similar size and scope completed with the proposed design team.
7. List a minimum of five completed school projects that are similar in size and scope to this Project with at least two of the five being schools. Information for each project shall include the following:
 - a. Project name, location and owner.
 - b. Owner's representative including contact information. Note: Owner's representative may be contacted for a referral during the review process.
 - c. Superintendent of the school district under which the project was designed including contact information. Note: The superintendent may be contacted for a referral during the review process.
 - d. 100% design estimate with base bid and alternates (if applicable).
 - e. Contract base bid award amount with accepted alternates (if applicable)
 - f. Final construction amount including the percentage of changes in the work.
 - g. Scheduled completion date of the projects compared to actual completion dates and the reasons for late completion, if any.
8. A statement concerning the firms proposed approach to the Project.
9. A statement describing the proposer's contract administration and oversight methods and capabilities
10. A statement of experience with CTDAS Office of School Construction Grants & Review.
11. Evidence that the firm can comply with the insurance requirements set forth in the RFQ/P and the attached Contract.
12. Submission of the forms attached to this RFQ/P.

Monday, August 7, 2023, 10:00 a.m. - Mandatory Walkthrough

There will be a mandatory walkthrough on Monday, August 7, 2023 at 10:00 a.m. beginning at the main entrance to Ashford School. Please contact Cynthia Ford, Ashford School Superintendent at cford@ashfordct.org or Jennifer Truax at jtruax@ashfordct.org with questions regarding the walkthrough

Monday, August 14, 2023 - Deadline for question submittals

All questions about the proposal should be directed electronically, via email to cford@ashfordct.org

Friday, August 18, 2023 – Deadline for answers to question submittals

Answers to questions will be posted to the Town of Ashford website, www.ashfordtownhall.org no later than noon under the heading Bids and Contracts

Friday, September 1, 2023 – Posting of Addenda

Any addenda will be posted on the Town's website at least two business days prior to the response deadline. All respondents are responsible for checking the Town's website for the presence and content of all addenda.

Tuesday, September 5, 2023 – Submission of Qualifications

Statement of Qualifications as described in Section VIII.A are due no later than noon local time. Statements of Qualifications shall be addressed to: Ashford Board of Selectmen, 5 Town Hall Road, Ashford, CT 06278. All Statements of Qualifications must be clearly marked on the outside of the envelope with: Request for Qualifications & Proposals Roof Replacement Project Architectural Design Services – Statement of Qualifications & Proposals. All respondents should provide (1) one original and seven (7) hard copies of their Statement of Qualifications and one digital copy (Adobe PDF). All submissions shall be provided in a **sealed** envelope, clearly marked on the outside of the envelope **Roof Replacement Architectural Design Services – Ashford School – Statement of Qualifications**. All Statements of Qualifications must be delivered to the Selectmen's Office at the above address (by mail or hand-delivered) no later than noon local time, September 5, 2023 at which time submittals will be reviewed and considered by the Town of Ashford. Responses received after this date and time will not be considered. E-mail, faxed, or late bids will not be accepted.

The Town of Ashford will review the Statement of Qualifications and then select no more than four (4) qualified firms and invite those firms to submit a cost proposal, which will be issued on or about September 25, 2023.

Submission of Cost Proposals

The Ashford School Building Committee will require the firms selected to submit a cost proposal to submit to one or more interviews. Firms selected for an interview should allow approximately forty-five minutes for an oral interview and question and answer session. The personnel attending the interview must be the project personnel the firm will utilize for the Project. Interviews will occur on or about Monday, October 2, 2023. Cost proposals will be due Monday, October 9, 2023.

Award of Contract on or about Monday, October 16, 2023, if at all.

Form of Contract.

If awarded the Project, the successful firm shall execute the AIA B101-2017 Standard form of Agreement between Owner and Architect, as modified, without exception, modification, or qualification attached hereto as Exhibit A.

The Town of Ashford is an Affirmative Action Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.

(Proposed date reserved for potential interviews)

THE TOWN OF ASHFORD IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION
EMPLOYER

See Attached Forms

Exhibit A – AIA B101-2017 Standard Form of Agreement between Owner and Architect, as modified

Form 1 – Legal Status Disclosure

Form 2 – Equal Employment Opportunity and Affirmative Action Policy

Form 3 – Non-Collusion Affidavit

List current names and titles of current officers of the corporation:

D LIMITED LIABILITY COMPANY

Owner's Full Legal Name_____

Proposer's Full Legal Name_____

Street Address_____

Mailing Address (if different) _____

Number of years engaged in business under sole proprietor or trade name _

D PARTNERSHIP

Partner's Full Legal Name_____

Proposer's Full Legal Name_____

Street Address_____

Mailing Address (if different) _____

Number of years engaged in business under sole proprietor or trade name _

Signed_____Title_____

Print Name_____Date_____

**PROPOSER'S CERTIFICATE CONCERNING EQUAL EMPLOYMENT
OPPORTUNITIES AND AFFIRMATIVE ACTION POLICY (FORM 2)
ARCHITECT FOR ROOF REPLACEMENT PROJECT
ARCHITECTURAL DESIGN SERVICES**

I/we, the respondent, certify to the TOWN OF ASHFORD that (please check all that apply):

- ☐ I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, <http://www.cslib.org/exeorder3.htm>).
- ☐ I/we do not maintain segregated facilities.
- ☐ I/we have filed all required employer's information reports.
- ☐ I/we have developed and maintain written affirmative action programs.
- ☐ I/we list job openings with federal and state employment services.
- ☐ I/we attempt to employ and advance in employment qualified handicapped individuals.
- ☐ I/we are in compliance with the Americans with Disabilities Act.

Please check one:

- ☐ I/we have an Affirmative Action Program, or
- ☐ I/we employ 10 people or fewer

Signed_____Title_____

Print Name_____Date_____

PROPOSER'S NON-COLLUSION AFFIDAVIT (FORM 3)
ARCHITECT FOR ROOF REPLACEMENT PROJECT
ARCHITECTURAL DESIGN SERVICES

The undersigned bidder, having fully informed themselves regarding the accuracy of the statements made herein certifies that:

1. The proposal is genuine; it is not a collusive or sham proposal;
2. The proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;
3. The proposer, it's employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate to any such person prior to the official opening of the proposal;
4. No elected or appointed official or other officer or employee of the Town of Ashford whose salary is payable in whole or in part from the Town of Ashford, nor any immediate family member thereof, is directly or indirectly interested in the proposer's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof. The undersigned proposer further certifies that this affidavit is executed for the purpose of inducing the Town of Ashford to consider its proposal and make an award in accordance therewith.

Signed _____ Title _____

Print Name _____ Date _____

The undersigned further certifies that this statement is executed for the purpose of inducing the Town of Ashford to consider the bid and make an award in accordance therewith.

Subscribed and sworn to me _____ on this _____ day of ____, 20____.

NOTARY PUBLIC

My commission expires: _____

DRAFT AIA® Document B101™ - 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «» day of «» in the year «2023»
(In words, indicate day, month and year.)

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

« Town of Ashford, Connecticut »«»
« 5 Town Hall Road »
« Ashford, CT 06278 »
«»

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

«»«»
«»
«»
«»

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

« Ashford School – Roof Replacement Project »
« 440 Westford Road »
« Ashford, CT 06278 »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

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ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

« As set forth in the Owner's Request for Qualifications and Proposals - Ashford School – Roof Replacement Project, attached hereto as Exhibit A. »

§ 1.1.2 The Project's physical characteristics:

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

«See Section 1.1.1, above. »

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

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

«TBD »

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

.1 Design phase milestone dates, if any:

« All design work and State of Connecticut Office of School Construction Grants & Review ("OSCG&R") review and Contractor bidding and award must be completed so that Work can commence in June 2024 »

.2 Construction commencement date:

«Approximately June 2024 immediately after the conclusion of the academic year. »

.3 Substantial Completion date or dates:

« Approximately the last week of August 2024 or when students return to school, whichever occurs first. »

.4 Other milestone dates:

« »

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

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

« Design-Bid-Build »

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

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

« Meet all applicable standards as required by OSCG&R »

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

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

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

« To be determined »

« »

« »

« »

« »

« »

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

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

« Any person or entity required by law to review the Architect's submittals for purposes of compliance with law and eligibility for funding. »

§ 1.1.9 The Owner shall retain the following consultants and contractors:

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

.1 Geotechnical Engineer:

« »« »
« »
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« »

.2 Civil Engineer:

« »« »
« »
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« »

.3 Other, if any:

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

« »

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

« To be determined »

« »
« »
« »
« »
« »

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

« »« »
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.2 Mechanical Engineer:

« »« »
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.3 Electrical Engineer:

« »« »
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« »

§ 1.1.11.2 Consultants retained under Supplemental Services:

« TBD, if necessary »

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

« None »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall provide all labor, materials, supplies, tools, equipment and other facilities and necessary appurtenances or property for or incidental to such services requested by the Owner to complete the Project. The Architect shall perform the services set forth in this Agreement as an independent contractor and in a good and workmanlike manner, consistent with: (1) Instructions, guidance and directions provided by the Owner to the Architect; (2) the terms and conditions of this Agreement; (3) the highest prevailing applicable professional or industry standards; (4) sound architectural practices; and (5) any applicable laws, rules, regulations, ordinances, codes, orders and permits of all federal, state and local governmental bodies, agencies, authorities and courts having jurisdiction.

§ 2.2.1 This Agreement does not limit the liability of the Architect for errors and omissions related to the performance of the services set forth herein.

§ 2.2.2. The Architect shall not use, publish, distribute, sell, or divulge any information obtained from the Owner through this Agreement 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 reports or other work product prepared by the Architect while performing services under this Agreement shall be owned solely and exclusively by the Owner and cannot be used by the Architect for any purpose beyond the scope of this Agreement 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.

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

§ 2.4 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 the following insurance for the duration of this Agreement and such insurance shall survive termination of this Agreement. The Architect shall be responsible for maintaining insurance coverage in force for the duration of the Contract of the kinds and amounts listed below, with an insurance company with an AM Best Rating of A-, VIII or better, licensed to write such insurance in the State of Connecticut and acceptable to the Owner.

§ 2.5.1 Commercial General Liability with policy limits of not less than « one million dollars » (\$ « 1,000,000 ») for each occurrence and « three million dollars » (\$ « 3,000,000 ») in the aggregate for bodily injury and property damage. Excess/Umbrella Liability coverage over all general and automotive liability coverages: Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than « one million dollars » (\$ « 1,000,000 ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than « five hundred thousand dollars » (\$ « 500,000 ») each accident, « five hundred thousand dollars » (\$ « 500,000 ») each employee, and « five hundred thousand dollars » (\$ « 500,000 ») policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « one million dollars » (\$ « 1,000,000 ») per claim and « one million dollars » (\$ « 1,000,000 ») in the aggregate.

§ 2.5.6.1 Errors and Omissions Insurance. The Architect shall provide and maintain Errors and Omissions Insurance with minimum limits of \$1,000,000 per occurrence with an annual aggregate of \$2,000,000. The policy shall not have a deductible greater than \$50,000.00. Coverage shall be maintained in effect continuously for a period of at least six (6) years from the date of Final Payment by Owner to Respondent.

§ 2.5.6.2 Aggregate Limits. Any aggregate limits must be declared to and be approved by the Owner. It is agreed that the Architect shall notify the Owner whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Architect agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Architect at no additional cost to the Owner.

§ 2.5.6.3 Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the Owner. All deductibles or self-insured retentions are the sole responsibility of the Architect to pay and/or to indemnify at no additional cost to the Owner.

§ 2.5.6.4 The Architect shall provide replacement/renewal certificates at least 60 days prior to the expiration of any policy. Should any of the above described policies be cancelled before the expiration date, written notice must be given to the Owner thirty (30) days prior to cancellation.

§ 2.5.6.5 If any policy is written on a "Claims Made" basis, an extended reporting period of the applicable statute of limitations for Architects from the final completion date of the Project is required. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the Contract for the applicable statute of limitations for Architects from the final completion date of the Project

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect and the Architect's consultants, if any, shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner, and the State of Connecticut, the Ashford Board of Education, and the building committee(s) for the Project and their respective departments, boards and commissions and their respective officers, agents, servants, members and employees and volunteers ("Additional Insureds") as additional insureds for claims caused in whole or in part by the Architect's or the Architect's consultants' negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Additional Insured's insurance policies and shall apply to both ongoing and completed operations. The Architect and the Architect's consultants shall provide or cause their insurers to provide at least 30 calendar days direct notice of cancellation to the Owner.

§ 2.5.8 The Architect and the Architect's consultants shall provide certificates of insurance and additional insured endorsements and/or actual insurance policies containing a blanket additional insurance clause to the Owner that evidence compliance with the requirements in this Section 2.5.

§ 2.5.9 All insurance provisions in this Agreement shall survive termination and/or partial or full performance of the Agreement.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and in Exhibit A and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 or in Exhibit A are Supplemental or Additional Services. In the event of any conflict in this Agreement concerning the services to be provided by the Architect or the obligations owed by the Architect, the broader, more expensive, more inclusive, more onerous, more time-consuming service or obligation shall be provided as determined by the Owner.

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

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

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 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 or funding from governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

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

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

§ 3.2.3 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. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

§ 3.2.5 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 representations. 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 sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, applicable law, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 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, applicable law, 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.

§ 3.3 Design Development Phase Services

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

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

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

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and

Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project and/or are providing funding for the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) 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 prepared in accordance with Section 6.3.

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 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 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as a Basic Service, consider requests for substitutions and 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 facilitating the distribution 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;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 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 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as a Basic Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions and those of its consultants. The Architect shall properly correct or remedy any damage, defects or problems caused by or related to any breach of warranty, breach of contract, design defects, negligent acts or omissions at no cost to the Owner. The Architect shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, 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, unless such date is extended due, in whole or in part, to the fault or negligence of the Architect or the Architect's consultants and in that event the Architect's or the Architect's consultant's services shall continue, without additional compensation, to the extent the Architect or the Architect's consultants were negligent or at fault.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) 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 the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 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 five (5) business days unless otherwise mutually agreed between by the Architect, Owner and Contractor.

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents, if such a requirement exists in the agreement between Owner and Contractor.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. The Architect shall also collect and submit to the Owner certified payrolls and releases of liens and claims from the Contractor and the Contractor's Subcontractors and suppliers with each Application for Payment. The Architect shall have no duty to prepare certified payrolls or releases of liens and claims, but rather only to collect them from the Contractor and submit them to the Owner as part of the payment process.

§ 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 suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, not exceeding fourteen (14) calendar days.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with 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 or exact quantities of materials required by the Contract Documents. 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 and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional for compliance with the specified performance or design criteria, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals unless the Architect or its consultants knows or should have known that such design submissions are not accurate.

§ 3.6.4.4 Subject to Section 4.2, 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 five (5) business days. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the 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 order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, 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:

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

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

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

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

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

§ 3.7 To the fullest extent permitted by law, the Architect shall defend, indemnify and hold harmless the Owner, the Ashford Board of Education, the building committee for the Project and the State of Connecticut and their respective departments, boards and commissions and their respective officers, agents, servants, members and employees and volunteers ("Indemnified Parties") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Architect's and the Architect's consultant's services under this Agreement, but only to the extent caused by the negligent acts or omissions of the Architect, the Architect's consultants and anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.7. The Architect shall also be required to pay any and all attorney's fees incurred by the Indemnified Parties in enforcing any of the Architect's obligations under this section, which obligations shall survive the termination or expiration of this Agreement. As a municipal agency of the State of Connecticut, the Owner will NOT defend, indemnify, or hold harmless the Architect.

§ 3.7.1 In claims against any person or entity indemnified under this Section 3.7 by an employee of the Architect or the Architect's consultants or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.7 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Architect or the Architect's consultants under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.7.2 The parties agree that the amounts of insurance under this Agreement do not, in any way, limit the Architect's liability to the Indemnified Parties by virtue of this promise to indemnify and hold the Indemnified Parties harmless so that in the event of any settlement of a claim or a judgment in an amount in excess of the amount of insurance coverage carried by the Architect, the Architect shall be liable to the Indemnified Parties for the difference, plus all fees and expenses incurred in collecting same, all at the Architect's sole cost. The insurance types and requirements listed in this Agreement are not intended to be a limitation of liability.

§ 3.7.3 The Architect for itself and its successors will be required to covenant and, to the fullest extent permitted by law, indemnify, defend and save harmless the Indemnified Parties from and against any and all action, causes of action, judgments, legal fees, claims, expenses and demands whatsoever, which may at any time be instituted, made, tendered or recovered against the Indemnified Parties to the extent caused by and alleged to be caused by the Architect's negligence in the performance of this Agreement.

§3.7.4 The indemnification, defense and hold harmless provisions herein shall survive termination and/or full or partial performance of this Agreement.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 Unless specifically identified to be included in Basic Services, services listed below are deemed Supplemental Services. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and unless identified to be included in Basic Services, the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	« In Basic Services »
§ 4.1.1.2 Multiple preliminary designs	In Basic Services
§ 4.1.1.3 Measured drawings	Included in Basic Services to the extent necessary to survey the existing building and produce the Architect's Instruments of Service
§ 4.1.1.4 Existing facilities surveys	Included in Basic Services to the extent necessary to survey the existing building and produce the Architect's Instruments of Service
§ 4.1.1.5 Site evaluation and planning	Included in Basic Services to the extent necessary to survey the existing building and produce the Architect's Instruments of Service
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Not Provided
§ 4.1.1.11 Value analysis	In Basic Services

§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	In Basic Services
§ 4.1.1.15 As-designed record drawings	In Basic Services
§ 4.1.1.16 As-constructed record drawings	Contractor
§ 4.1.1.17 Post-occupancy evaluation	In Basic Services as stated in Section 3.6.6.5
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	In Basic Services
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	In Basic Services to the extent required by OSCG&R
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and related equipment, technology design, bidding and administration	Not Provided
§ 4.1.1.29 Other services provided by the Architect or specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

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

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

« Not applicable. See Section 4.1, above. »

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

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

« Not Applicable »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Basic Service, design in accordance with applicable law and requirements for Project funding at no additional cost.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault or negligence of the Architect or the Architect's consultants, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service made after the Construction Documents were prepared;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .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 models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 ;
- .7 ;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto unless it is alleged that the dispute concerns the services provided by the Architect or its consultants;
- .9
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2

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

- .1 « two » (« 2 ») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 « once per week » (« 1 ») visits to the site by the Architect during construction
- .3 « two » (« 2 ») 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 « two » (« 2 ») inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 120 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services, provided such services are not caused, in whole or in part, by the fault or negligence of the Architect or the Architect's consultants.

§ 4.2.5 If the services covered by this Agreement have not been completed within « twenty four » (« 24 ») months of the date of this Agreement, through no fault or negligence of the Architect or the Architect's consultant, if any, in whole or in part, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Owner's Representative shall not have authority to amend this Agreement, authorize an adjustment in the Architect's compensation or time of performance, or otherwise excuse the Architect from performance of any obligation set forth in this Agreement. Such authority rests solely with the Owner.

§ 5.4 To the extent in the Owner's possession and if not otherwise included in Basic Services, 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 other 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.

§ 5.5 Unless included in Basic Services, and only if such services are required for the Project the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required by applicable law or the source of the funding for the Project

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

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

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

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

§ 5.12 The Owner may include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. Communications by and with the Architect's consultants shall be through the Architect unless agreed otherwise in writing.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor (Contractor's compensation may be redacted), including the General Conditions of the Contract for Construction.

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

§ 5.15

ARTICLE 6 COST OF THE WORK

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

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

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

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

§ 6.5 If at any time 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. The Architect shall make such adjustments as directed by the Owner as part of Basic Services.

§ 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(s) or negotiated proposal(s), the Owner shall

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

§7.1 Drawings, specifications, estimates, reports, schedules and other documents or work product, including those in electronic form, prepared by the Architect, or the Architect's consultants are Instruments of Service for use solely with respect to this Project or any renovations thereto and shall be the sole property of the Owner regardless of whether the Owner terminates this Agreement.

§ 7.2 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.

§ 7.3 The Architect shall deliver to the Owner the Instruments of Service in the following formats – CAD, PDF and one set of hard paper copy. CAD documents shall only be delivered upon completion of the Project or in the event of termination.

§ 7.5 The provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, 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.

§ 8.1.2 To the extent damages are covered by property insurance, the Architect waives all rights against the Owner, the Additional Insureds or any party indemnified by the Architect or its consultants under this Agreement and their respective insurers. The Owner, the Additional Insureds and any party indemnified by the Architect or its consultants and their respective insurers retain all rights of subrogation and other rights they may have. The Architect shall bind its consultants to the same waiver of subrogation provision.

§ 8.1.3 The Architect waives consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement.

§ 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 Dispute Resolution Center, New Britain, CT ("ADRC") in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

(Check the appropriate box.)

[☐] Arbitration pursuant to Section 8.3 of this Agreement

[☒] Litigation in a court of competent jurisdiction

[☐] Other: *(Specify)*

☐

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

§ 8.4 The provisions of this Article 8 shall survive the full or partial performance or termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect when due in accordance with this Agreement, which payments are not the subject of a good faith dispute, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any reasonable and documented direct expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules may be equitably adjusted.

§ 9.2 If the Owner suspends the Project, 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.

§ 9.3 If the Owner suspends the Project for more than 90 consecutive days after the Project passes referendum and the Architect is released to provide full design and construction administration services for reasons other than the fault or negligence of the Architect or the Architect's consultants, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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

§ 9.6 Unless otherwise provided in this Agreement, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services properly performed and accepted by the Owner and if applicable, the state of Connecticut prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. In no event shall the Architect or the Architect's consultants, be entitled to anticipated overhead and/or profit on services not performed or other damages of any kind or nature.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

« Zero Dollars (\$0.00) »

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

« Zero Dollars (\$0.00) »

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

§ 9.9 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.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. § 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 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, including any payments due to the Architect by the Owner prior to the assignment.

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

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

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site unless the Architect has specified the use of such substances in the Instruments of Service. In such event, the Architect shall remain fully liable to the Owner under the indemnity provisions set forth in this Agreement.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively

for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

« »

.2 Percentage Basis
(Insert percentage value)

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

.3 Other
(Describe the method of compensation)

« »

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« None. In Basic Services »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

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

« Mutually agreed lump sum price or on a time and materials basis as determined by the Owner »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « ten » percent (« 10 » %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« »

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

Schematic Design Phase	« »	percent (« »	%)
Design Development Phase	« »	percent (« »	%)
Construction Documents Phase	« »	percent (« »	%)
Procurement Phase	« »	percent (« »	%)
Construction Phase	« »	percent (« »	%)

« »
Total Basic Compensation one hundred percent (100 %)

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

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

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants 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.)*

« »

Employee or Category	Rate (\$0.00)
« »	

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

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

§ 11.9

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

« »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « zero dollars » (\$ « 0.00 ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services properly performed. Payments are due and payable within thirty (30) calendar days after the Owner receives the Architect's invoice. . To the extent not approved, the Owner shall within seven (7) calendar days, provide the Architect with the reasons therefore in writing. At which time, the Architect may correct the deficiency and resubmit the invoice for approval. In all events the Owner shall pay all amounts not in dispute in accordance with the terms of this Agreement.

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

« 0 » % « zero » No interest shall be paid by the Owner for late payments.

§ 11.10.2.2 The Owner may withhold amounts from the Architect's compensation to to offset sums requested by or paid to contractors for the cost of changes in the Work in good faith. The Architect, however, reserves all rights to challenge such withholding in a binding dispute resolution proceeding.

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

(Include other terms and conditions applicable to this Agreement.)

«
§12.1. Non-Discrimination and Affirmative Action. The Architect, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, marital status, sexual orientation, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by the Architect that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Architect further agrees that this article, (and any additional provisions required by law), will be incorporated by the Architect in all contracts entered into in connection with this Agreement.

The following are incorporated by reference into this Agreement as though fully set forth and stated herein: The 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51(1)), definition of Physically Disabled (46a-51 (15)), definition of Mentally Retarded (46a-51-13), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual Harassment (46a-60 (a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act 1 1972, and the affirmative action provisions provided in the Connecticut General Statutes Section 4a-60a. The Architect must also fully comply with Conn. Public Act 15-5. MBEs/WBEs/SBEs are encouraged to apply. Connecticut has an established an on-going commitment to providing equal opportunity to Connecticut small (SBE) and minority owned business enterprises (MBE) to contract as a contractor for the Connecticut's purchased goods and services. You are advised that there is a twenty five percent (25 %) small business sub-consultant goal that applies to this assignment. Of that twenty five percent the contractor must reserve a portion equivalent to twenty-five per cent of the portion thereof to be set aside for awards to subcontractors who are minority business enterprises. Within the letter of interest narrative, you must include the designated certified Small Business Enterprise (SBE) sub-consultant(s) which you plan to use. (The SBE sub-consultants must be currently certified by the Department of Administrative Services). All firms are advised that the prime consultant must perform the major part of the work with employees of the firm. Sub consultants may be

used to comply with (SBE) requirements or perform specialized work. Joint venturing assignments will not be allowed.

2. Executive Orders. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, concerning the listing of employment opening and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

3. Compliance with Immigration Laws. The Architect, during the term of this Agreement will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Agreement will at all times be authorized for employment in the United States of America. The Architect confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Agreement and that it will require each subcontractor or consultant, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract. The successful proposer shall defend, indemnify, and hold harmless the Owner and the Ashford Board of Education, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney's fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the Architect or its subcontractors/consultants. The Architect shall also be required to pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the Architect's obligations under this provision, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Agreement.

4. Non-Resident Contractor 5% Tax For Contracts. Conn. Gen. Stat. Sec. 12-430(7) requires non-resident contractors who perform services or furnish materials, or both, for the construction, alteration or improvement of any project in which the contract price is at least \$250,000, to furnish the Department of Revenue Services (DRS) a Guarantee Bond for 5% of the total cost of the work, issued under a contract using Form AU-766, Guarantee Bond. This form is available on the State DRS website. Form AU-766 must be submitted for each additional change order or supplement issued against the contract. Non-resident contractors must have completed and submitted to the DRS Form REG-1, Business Tax Registration Application, to register with the DRS and have been issued a Connecticut Tax Registration Number. This form is available on the DRS website. Non-resident contractors have 120 days from the commencement of the contract to file the Guarantee Bond with the State. Commencement of the contract, as defined by law, "means the time when the non-resident contractor signs the contract, but, in any event, occurs no later than when the work under the contract actually starts." As soon as the guarantee bond is filed with the DRS, the non-resident contractor shall submit the copy of such Guarantee Bond together with the non-resident contractor's Connecticut Tax Registration Number to the Town department for whom the project is required. After the non-resident contractor receives its Certificate of Compliance from the DRS confirming that the Guarantee Bond requirement has been met, the non-resident contractor shall submit a copy of the same to the department, for whom the work is being performed, with a copy to the Purchasing.

5. Equal Employment Opportunity (EEO). Minority Business Enterprises (MBE). If a project is funded in whole or in part by state or federal funds, there may be a requirement that the Architect comply with Conn. Gen. Stat. Sec. 4a-60 and applicable State regulations. On these projects it will depend upon which set-aside requirements are imposed by the funding agency. If no set-aside requirement is imposed, a statement that the contractor is required to undertake good faith efforts to include subcontractors and suppliers who are minority business enterprises will suffice and shall be deemed to be incorporated into the Contract with the Owner. If there is a set-aside goal, the Owner and Architect shall comply with the Small Contractors Set-Aside Program and the hiring goals identified by the State Commission on Human Rights and Opportunities (CHRO.)»

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

«☐»

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

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

«☐»

[«X☐»] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« Exhibit A - Owner's Request for Qualifications and Proposal – Ashford School Roof Replacement Project »

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

«☐»

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

«☐»

OWNER (Signature)

«Town of Ashford, Connecticut»«☐»

(Printed name and title)

«☐»

ARCHITECT (Signature)

«☐»«☐»

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