REQUEST FOR QUALIFICATIONS

ARCHITECTURAL AND ENGINEERING RELATED CONSULTANT SERVICES FOR THE WILLIAM J. PITKIN COMMUNITY & SENIOR CENTER ADDITION PROJECT

#2027-03

November 3, 2026

The Town of Wethersfield, Connecticut ("Town") is seeking qualifications for an architectural and engineering consultant team to develop design development plans for the construction of a roughly 10,000 square foot addition to the William J. Pitkin Community & Senior Center with limited sitework and extended drive design. Borings, geotechnical reports and surveys, in addition to environmental consultants for the purpose of inspections, testing and specifications are to be included.

A **mandatory walkthrough** for interested firms is scheduled for **Tuesday, November 10, 2026 at 10:00am and Wednesday, November 11, 2026 at 2:00pm** at the William J. Pitkin Community and Senior Center, located at 30 Greenfield Street.

If you are interested in providing a proposal, please submit it to the Wethersfield Finance Department located on the second floor of Town Hall at 505 Silas Deane Highway no later than **2:00 p.m. on Thursday, December 17, 2026.** Proposers must submit five (5) copies of their proposal and one (1) digital copy in PDF format on USB flash drive.

The Town of Wethersfield is an equal opportunity employer and is affirmatively seeking small, minority, and women owned businesses.

BACKGROUND

The William J. Pitkin Community and Senior Center provides access to materials and services to meet the informational, educational, cultural, and recreational needs of the Wethersfield community. The mission is to provide a welcoming community gathering place with access to resources and experiences that engage the imagination, provide individual and family support, promote the exchange of ideas, and get the community moving. The Town believes that it can make significant progress in achieving its mission by expanding and re-envisioning interior and exterior spaces at the Center, and further, transforming it into more of a welcoming and functional gathering place that appropriately supports the needs of the Wethersfield community.

The goal of this project is to add roughly 10,000 square feet to the current building, which will lend itself to a larger building renovation. Specifically, the plan for the addition includes: a relocation of the current Early Childhood (pre-k) two classrooms into the addition; the creation of a new Family Resource Center space with additional office and storage; new and/or expanded swing/meeting rooms; new fitness and weight rooms along with new women's and men's locker rooms; a new game room; new hallway and increased security. A narrative detailing programmatic requirements is included in Attachment A.

Preliminary schematic drawings were developed in Spring 2025 through extensive public outreach, staff input, interviews with stakeholders across the community through a feasibility study conducted by a consulting firm.

Partial funding for design has been secured through the Community Investment Funding (CIF) program administered by the Connecticut Department of Economic and Community Development (DECD). The remainder of the cost will be provided by the Town. Adherence to any and all stipulations of the CIF program and DECD are required.

Once funding is secured for construction, there is possibility of extending services provided through 100% construction ready documents and construction administration. The firms selected to provide a fee proposal shall be required to provide fees for the construction documents phase of design, bidding assistance, and construction administration. In the event funding is secured and construction moves forward, the Town intends to utilize a construction manager at risk. The construction management agreement shall be a modified version of the AIA A133-2019, with a modified version of the AIA A201-2017. Given the timing of potential funding, the construction manager will NOT provide any preconstruction phase services to the Town or the design firm. Consequently, the selected design firm, if any, shall provide all cost estimating, value analysis (value engineering), scheduling and constructability reviews during each phase of design.

Site Description

The William J. Pitkin Community Center was initially constructed as a neighborhood elementary school, known as the Greenfield School in 1956. The 9/11 Memorial wing, which includes the gymnasium, a meeting room, shower/bathroom space, and storage, was added on in 2007 and funded by the Keene Foundation. The current facility is 34,000-square-feet.

The Community Center encompasses the Senior Center, though there is not a formal delineation. Many spaces are currently used as multi-purposes rooms and numerous activities take place throughout the year in all available spaces, including; camps, training programs, conferences, rentals, non-profit meetings, community group activities and meetings, and many other activities.

There are numerous meeting rooms and/or multipurpose spaces, one large banquet room space, which can be split in two with a divider, a large gymnasium, along with an auxiliary gym, in addition to staff and storage spaces.

MANDATORY WALKTHROUGH

Attendance at one of the two scheduled walkthroughs mandatory. Walkthroughs are scheduled for **Tuesday, November 10 at 10am and Wednesday, November 11 at 2:00pm** at the William J. Pitkin Community and Senior Center, located at 30 Greenfield Street.

INQUIRIES

All questions regarding submissions shall also be directed to the purchasing agent by email at **purchasing@wethersfieldct.gov** no later than **December 3, 2026 at 2:00 p.m.** Answers to these questions, if warranted, shall be issued on the Town website on **December 9, 2026** as indicated below.

This Request for Proposals and any addendum shall only be issued on the Town web page at https://www.wethersfieldct.gov/332/Current-Open-Bids. It shall be the responsibility of all interested firms to check the website for addenda prior to submitting a response to this RFQ. No addendum shall be issued less than two calendar days before the due date unless it is to postpone the due date.

SCOPE OF SERVICES/FORM OF AGREEMENT

Phase one of this solicitation includes, and the Consultant shall provide comprehensive Architectural/Engineering services for the preparation and support of schematic design and design development plans, specifications, estimates, building code compliance, and space planning services or studies. Phase two of this solicitation is contingent on funding for construction. If funding for construction is secured, Phase two services include the construction documents phase of design, bidding assistance, and construction administration.

The selected Consultant must have sufficient staff to assure that staff is available, and to assure task continuity, prompt delivery of services and completion of assigned tasks. The selected Consultant must assign a Professional Architect/Engineer licensed by the State of Connecticut.

The selected Consultant must have the capability to provide the Town of Wethersfield with expertise in performing other functions, such as, but not limited to, preparation of permit applications, liaison functions and clerical assistance. This solicitation includes a summary of potential services which the selected Consultant may be required to provide. It is also understood that the selected Consultant will be required to complete all direct or indirect responsibilities associated with the assigned task so that the intent and desired goal of the Town can be achieved.

The selected Consultant must be able to provide two (2) informational presentations to the public/committees. The first meeting to take place will occur once schematic designs have been developed for public input, and a public meeting once design development drawings have been completed.

If funding is secured, the Town anticipates the retention of a Construction Manager, but the Construction Manager will not be retained to provide any Preconstruction services. Consequently, the firm selected as a result of this solicitation shall perform all estimating, scheduling constructability, and value analysis required during the preconstruction phase.

A. Project Schedule

Please find the schedule for this RFQ below. Changes will be posted as addenda on the Town's website. Please email purchasing@wethersfieldct.gov.

TASK	DATE
Issue Request for Proposals	November 3, 2026
Facility Walk-Throughs	Tuesday, November 10 at 10am and Wednesday, November 11 at 2:00pm
Deadline for Questions	December 3, 2026 at 2:00 p.m.
Posting Reply to Questions	December 9, 2026
Selection Committee Interviews	January 2027
Final Selection	By early February 2027
Expected Final Drawings	Spring 2028

B. Scope of Work

- Review (and refine, if needed) conceptual designs for addition
- Create preliminary designs during schematic design process, as necessary
- Complete any required existing facility surveys (borings, geotechnical reports and surveys, in addition to environmental consultants for the purpose of inspections, testing and specifications)
- Hazardous material survey and abatement plan, if necessary
- Civil Engineering, Traffic Engineering & Landscape design in accordance with Town of Wethersfield Improvements Standards
- Geotechnical and Structural Engineering
- Mechanical, Fire protection and Electrical Engineering
- Telecommunications/Data Design/Technology Equipment
- Any other specialty consultants necessary to provide a complete and usable facility
- Furnishings, fixtures, and equipment design; Interior design
- Exterior hardscapes
- The timely and accurate drafting, preparation, and submission of all required documentation to ensure maximum CIF/DECD reimbursement
- Perform detailed cost estimating for each phase of design and for construction, value engineering, scheduling, constructability reviews and planning.
- Create design development phase drawings and specifications
- If the project moves forward, create construction documents, provide bidding assistance and provide construction administration to project completion.

The architectural, engineering and related work will include:

- Meeting with Town Staff to determine requirements
- Identifying and evaluating alternatives and recommending to Town Staff the alternatives that satisfy program requirements and comply with all applicable codes
- Meetings with stakeholders to review building efficiency goals through innovative design and best practices to the extent practical based on the limitations of the existing building construction and available financial resources
- Although High Performance Building Standards are not required, cost-effective recommendations will be considered
- Development of Schematic drawings and descriptions of the work necessary to communicate the scope and intent of the work to Town boards, councils, and committees, as necessary to support local bond funding referendum and/or for external funding applications
- Design development plans
- Applications to regulatory authorities as required such as CT State Traffic

Commission, DEEP/EPA, or Army Corps
- Administration of project documentation for CIF/DECD grant reimbursement
- A proposed project schedule
- Please see the programmatic requirements for spaces in Attachment A

C. Project Deliverables

Phase one of the project shall include Schematic Design and Design Development Drawings and Specifications for the construction of a roughly 10,000 square foot addition to the William J. Pitkin Community & Senior Center with limited sitework and extended drive design. Borings, geotechnical reports and surveys, in addition to environmental consultants for the purpose of inspections, testing and specifications are to be included. Estimating, scheduling, value analysis, and constructability review is to be included in phase one services.

The Town of Wethersfield reserves the right to sever their engagement with the architect and other consultants at any time for its convenience and without cause. There is no guarantee of continued service through phase one deliverables.

Provide the following services for each of the deliverables as independent and distinct projects.
- Schematic Design & Design Development Drawings and Specifications with detailed estimates for the building addition, limited site work, and extended drive
- Preliminary meeting with CIF/DECD to review standards and expectations to receive full reimbursement
- Design Development Review – Submit project Drawings, Specifications, and any associated technical data to the CIF/DECD for Grant Reimbursement
- Compliance including energy modeling report on energy consumption reflecting the building envelope improvements and proposed mechanical systems, if needed
- Any other associated and necessary technical data (calculations, suggested manufacturers' products, photographs, etc.)
- Proposed schedule for project execution

The consultant shall be expected to be present for all of the meetings which may need to be conducted with user groups, CIF/DECD, Town Building Committee; Town Council; Park Board; Planning/Zoning/Wetlands Commission; within Town offices, on-site, or elsewhere.

If the project proceeds to phase two, the phase two deliverables shall include Construction Drawings and Specifications, and detailed estimates of probable construction costs.

EVALUATION CRITERIA FOR QUALIFICATIONS

Firms interested in being considered for this project shall clearly demonstrate that they meet the **minimum qualification criteria** of:
- Licensed to perform architecture services in Connecticut;
- Designed and completed construction of a minimum of three community center (educational, community, recreational, faith-based) and/or school projects located in Connecticut within the past 10 years;
- Familiarity of grant requirements with CIF/DECD;
- Understanding of the proposed scope of services;
- Qualifications and experience of personnel to be assigned to the project team;
- Ability to provide the services within proposed project schedule time constraints;
- Firm's awareness of project issues, opportunities, and constraints;
- Project team's composition and experience on similar projects;
- Quality and performance of past services;

- Hourly fees and expense schedule; and
    - The hourly rate and expense schedule shall remain in place for the full duration of the project.
- References feedback record.
- Recent experience with work of similar size and scope including planning/designing renovation projects for occupied centers and schools
- The technical merits of the proposal
- The ability of the firm to perform the required services within the time and budgetary limits of the contract
- Organizational and Team Structure
- Approach to the Work
- Although not required, experience planning/designing sustainable facilities including specific requirements of the High-Performance Building Standards (HPBS) may be evaluated
- Current ability to meet the insurance requirements set forth in the form of contract or a certification and representation that if awarded the project, the firm is capable of procuring the required types and limits of insurance set forth in the form of contract
- Past performance data on project oversight including, but not limited to:
    - Adherence to project schedules
    - Adherence to project budgets
    - Number and cost of change orders
    - At least three professional references

Firms will be interviewed by the Town of Wethersfield during the qualifications process at its sole discretion.

DIRECTIONS FOR WRITTEN & DIGITAL SUBMITTALS

A. Deadline

Architect's responding to this Request for Qualifications must submit to the Town of Wethersfield five (5) copies and one (1) digital copy of their Proposal no later than **2:00 p.m. December 17, 2026** to:

MAIL/COURIER/PACKAGE DELIVERY

Town of Wethersfield
Purchasing Agent | Finance Department
505 Silas Deane Highway
Wethersfield, CT 06109

Packages are to be sealed and clearly marked (**RFQ 2027-03 - Architectural and Engineering Related Consultant Services for William J. Pitkin Community and Senior Center)**. Packages or partial packages received beyond the listed time will not be opened and will not be considered.

DIGITAL SUBMISSIONS

Include one (1) digital copy of your proposal on a USB flash drive with your proposal package.

B. Content of Submission

All respondents are required to submit the information detailed below. **Responses shall be organized and presented in the order listed below to assist the Town in reviewing and rating the proposals.** The Town reserves the right to reject responses which do not follow the format given, which may be deemed non-responsive.

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

2. Letter of Transmittal - A letter of transmittal indicating the firm's interest in providing the service and any other information that would assist the Town in making a selection. This letter must be signed by a person legally authorized to bind the firm to a contract and must also affirm that the firm or their representative has made themselves knowledgeable of those matters and conditions in the Town which would influence the Response.

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

4. Description of Firm and Consultants - Describe the respondent's organization. Specify the personnel (including years of experience in their current position, municipalities served and their roles providing these services) and equipment to be assigned to the project. Supply resumes of principal personnel and document the chain of command for these individuals as an appendix. Indicate contact person for the proposal, including email address and phone numbers.

5. Qualifications - Respondent's shall provide a copy of the firm's State of Connecticut architectural license and complete a list of qualifying projects which demonstrates that the respondent meets the minimum qualification criteria listed in the Evaluation Criteria for Qualifications section of this document.

Background statement on the firm, discipline capabilities, principals, staff availability, location, and financial stability.

The Town reserves the right to contact these organizations regarding the services performed by the firm.

6. Approach to the Project - Describe the respondent's approach to the project commencing with award of consultant's contract and concluding with submission and Town approval of design development plans for phase one of the project. Continue with the project approach if the project proceeds to the construction phase in phase two. Detail any specific data your firm would require from the Town to perform the work. Describe the anticipated role that the Town will play in this project.

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

8. Address each area of evaluation set forth in the Evaluation Criteria for Qualifications section.

9. Fee Proposals from the firms invited to submit a fee proposal. A fee proposal should NOT be submitted with the firm's initial qualification package.

10. Completed attachments F through J:

- Town of Wethersfield Fair Employment Practices for Qualifications of Bidders
- Non-collusive Affidavit of Proposer
- Insurance and Indemnity Requirements
- Ordinance and Affidavit providing for Local Preference – if applicable

SELECTION PROCESS

The Town shall select a firm using the process as outlined in this RFQ.

Interested Consultants **must** attend the mandatory site walkthrough to tour the Community and Senior Center and to submit proposals to best communicate the respondent's ability to meet or exceed the requirements of the RFQ. Respondents' qualifications will be screened against the minimum criteria listed in Evaluation Criteria for Qualifications section. Respondents whose submissions do not meet the minimum qualifications shall be notified. The Town of Wethersfield shall determine at least three but no more than five responding firms as the most qualified.

All those respondents determined to meet or exceed the requirements (at least three, but no more than five) will be determined by the Selection Committee. The Selection Committee shall evaluate the short list firms using the criteria in this RFQ. The selection committee shall interview from the firms that have been short listed. After the interview, the shortlisted firms will be invited to submit a fee proposal. The Selection Committee shall then determine the most responsible qualified firm in its sole discretion.

If a firm is selected to be interviewed, the firm must present the proposed project team that will staff the project. If a contract is executed, the firm shall maintain the same project team presented at the interview for the duration of the project, unless such individual ceases to be employed by the firm.

FORM OF CONTRACT/CONTRACT AWARD

The Town of Wethersfield will award the contract for the project to one firm. The form of contract shall be a modified version of the AIA B133-2019, please see the attached example (Attachment B). By submitting a response to this solicitation, the firm warrants and represents that it shall execute the form of contract without alteration, modification, exception or condition.

GENERAL PROVISIONS

A. This request for proposal does not commit the Town of Wethersfield to award a contract or to pay any costs incurred in the preparation of a proposal to this request. The Town of Wethersfield reserves the right to accept or reject any or all proposals received as a result of this request, waive any informalities or technical defects in any proposal, to negotiate with the selected respondents, to extend the contract for an additional period, or to cancel in part or in its entirety the request for proposal, if it is in the best interests of the Town to do so.

The Town will not be liable for any costs incurred in the preparation of the response for this Request for Proposal. All proposal submissions and materials become property of the Town and will not be returned.

B. Respondents are advised that any and all materials submitted in response to this RFQ shall become the sole property of the Town of Wethersfield and shall be subject to Freedom of Information requests after evaluation and award decisions have been made.

C. The Town of Wethersfield is an equal opportunity employer, and requires an affirmative action policy for all of its Contractors and Vendors as a condition of doing business with the Town. By submitting a Proposal for this Request for Proposal, all vendors and contractors agree to this condition of doing business with the Town and should the Town choose to audit their compliance, the vendor agrees to cooperate fully.

D. Any act or acts of misrepresentation of collusion shall be a basis for disqualification of any proposal or proposals submitted by such persons guilty of said misrepresentation or collusion. In the event that the Town enters into a contract with any bidder who is guilty of misrepresentation or collusion and such conduct is discovered after the execution of said contract, the Town may cancel said contract without incurring liability, penalty or damages.

E. All deliveries of commodities or services hereunder shall comply in every respect with all applicable laws of the Federal Government and/or the State of Connecticut. Purchases made by the Town of Wethersfield are exempt from payment of Federal Excise Taxes and the Connecticut Sales Tax and such taxes must not be included in bid prices. Federal Excise Tax exemption certificates, if requested, will be furnished.

F. The selected firm, if any, shall at its own expense and cost, obtain and keep in force, the types and limits of insurance as set forth in the form of contract. Generally, the form of contract includes but is not limited to, the following types and limits of insurance:

1) General Liability: $1,000,000 per occurrence/$2,000,000 general aggregate

2) Professional Liability: $5,000,000 per claim/$5,000,000 annual aggregate

3) Auto Liability: $1,000,000 combined single accident

4) Workers Compensation: Statutory, as well as Employer Liability: $500,000/$500,000/$500,000

5) Umbrella/Excess Liability: Over General Liability, Auto Liability, and Employer Liability, at minimum of $5,000,000 per occurrence/aggregate.

6) Workers Compensation: Statutory

Note: Proposers should review the form of contract for specific insurance requirements, indemnity, defense and hold harmless obligations.

G. The proposing firm shall defend, indemnify and hold harmless the indemnitees as set forth in the form of contract. Proposers should carefully review the requirements.

ATTACHMENTS

Attachment A- Programmatic Requirements

Attachment B – AIA B133 Draft Contract

Attachment C – Master Site Plan

Attachment D – Addition and Extended Drive Site Plan

Attachment E – Extended Drive Site Plan

Attachment F – Required Form - Town of Wethersfield Fair Employment Practices for Qualifications of Bidders

Attachment G – Required Form - Non-collusive Affidavit of Proposer

Attachment H – Required - Insurance and Indemnity Requirements

Attachment I – Ordinance Providing for Local Preference

Attachment J – Affidavit Pursuant to the Ordinance Providing for Local Preference

ATTACHMENT A
PROGRAMMATIC REQUIREMENTS

Scope of Work/Project Narrative
To meet the changing needs of our community, the Town of Wethersfield is seeking an architecture/engineering firm to develop of 60% ready construction bid documents for an 10,000 square foot addition for the William J. Pitkin Community and Senior Center (the Center).

Partial Funding has been secured through the Community Investment Fund (CIF), administered by the Connecticut Department of Economic and Community Department (DECD). The remainder of funds will be provided by the Town.

The addition is part of a larger project to fully renovation the Center for which final design and construction funding has not yet been secured, nor funding for the additional.

All aspects of design should be meet Americans with Disabilities Act (ADA) criteria.

Early Childhood Classrooms & Family Resource Center
Currently there are two early childhood classrooms for pre-k children. Through the addition, the Town would like these two classrooms moved to the addition. Secure entrances are to be designed for those coming and going. The size of the classrooms is currently sufficient, and additional discussions should take place regarding their design with Center and pre-k staff. A waiting room is also desired in this area to further increase safety precautions.

- A family size/handicapped restroom is required within each classroom
- Ample storage is also a must within each classroom
- Emergency exits, if required, within each room

A closed-in outdoor playscape adjacent to the early childhood classrooms is proposed, ensuring a secure environment. Children should not be able the nearby park spaces.

Adjacent to the pre-k waiting area, a Family Resource Center is to be located. Further discussion will need to be had with staff on the final design of the space.

- Security is of the utmost importance in this area of the building
- Within the Family Resource Center there should be space for an office or two so that members of the public are able to meet with staff one-on-one
- An area should be designed where resource material may be displayed

A separate office is also to be designed within the general Early Childhood/Family Resource Center area which will stand alone.

Fitness, Weight, & Locker Rooms
It is desired that dedicated fitness and weight rooms be included in the addition. The Town would like these spaces to be added adjacent to a new hallway built between the current gymnasium and the new fitness and weight rooms.

Also, next to the current gymnasium and adjacent to the new hallways, new men's and women's locker rooms are desired. There are currently no locker rooms available within the building, and only one shower.

- Lockers should be available for patrons to be able to put clothing and other items away (only half-height rather than full-height lockers are needed)
- A shower or two in each locker room should be incorporated
- A bathroom or two with a family sized stall and changing table are required
- Storage for toiletries and cleaning supplies within the locker rooms, perhaps under sinks, as to not take away space for other needs, are to be included

Game Room

A dedicated game room is also desired within the new addition. It is proposed that this space may contain a pool table or other table top games. Some flexibility within the space is desired to be able to serve multiple groups of varying interests.

- Be able to accommodate a variety of audiences
- During the day this space should be able to accommodate our senior population (potentially a pool table setup with other moveable tables available for table top game play and socializing)
- This space should be able to be used for (pre-)teen hangout nights
- Storage should be incorporated for games and other recreational activities

Flex Rooms

Two new flex spaces are desired within the addition along with a potential increase to occur to a small conference room located in the original building along the exterior wall.

- Be able to accommodate varying audiences
- Usage would primarily be meeting space between September and June
- It is possible that these spaces may serve as an overflow room for summer camps
- Flexible furniture and seating that can be folded or stored away
- Ability to utilize A/V equipment

Storage Spaces and Hallways

Storage space is desired within the Early Childhood Classroom/Family Resource Center space for their sole use.

Additional storage space is requested where available, close to the Game Room/Locker Rooms for general storage and/or janitorial needs.

Hallways should be equipped with ADA railings and all doors should be able to open with ADA push buttons

Limited Sitework and Extended Drive Design

Improvements to the exterior of the William J. Pitkin Community & Senior Center along the addition are desired.

- Placement and connection of a generator is required
- The Pitkin Community Center site scope shall include a one-way drive around the existing building and new addition, connecting the east and west parking areas. The driveway must be designed to accommodate emergency vehicles (i.e. firetrucks). The site and drive should also be easily accessible by bus. CTtransit has been

included in preliminary meetings to discuss addition of two bus pads on site and will be need to be included in discussion for bus pad design on the new driveway in the rear of the building.

- Approximately 20 parking spaces shall be provided along the new perimeter driveway. Accessible parking spaces shall be located adjacent to the addition entrance on the south side of the building.
- Walkways shall provide accessible circulation routes from parking areas to building entrances.
- Plantings and buffer plantings shall be incorporated into the design.
- Driveways and walkways shall be illuminated by a combination of pole mounted and building mounted area lighting. Site design shall incorporate utility improvements for the current project and future connections.
- A concrete pad with a fenced enclosure to screen dumpsters shall be included in the project nearby the addition.
- Drainage and stormwater management shall be considered in the design and comply with local and State requirements.
- The site design shall include Low Impact Development improvements such as rain gardens and bioswales to mitigate stormwater runoff.
- The site design shall consider the location and layout of future or alternate improvements including but not limited to the following: a pre-k playground (ages 2-5), pavilion shade structure and patio seating areas, sensory garden area and an emergency generator with sound attenuation enclosure, fencing and pathway network.

AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the day of in the year 2026
(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 Wethersfield, CT
505 Silas Deane Highway
Wethersfield, CT 06109

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

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

William J. Pitkin Community & Senior Center Addition Project
30 Greenfield Street
Wethersfield, CT 06109

The Construction Manager (if known):
(Name, legal status, address, and other information)

To be determined.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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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.)

See Exhibit A – Owner's Request for Proposals for Architectural & Engineering Consultant Services for the William J. Pitkin Community & Senior Center Addition Project, dated November 4, 2026, attached hereto,

§ 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, Exhibit A

§ 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.)

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

.1 Design phase milestone dates, if any:

Design Development Drawings and Specifications completed by Spring 2028

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

[X] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as modified. Provided, however, that the Owner shall not retain a Construction Manager until after the completion of Construction Documents. Accordingly, the Construction Manager shall not provide any Preconstruction Services.

[ ] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

None

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

See, Exhibit A

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

To be identified by the Owner within ten (10) days after the full execution of this Agreement by the parties.

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§ 1.1.9 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 applicable law to review the Architect's submittals for purposes of compliance with laws, rules, regulations, and codes, and eligibility for DECD, or other funding.

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

.1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

To be determined

.2 Land Surveyor:

None. Not applicable.

.3 Geotechnical Engineer:

None. Not applicable

.4 Civil Engineer:

None. Not applicable

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

Commissioning consultant, if any. Hazardous Materials Consultant, if any.

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

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§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical/Plumbing/Fire Protection Engineer:

.3 Electrical Engineer:

§ 1.1.12.2 Consultants retained under Supplemental Services:

To be determined if needed

§ 1.1.13 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 may use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, or other document to establish the protocols for the development, use, transmission, and exchange of digital data.

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§ 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, or other document, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, or other document, 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.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 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 provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5 during the Bidding and Construction Phase. The Owner shall not retain a construction Manager to perform any Preconstruction Services. The Architect shall not be responsible for actions taken by the Construction Manager. Provided, however, that if the Architect becomes aware of any improper actions taken by the Construction Manager, the Architect shall promptly notify the Owner of the same in writing.

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

§ 2.5 The Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance for the duration of this Agreement and such insurance shall survive termination, full or partial performance of this Agreement.

§ 2.6.1 Commercial General Liability with policy limits of not less than two million ($ 2,000,000) for each occurrence and four million ($ 4,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million ($ 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.

§ 2.6.3 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

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primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, 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.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than one million ($ 1,000,000) each accident, one million ($ 1,000,000) each employee, and one million ($ 1,000,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ten million ($ 10,000,000) per claim and ten million ($ 10,000,000) in the aggregate.

§ 2.6.6.1 Excess/Umbrella Liability coverage over all general and automotive liability coverages: Four Million Dollars ($4,000,000) per occurrence and in the aggregate.

§ 2.6.6.2 If coverage is written on a claims made basis, an extended reporting period equivalent to the applicable statute of limitations after the Architect completes all services under this Agreement or substantial completion of the Project, whichever is longer, is required.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner, and the building committee for the Project, the State of Connecticut, 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. To the extent the Architect retains consultants, the Architect shall cause the Architect's consultants to provide insurance substantially similar to the insurance specified herein and to cause the Additional Insureds to be names as additional insureds on the Architect's consultant's insurance on a primary and non-contributory basis.

§ 2.6.8 The Architect and the Architect's consultants shall provide certificates of insurance and additional insured endorsements acceptable to the Owner that evidence compliance with the requirements in this Section 2.6.

§ 2.6.9 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 Exhibit A, and include, but not limited to, all necessary, usual and customary interior design, acoustic, technology, security, structural, mechanical, plumbing, fire protection, and electrical engineering services. Services not set forth in this Article 3, Exhibit A, or elsewhere in this Agreement as the responsibility of the Architect are Supplemental or Additional Services. In the event of any conflict in this Agreement concerning the services to be provided by the Architect and the Architect's consultants, or the obligations of the Architect and the Architect's consultants, the more expensive, more inclusive, more onerous, more time-consuming service 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. The Architect shall make presentations as set forth in Exhibit A. The Architect shall assist the Owner in applying for and obtaining funding including attending meetings with funding sources.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for,

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the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the 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 Construction Manager'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 submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services when and if the Construction Manager is retained by the Owner. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 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.

§ 3.1.6 The Architect shall contact governmental authorities, including but not limited to DECD, or other funding source required to approve the Schematic Design, Design Development and Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner in connection with the Owner's responsibility for: (1) filing documents required for the approval of governmental authorities having jurisdiction over the Project; and (2) to obtain funding for the Project from governmental authorities (e.g., DECD, or other funding source).

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal. The Architect shall assist the Owner in reviewing the Construction Manager's proposal. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager in writing.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.2.3 In all events, the Architect and the Architect's consultants shall work collaboratively with the Construction Manager, when retained by the Owner, and the Owner during all remaining phases of design, if any, to: (1) address and resolve all planning, phasing, and constructability issues; and (2) to consider value engineering alternatives.

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§ 3.3 Schematic Design Phase Services

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

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

§ 3.3.3 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.

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

§ 3.3.5 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.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives generally, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work and the requirements imposed by applicable law and DECD, or other funding source, if any. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

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

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner.

§ 3.3.7. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 Intentionally Omitted.

§ 3.4 Design Development Phase Services

§ 3.4.1 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 be based upon information provided, and estimates prepared by, the Architect r and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner. The Architect shall meet with the Owner to review the Design Development Documents.

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§ 3.4.3 Intentionally Omitted.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 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 Construction Manager 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.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project and the requirements of any funding source (e.g., DECD, or other source) into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner. The Architect shall meet with the Owner to review the Construction Documents.

§ 3.5.5 Intentionally Omitted.

§ 3.5.6 If the Project advances to the Bidding and Construction Phase, the Construction Manager shall be responsible for assembling bid packages for the various portion of the Work and to administer the bidding process in collaboration with the Owner in accordance with applicable law. The Architect shall, however, work cooperatively with the Construction Manager and Owner during the trade contractor bidding period including, by way of example, and not in limitation thereof: (1) attending pre-bid conferences; (2) answering questions and/or requests for information from the various trade contractors; (3) issuance of addenda for any trade bid package as necessary; and (4) reviewing the Construction Manager's recommendation for the award of contracts to trade contractors and advising the Owner with respect to the same.

§ 3.5.7 The Architect's scope of services pursuant to this Agreement includes all estimating and planning services for all phases of design; assistance with funding, presentations and meetings with the Owner and any authority with jurisdiction or providing funding for the Project. No Preconstruction services shall be provided by the Construction Manager for the Project.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 If the Project advances to the Construction Phase, the Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified. If the Owner and Construction Manager 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. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services 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

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consultant's services shall continue, without additional compensation, to the extent the Architect or the Architect's consultants were negligent or at fault.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager 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 Construction Manager'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 the Architect's consultants. The Architect shall promptly 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 Construction Manager or of any other persons or entities performing portions of the Work.

§ 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 Construction Manager, 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 Construction Manager, 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 Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, 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 Construction Manager 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 Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager 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 Construction Manager'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 Construction Manager is entitled to payment in the amount certified. The foregoing

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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 Claims from the Construction Manager and the Construction Manager'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 Construction Manager 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 Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager 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 Construction Manager'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, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review provided such time does not delay the Work.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with information given and 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 Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager 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 Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the purpose of checking for conformance with information given and for conformance with the specified design criteria set forth in the Contract Documents. 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 fails to perform its obligations set forth herein or know that such information is inaccurate, or incomplete based upon the standard of care expressed in this Agreement.

§ 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 with reasonable promptness so as not to delay the Work. 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 Construction Manager in accordance with the requirements of the Contract Documents.

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§ 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 Construction Manager;

.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; and

.5 Provide the Owner with As-Designed record drawings reflecting the original design and all changes made thereto by the Architect and the Architect's consultants during the Project. As-Designed record drawings shall be in electronic form designated by the Owner and in paper format.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager 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 Construction Manager, 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 Construction Manager: (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; and (3) any other documentation required of the Construction Manager under the Contract Documents.

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are included in Basic Services if expressly stated below as "In Basic Services." If the services set forth below are not expressly stated to be included in Basic Services, such services may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2, unless the services set forth below are expressly stated to be included in Basic Services. 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 Assistance with Selection of Construction Manager	Not Provided

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Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.2 Programming	In Basic Services
§ 4.1.1.3 Multiple Preliminary Designs	In Basic Services
§ 4.1.1.4 Measured drawings	In Basic Services to the extent necessary to enable the Architect to perform its obligations under this Agreement
§ 4.1.1.5 Existing facilities surveys	In Basic Services to the extent necessary to enable the Architect to perform its obligations under this Agreement
§ 4.1.1.6 Site evaluation and planning	In Basic Services to the extent necessary to enable the Architect to perform its obligations under this Agreement
§ 4.1.1.7 Building Information Model management responsibilities	Construction Manager
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	In Basic Services
§ 4.1.1.10 Landscape design	In Basic Services
§ 4.1.1.11 Architectural interior design	In Basic Services
§ 4.1.1.12 Value analysis	In Basic Services
§ 4.1.1.13 Cost estimating	In Basic Services
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction	In Basic Services
§ 4.1.1.16 As-designed record drawings	In Basic Services
§ 4.1.1.17 As-constructed record drawings	Construction Manager
§ 4.1.1.18 Post-occupancy evaluation	In Basic Services - One Year Inspection Only
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	In Basic Services
§ 4.1.1.22 Telecommunications/data design	In Basic Services
§ 4.1.1.23 Security evaluation and planning	Security design is included in Basic Services to the extent necessary to comply with Owner's Program
§ 4.1.1.24 Commissioning	Owner
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	In Basic Services to the extent necessary to comply with funding requirements
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	In Basic Services
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	TBD

§ 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.)

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§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services
The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault or negligence of the Architect, 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 material change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner other than consideration of constructability, Project phasing, or value engineering alternatives, approvals given by the Owner, or a material change in the Project including size, quality, complexity, or the Owner's schedule or budget for Cost of the Work;

.2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment or the Architect's failure to design to budget;

.3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.4 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;

.5 Services necessitated by decisions of the Owner or Construction Manager 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;

.6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients, provided, however, that the Architect and the Architect's consultants shall provide electronic backgrounds for the Construction Manager to prepare digital building information modeling for the Project at no cost.;

.7 ;

.8 ;

.9 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 cause of the dispute arises from the services of the Architect or the Architect's consultants;

.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;

.12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;

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.13 Services necessitated by the Owner's delay in engaging the Construction Manager;

.14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and

.15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment unless the result of agreed upon value engineering.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

.1 ;

.2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;

.3 ;

.4 ; or

.5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom after the establishment of the Guaranteed Maximum Price.

§ 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 Construction Manager

.2 twenty (20) 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 60 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 Construction Manager, 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 the result of or necessitated by the fault or negligence of the Architect or the Architect's consultants, in whole or in part.

§ 4.2.5 If the services covered by this Agreement have not been completed within forty-eight (48) months of the date of this Agreement, through no fault or negligence of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 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.

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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 and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 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.

§ 5.5 To the extent in the current possession of the Owner and for the Architect's convenience, 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 Owner does not warrant the accuracy or completeness of such information, if any, and the Architect shall independently verify all information provided.

§ 5.6 Intentionally Omitted.

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

§ 5.8 Intentionally Omitted.

§ 5.9 The Owner shall coordinate the services of its own consultants, if any, 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.

§ 5.10 Unless required to perform 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.

§ 5.11 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.

§ 5.12 The Owner shall provide reasonably prompt written notice to the Architect and Construction Manager 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.

§ 5.13 The Owner may include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner may notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall

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provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

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

§ 5.16 Intentionally Omitted.

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 the Construction Manager's 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 compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 Intentionally Omitted.

§ 6.3.1 Intentionally Omitted.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Documents Phase or after the receipt of all trade contractor bids, if the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work at the aforementioned phases of design, or the actual trade contractor bids including the Work performed by the Construction Manager exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Owner or the Construction Manager, as the case may be, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Architect's estimate of the Cost of the Work at the conclusion of the Design Development Phase, the Construction Documents Phase or after the receipt of all trade contractor bids exceeds the Owner's budget for the Cost of the Work, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 terminate in accordance with Section 9.5;
.3 in consultation with the Architect and Construction Manager, as the case may be, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions as necessary in the next phase of design or for rebidding of trade contractors to comply with the Owner's budget for the Cost of the Work. The Architect's revisions as provided herein shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7. Intentionally Omitted.

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.

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§ 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.

§ 7.4 The provisions of this Article 7 shall survive the termination, full or partial performance 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. The Architect shall provide written notice to the Owner of any claim the architect may have against the Owner within three (3) days of becoming aware of the circumstances giving rise to the claim. Such notice shall set forth the precise nature of the claim and the amount of the claim. In the event specified notice is not provided to the Owner within the aforementioned time period, the claim shall be deemed abandoned and waived.

§ 8.1.2 As set forth in Appendix C of Exhibit A, to the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall defend, indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.3.1 In claims against any person or entity indemnified under this Section 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 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.

§ 8.1.3.2 The indemnification and defense provisions herein shall survive termination and/or full or partial performance of this Agreement.

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

§ 8.2 Mediation

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

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

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement without a good faith basis to do so, 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 and is justified in doing so, 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 provided the Architect is adjudicated to be justified in doing so. In the event the Architect is adjudicated to be unjustified in suspending services the Architect shall be fully liable to the Owner for all direct and consequential costs and damages caused by such suspension. Provided the Architect's suspension is justified, before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules may be equitably adjusted. Further, if the Architect is adjudged to have wrongfully terminated the Agreement, the Architect shall be fully liable to the Owner for all direct and consequential costs and damages caused by such wrongful termination.

§ 9.2 Except for the contractually required pause between Design Development Documents and Construction Documents for review and funding, if the Owner suspends the Project, the Architect shall be compensated for services properly 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 may be equitably adjusted.

§ 9.3 Intentionally Omitted.

§ 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.

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§ 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 compensate the Architect for services properly performed prior to termination, Reimbursable Expenses incurred, and reasonable and documented costs attributable to termination, including the reasonable costs attributable to the Architect's termination of consultant agreements, if any.

§ 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:

No fee shall be paid

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

No fee shall be paid

§ 9.8 Intentionally Omitted.

§ 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, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 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.

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§ 10.7 The Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials provided the Owner consents in writing to the same. 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. 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 To the extent allowed by applicable law, 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)

Preliminary and Schematic Design Phase
Design Development Drawing Phase

If the Project advances past the Design Development Drawing Phase as determined by the Owner in its sole discretion:

Construction Documents Phase
Bidding Assistance
Construction Administration

.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)

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§ 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.)

A mutually acceptable lump sum fee or hourly based upon a time and materials basis pursuant to the personnel rates set forth in Exhibit B, attached hereto, as determined by the Owner.

§ 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.)

A mutually acceptable lump sum fee or hourly based upon a time and materials basis pursuant to the personnel rates set forth in Exhibit B, attached hereto, as determined by the Owner.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 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 (		%)
Construction Phase		percent (		%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 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.)

See, Exhibit B

Employee or Category	Rate ($0.00)

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§ 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;
.2 ;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Overnight postage, handling, and delivery;
.6 ;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 ;
.9 ;
.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 with the Owner's prior written approval.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

Not applicable.

§ 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 ($ 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 and accepted by the Owner. Payments are due and payable thirty (30) days of receipt of the Architect's invoice. Amounts unpaid 30 (thirty) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. In the event the Owner disagrees with all or a portion of the Architect's invoice that Owner shall provide written notice within seven (7) days setting forth 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.)

One Percent over Prime Rate as published in the Wall Street Journal %

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§ 11.10.2.2 The Owner may withhold amounts from the Architect's compensation to offset damages or costs caused by the breach of this Agreement by the Architect or caused by the fault or negligence of the Architect or the Architect's consultants, or to offset sums requested by or paid to contractors for the cost of changes in the Work.. Provided, however, that the Architect retains all rights to dispute resolution with respect to any such withholding.

§ 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 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Architect shall proceed diligently and continuously with performance of the Agreement and the Owner shall continue to make payments, which are not the subject of a good faith dispute, in accordance with this Agreement. A good faith dispute over payments of any kind shall not be cause for the Architect to cease or suspend its services under this Agreement.

§ 12.2 Equal Opportunity in Employment.

The Owner will not make employment decisions (including decisions related to hiring, assignment, compensation, promotion, demotion, disciplinary action and termination) on the basis of race, color, religion, age, sex, marital status, sexual orientation, national origin, ancestry, disability, pregnancy, genetic information, or gender identity or expression, except in the case of a bona fide occupational qualification.

1. The Architect, and on behalf of the Architect's consultants agrees and warrants that in the performance of this Agreement he/she will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, sexual orientation, mental disability or physical disability, including but not limited to blindness, unless it is shown by such person that such disability prevents performance of work involved, in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of Wethersfield in which the Project is located. The Architect also agrees to provide the Owner's Affirmative Action Officer with such information that he/she may request concerning the employment practices and procedures of the Architect and the Architect's consultants as related to the provisions of this section.

2. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment, selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

3. Nothing herein is intended to relieve the Architect from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its Agreement on this Project.

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 B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this agreement.)

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

[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 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 Proposals for Architectural & Engineering Consultant Services for the William J. Pitkin Community & Senior Center Addition Project, dated November 4, 2026;
Exhibit B – Personnel Rates (all rates include all applicable insurance, taxes, fringe benefits, overhead, and profit)

.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.

Signature	Signature
OWNER *(Signature)*	**ARCHITECT** *(Signature)*
BY:	BY:
(Printed name and title)	*(Printed name, title, and license number if required)*

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Additions and Deletions Report for
AIA® Document B133® – 2019

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PAGE 1:

AGREEMENT made as of the day of in the year 2026

Town of Wethersfield, CT

505 Silas Deane Highway

Wethersfield, CT 06109

William J. Pitkin Community & Senior Center Addition Project

30 Greenfield Street

Wethersfield, CT 06109

To be determined.

PAGE 2:

See Exhibit A – Owner's Request for Proposals for Architectural & Engineering Consultant Services for the William J. Pitkin Community & Senior Center Addition Project, dated November 4, 2026, attached hereto.

See, Exhibit A

Design Development Drawings and Specifications completed by Spring 2028

PAGE 3:

TBD

TBD

TBD

[X]AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price., as modified. Provided, however, that the Owner shall not retain a Construction Manager until after the completion of Construction Documents. Accordingly, the Construction Manager shall not provide any Preconstruction Services.

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None

See, Exhibit A

To be identified by the Owner within ten (10) days after the full execution of this Agreement by the parties.

PAGE 4:

Any person or entity required by applicable law to review the Architect's submittals for purposes of compliance with laws, rules, regulations, and codes, and eligibility for DECD, or other funding.

To be determined

None. Not applicable.

None. Not applicable

None. Not applicable

Commissioning consultant, if any. Hazardous Materials Consultant, if any.

PAGE 5:

.2 Mechanical/Plumbing/Fire Protection Engineer:

To be determined if needed

None

§ 1.3 The parties shall agree upon ~~written~~ protocols governing the transmission and use of~~, and reliance on,~~ Instruments of Service or any other information or documentation in digital form. The parties may use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, or other document 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 ~~written~~ 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, or other document, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, or other document, 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.

§ 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~~.

PAGE 6:

§ 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

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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 provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. during the Bidding and Construction Phase. The Owner shall not retain a construction Manager to perform any Preconstruction Services. The Architect shall not be responsible for actions taken by the Construction Manager. Provided, however, that if the Architect becomes aware of any improper actions taken by the Construction Manager, the Architect shall promptly notify the Owner of the same in writing.

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

§ 2.6 Insurance. The Architect shall maintain the following insurance ~~until termination~~ for the duration of this Agreement. ~~If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.~~ and such insurance shall survive termination, full or partial performance of this Agreement.

§ 2.6.1 Commercial General Liability with policy limits of not less than two million ($ 2,000,000) for each occurrence and four million ($ 4,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million ($ 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.

§ 2.6.5 Employers' Liability with policy limits not less than one million ($ 1,000,000) each accident, one million ($ 1,000,000) each employee, and one million ($ 1,000,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ten million ($ 10,000,000) per claim and ten million ($ 10,000,000) in the aggregate.

§ 2.6.6.1 Excess/Umbrella Liability coverage over all general and automotive liability coverages: Four Million Dollars ($4,000,000) per occurrence and in the aggregate.

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§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services when and if the Construction Manager is retained by the Owner. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 2.6.6.2 If coverage is written on a claims made basis, an extended reporting period equivalent to the applicable statute of limitations after the Architect completes all services under this Agreement or substantial completion of the Project, whichever is longer, is required.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella ~~policies~~polices for Commercial General Liability and Automobile Liability to include the Owner ~~as an additional insured~~, and the building committee for the Project, the State of Connecticut, 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 ~~Owner's~~ 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. To the extent the Architect retains consultants, the Architect shall cause the Architect's consultants to provide insurance substantially similar to the insurance specified herein and to cause the Additional Insureds

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to be names as additional insureds on the Architect's consultant's insurance on a primary and non-contributory basis.

§ 2.6.8 The Architect and the Architect's consultants shall provide certificates of insurance and additional insured endorsements acceptable to the Owner that evidence compliance with the requirements in this Section 2.6.

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

§ 3.1 The Architect's Basic Services consist of those described in this Article 3, and Exhibit A, and include, but not limited to, all necessary, usual and customary interior design, acoustic, technology, security, structural, mechanical, plumbing, fire protection, and electrical engineering services. Services not set forth in this Article 3 ~~are Supplemental or Additional Services~~, Exhibit A, or elsewhere in this Agreement as the responsibility of the Architect are Supplemental or Additional Services. In the event of any conflict in this Agreement concerning the services to be provided by the Architect and the Architect's consultants, or the obligations of the Architect and the Architect's consultants, the more expensive, more inclusive, more onerous, more time-consuming service 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. The Architect shall make presentations as set forth in Exhibit A. The Architect shall assist the Owner in applying for and obtaining funding including attending meetings with funding sources.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the ~~Construction Manager's review and the~~ Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the 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 Construction Manager's review, for the performance of the ~~Construction Manager's Preconstruction Phase services, 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.

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§ 3.1.6 The Architect shall~~, in coordination with the Construction Manager, contact governmental authorities required to approve the~~ contact governmental authorities, including but not limited to DECD, or other funding source required to approve the Schematic Design, Design Development and Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner ~~and Construction Manager~~ in connection with the Owner's responsibility for: (1) filing documents required for the approval of governmental authorities having jurisdiction over the Project; and (2) to obtain funding for the Project from governmental authorities (e.g., DECD, or other funding source).

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal ~~or Control Estimate~~

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal ~~or Control Estimate~~. The Architect shall assist the Owner in reviewing the Construction Manager's proposal ~~or estimate~~. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager in writing.

§ 3.2.3 In all events, the Architect and the Architect's consultants shall work collaboratively with the Construction Manager, when retained by the Owner, and the Owner during all remaining phases of design, if any, to: (1) address and resolve all planning, phasing, and constructability issues; and (2) to consider value engineering alternatives.

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§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and ~~Construction Manager and~~ shall discuss with the Owner ~~and Construction Manager~~ alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

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§ 3.5.1 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 Construction Manager's review and~~ 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 Construction Manager 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.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for ~~Construction Manager's review and~~ 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.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives generally, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work and the requirements imposed by applicable law and DECD, or other funding source, if any. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

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

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner ~~and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents~~.

§ 3.3.7 ~~Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents~~. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 ~~In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.~~ Intentionally Omitted.

§ 3.4.1 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 Construction Manager's review and~~ the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the ~~Construction Manager~~ Architect r and 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

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electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner ~~and the Construction Manager~~. The Architect shall meet with the ~~Construction Manager~~ Owner to review the Design Development Documents.

§ 3.4.3 ~~Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents~~ Intentionally Omitted.

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§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager 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 Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions~~, but~~ and those of the Architect's consultants. The Architect shall promptly 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 Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project and the requirements of any funding source (e.g., DECD, or other source) into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner ~~and Construction Manager~~ in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner ~~and the Construction Manager~~. The Architect shall meet with the ~~Construction Manager~~ Owner to review the Construction Documents.

§ 3.5.5 ~~Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.~~ Intentionally Omitted.

§ 3.5.6 If the Project advances to the Bidding and Construction Phase, the Construction Manager shall be responsible for assembling bid packages for the various portion of the Work and to administer the bidding process in collaboration with the Owner in accordance with applicable law. The Architect shall, however, work cooperatively with the Construction Manager and Owner during the trade contractor bidding period including, by way of example, and not in limitation thereof: (1) attending pre-bid conferences; (2) answering questions and/or requests for information from the various trade contractors; (3) issuance of addenda for any trade bid package as necessary; and (4) reviewing the Construction Manager's recommendation for the award of contracts to trade contractors and advising the Owner with respect to the same.

§ 3.5.7 The Architect's scope of services pursuant to this Agreement includes all estimating and planning services for all phases of design; assistance with funding, presentations and meetings with the Owner and any authority with jurisdiction or providing funding for the Project. No Preconstruction services shall be provided by the Construction Manager for the Project.

§ 3.6.1.1 ~~The~~If the Project advances to the Construction Phase, the Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified. If the Owner and Construction Manager modify AIA Document

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A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, ~~the Owner's approval of the Construction Manager's Control Estimate,~~ or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services 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.

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§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, 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 ~~reasonably~~ 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 Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager 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 Construction Manager'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 Construction Manager 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 Claims from the Construction Manager and the Construction Manager'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 Construction Manager and submit them to the Owner as part of the payment process.

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§ 3.6.4.1 The Architect shall review the Construction Manager'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, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review provided such time does not delay the Work.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, ~~but only~~ for the ~~limited~~ purpose of checking for conformance with information given and ~~the design concept expressed in~~ 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 Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services

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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 Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the ~~limited~~ purpose of checking for conformance with information given and ~~the~~ for conformance with the specified design ~~concept expressed in~~ criteria set forth in the Contract Documents. 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 fails to perform its obligations set forth herein or know that such information is inaccurate, or incomplete based upon the standard of care expressed in this Agreement.

§ 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 with reasonable promptness so as not to delay the Work. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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.3forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; ~~and~~

.4issue 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.; and

.5Provide the Owner with As-Designed record drawings reflecting the original design and all changes made thereto by the Architect and the Architect's consultants during the Project. As-Designed record drawings shall be in electronic form designated by the Owner and in paper format.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (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; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 4.1.1 The services listed below are ~~not~~ included in Basic Services if expressly stated below as "In Basic Services." If the services set forth below are not expressly stated to be included in Basic Services ~~but~~, such services may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2, unless the services set forth below are expressly stated to be included in Basic Services. 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.

Not Provided

In Basic Services

In Basic Services

In Basic Services to the extent necessary to enable the Architect to perform its obligations under this Agreement

In Basic Services to the extent necessary to enable the Architect to perform its obligations under this Agreement

In Basic Services to the extent necessary to enable the Architect to perform its obligations under this Agreement

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Construction Manager

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Not Provided

In Basic Services

In Basic Services

In Basic Services

In Basic Services

In Basic Services

Not Provided

In Basic Services

In Basic Services

Construction Manager

In Basic Services - One Year Inspection Only

Not Provided

Not Provided

In Basic Services

In Basic Services

Security design is included in Basic Services to the extent necessary to comply with Owner's Program

Owner

In Basic Services to the extent necessary to comply with funding requirements

Not Provided

In Basic Services

Not Provided

TBD

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, 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.

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.1Services necessitated by a material change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner other than consideration of constructability, Project phasing, or value engineering alternatives, approvals given by the Owner, or a material change in the Project including size, quality, complexity, or the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;

.2Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment or the Architect's failure to design to budget;

.6Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;

.7Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;

.8Preparation for, and attendance at, a public presentation, meeting or hearing, provided, however, that the Architect and the Architect's consultants shall provide electronic backgrounds for the Construction Manager to prepare digital building information modeling for the Project at no cost.;

.7 _____;

.8 _____;

.9Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto unless it is alleged that the cause of the dispute arises from the services of the Architect or the Architect's consultants;

.15Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimateunless the result of agreed upon value engineering.

.1Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;

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.3Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;

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

.5Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom after the establishment of the Guaranteed Maximum Price.

.1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

.2 twenty (20) 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 60 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

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~~Contractor~~ Construction Manager, 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 the result of or necessitated by the fault or negligence of the Architect or the Architect's consultants, in whole or in part.

§ 4.2.5 If the services covered by this Agreement have not been completed within forty-eight (48) months of the date of this Agreement, through no fault or negligence of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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

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~~§ 5.5 The Owner~~ The Owner's representative 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.~~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.

§ 5.5 To the extent in the current possession of the Owner and for the Architect's convenience, 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 Owner does not warrant the accuracy or completeness of such information, if any, and the Architect shall independently verify all information provided.

§ 5.6 ~~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~~ Intentionally Omitted.

§ 5.8 ~~If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement~~ Intentionally Omitted.

§ 5.9 The Owner shall coordinate the services of its own consultants, if any, 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.

§ 5.10 ~~The~~Unless required to perform 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.

§ 5.12 The Owner shall provide reasonably prompt written notice to the Architect and Construction Manager 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.

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§ 5.13 The Owner ~~shall~~ may include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner ~~shall promptly~~ may notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions as necessary in the ~~Construction Documents Phase as necessary~~ next phase of design or for rebidding of trade contractors to comply with the Owner's budget for the Cost of the Work ~~at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1~~. The Architect's revisions ~~in the Construction Documents Phase~~ as provided herein shall be the limit of the Architect's responsibility under this Article 6.

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and ~~shall~~ may be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 ~~The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.~~Intentionally Omitted.

§ 6.3.1 Intentionally Omitted.

§ 6.~~3~~.14 ~~If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.~~

~~§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work,~~ prior to the conclusion of the Design Development Phase, the Construction Documents Phase or after the receipt of all trade contractor bids, if the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work at the aforementioned phases of design, or the actual trade contractor bids including the Work performed by the Construction Manager exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Owner or the Construction Manager, as the case may be, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the ~~Construction Manager's~~ Architect's estimate of the Cost of the Work at the conclusion of the Design Development Phase, the Construction Documents Phase or after the receipt of all trade contractor bids exceeds the Owner's budget for the Cost of the Work, the Owner shall

.3in consultation with the Architect and Construction Manager, as the case may be, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or

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§ 6.7 ~~After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required~~

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revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment. Intentionally Omitted.

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

§ 7.2 The Architect andDrawings, specifications, estimates, reports, schedules and other documents or work product, including those in electronic form, prepared by the Architect, or the Architect's consultants shall be deemed the authors and owners of their respectiveare Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants 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.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate2 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.

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

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

§ 7.5 Except as otherwise stated in Section 7.3, thein 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.

§ 7.4 The provisions of this Article 7 shall survive the termination, full or partial performance of this Agreement.

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§ 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. The Architect shall provide written notice to the Owner of any claim the architect may have against the Owner within three (3) days of becoming aware of the circumstances giving

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rise to the claim. Such notice shall set forth the precise nature of the claim and the amount of the claim. In the event specified notice is not provided to the Owner within the aforementioned time period, the claim shall be deemed abandoned and waived.

§ 8.1.2 ~~To~~As set forth in Appendix C of Exhibit A, to the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall defend, indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 ~~The Architect and Owner waive~~ 3.1 In claims against any person or entity indemnified under this Section 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 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.

§ 8.1.3.2 The indemnification and defense provisions herein shall survive termination and/or full or partial performance of this Agreement.

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

§ 8.2.1 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.

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[X] Litigation in a court of competent jurisdiction

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

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§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement without a good faith basis to do so, 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 and is justified in doing so, 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~~ provided the Architect is adjudicated to be justified in doing so. In the event the Architect is adjudicated to be unjustified in suspending services the Architect shall be fully liable to the Owner for all direct and consequential costs and damages caused by such suspension. Provided the Architect's suspension is justified, before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and

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the time schedules ~~shall be equitably adjusted~~ may be equitably adjusted. Further, if the Architect is adjudged to have wrongfully terminated the Agreement, the Architect shall be fully liable to the Owner for all direct and consequential costs and damages caused by such wrongful termination.

§ 9.2 ~~If~~Except for the contractually required pause between Design Development Documents and Construction Documents for review and funding, if the Owner suspends the Project, the Architect shall be compensated for services properly 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~~ may be equitably adjusted.

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

§ 9.6 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 compensate the Architect for services properly performed prior to termination, Reimbursable Expenses incurred, and reasonable and documented costs attributable to termination, including the reasonable costs attributable to the Architect's termination of consultant agreements, if any.

No fee shall be paid

No fee shall be paid

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

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§ 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 ~~and Section 9.7~~.

§ 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. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~

§ 10.7 The Architect ~~shall have the right to~~ may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials provided the Owner consents in writing to the same. 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.

§ 10.8.1 ~~The~~To the extent allowed by applicable law, 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.

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Preliminary and Schematic Design Phase
Design Development Drawing Phase

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If the Project advances past the Design Development Drawing Phase as determined by the Owner in its sole discretion:

Construction Documents Phase
Bidding Assistance
Construction Administration

A mutually acceptable lump sum fee or hourly based upon a time and materials basis pursuant to the personnel rates set forth in Exhibit B, attached hereto, as determined by the Owner.

A mutually acceptable lump sum fee or hourly based upon a time and materials basis pursuant to the personnel rates set forth in Exhibit B, attached hereto, as determined by the Owner.

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

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See, Exhibit B

~~.2Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets~~;

.5 ~~Postage~~Overnight postage, handling, and delivery;

.6 ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~

~~.8If 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~~;

.12 Other similar Project-related expenditures with the Owner's prior written approval.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

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Not applicable.

§ 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.

§ 12.1 Continuing Contract Performance
Pending final resolution of a Claim, except as otherwise agreed in writing, the Architect shall proceed diligently and continuously with performance of the Agreement and the Owner shall continue to make payments, which are not the subject of a good faith dispute, in accordance with this Agreement. A good faith dispute over payments of any kind shall not be cause for the Architect to cease or suspend its services under this Agreement.

§ 12.2 Equal Opportunity in Employment.

The Owner will not make employment decisions (including decisions related to hiring, assignment, compensation, promotion, demotion, disciplinary action and termination) on the basis of race, color, religion, age, sex, marital status, sexual orientation, national origin, ancestry, disability, pregnancy, genetic information, or gender identity or expression.

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except in the case of a bona fide occupational qualification.

1.The Architect, and on behalf of the Architect's consultants agrees and warrants that in the performance of this Agreement he/she will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, sexual orientation, mental disability or physical disability, including but not limited to blindness, unless it is shown by such person that such disability prevents performance of work involved, in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of Wethersfield in which the Project is located. The Architect also agrees to provide the Owner's Affirmative Action Officer with such information that he/she may request concerning the employment practices and procedures of the Architect and the Architect's consultants as related to the provisions of this section.

2.The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment, selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

3.Nothing herein is intended to relieve the Architect from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its Agreement on this Project.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero ($ 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.

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services properly performed and accepted by the Owner. Payments are due and payable ~~upon presentation of~~ thirty (30) days of receipt of the Architect's invoice. Amounts unpaid 30 (thirty) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. In the event the Owner disagrees with all or a portion of the Architect's invoice that Owner shall provide written notice within seven (7) days setting forth 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.

One Percent over Prime Rate as published in the Wall Street Journal %

§ 11.10.2.2 The Owner ~~shall not~~ may withhold amounts from the Architect's compensation to ~~impose a penalty or liquidated damages on the Architect~~ offset damages or costs caused by the breach of this Agreement by the Architect or caused by the fault or negligence of the Architect or the Architect's consultants, or to offset sums requested by or paid to contractors for the cost of changes in the Work~~, unless~~.. Provided, however, that the Architect ~~agrees or has been found liable for the amounts in a binding dispute resolution proceeding~~retains all rights to dispute resolution with respect to any such withholding.

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.2AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:

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

[X] Other Exhibits incorporated into this Agreement:

Exhibit A - Owner's Request for Proposals for Architectural & Engineering Consultant Services for the William J. Pitkin Community & Senior Center Addition Project, dated November 4, 2026;
Exhibit B – Personnel Rates (all rates include all applicable insurance, taxes, fringe benefits, overhead, and profit)

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ATTACHMENT C

SITE INFORMATION:

ZONING DISTRICT: B SINGLE FAMILY RESIDENTIAL

USE: MUNICIPAL RECREATION FACILITY- CONDITIONAL USE BY SPECIAL PERMIT APPROVAL (CU-SP)

PROJECT AREA: 15.21 AC

	REQUIRED	EXISTING	PROPOSED
MIN. LOT AREA	7,500 SF.	653,400 SF.	EXIST.
MIN. FRONTAGE	75'	1,354'	EXIST.
MAX. BUILDING AREA (%LOT)	35%	6%	7.5%
MIN. F.Y. SETBACK	40'	109'	EXIST.
MIN. S.Y. SETBACK	15' AGGREGATE	215'	EXIST.
MIN. R.Y. SETBACK	30'	58'	40'
MAX. HEIGHT	35' OR 2 ½ STORIES	22'	25'
TOTAL PARKING SPACES	DETERMINED BY COMMISSION	156 (5HC)	176 (16HC)
BUS DROP-OFF STACKING	N/A	3+	3+ (2 BUS STOPS)

GREENFIELD STREET

PARK AVENUE

NOTT STREET

SIDEWALK ACCESS IMPROVEMENTS

ENTRANCE IMPROVEMENTS

40' F.Y. SETBACK

SIDEWALK ACCESS IMPROVEMENTS

PARKING: 70 SPACES (6HC)

DESIGNATED CATERING PARKING & KITCHEN ACCESS

PROJECT AREA: APPROX. 5.6 ACRES (244,466 SF.)

RAISED CROSSWALKS (TYP.)

SENIOR CENTER ENTRANCE

PARKING: 24 SPACES (2HC)

COMMUNITY STROLLING GARDEN W/ GAZEBO

EXIST. SOFTBALL FIELD

SOFTBALL FIELD DROP-OFF/ TURN AROUND AREA

LAWN GATHERING/ACTIVITY AREA W/ PAVILION SHADE STRUCTURE

BUS STOP SHELTER

RELOCATED GENERATOR & FENCED ENCLOSURE

FENCED RECREATION AREA (TYP.)

PATIO W/OUTDOOR SEATING

WALKWAY IMPROVEMENTS (TOWN EASEMENT)

EXISTING BUILDING

ADDITION

30' R.Y. SETBACK

NEW HYDRANT & WATER FROM NOTT STREET

ONE-WAY LOOP ROAD (22'-24' WIDE)

BIO SWALE. LOW IMPACT DEVELOPMENT (LID) MEASURES FOR STORM WATER RUN OFF (TYP.)

PARKING LOT IMPROVEMENTS: RECONSTRUCTION OF PAVEMENT, LANDSCAPED ISLANDS, FULL CUT-OFF LIGHTING (TYP.)

PARKING: 62 SPACES (6HC)

BUS DROP-OFF AREA

TRAFFIC SEPARATION ISLAND W/ STAMPED CONCRETE

MAIN ENTRANCE

BUS STOP SHELTER

7.5' S.Y. SETBACK (AGG 15')

EXIST. MEMORIAL

EXIST. WETLAND

TURN AROUND

PARKING: 8 SPACES (2HC)

DUMPSTER ENCLOSURE W/ SLIDING GATE

RAIN GARDEN. LOW IMPACT DEVELOPMENT (LID) MEASURES FOR STORM WATER RUN OFF (TYP.)

PRE-K ENTRANCE

SCREEN FENCE & BUFFER PLANTINGS (TYP.)

PRE-K PLAYGROUND EQUIPMENT W/ RUBBERIZED SAFETY SURFACE & ASPHALT TRICYCLE TRACK (AGES 2-5)

ADA ACCESSIBLE SENSORY/ THERAPY GARDEN

PRE-K PARKING: 12 SPACES

0 15' 30' 60'

SCALE: 1" = 30'-0"

CONCEPTUAL MASTER SITE PLAN

WILLIAM J. PITKIN CENTER FEASIBILITY STUDY

WETHERSFIELD, CT

MAY 23, 2025

KBA

SHAPING HOW COMMUNITIES LEARN, SERVE, AND THRIVE

ARCHITECTURE • INTERIOR DESIGN • LANDSCAPE ARCHITECTURE

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ATTACHMENT D

SITE INFORMATION:

ZONING DISTRICT: B SINGLE FAMILY RESIDENTIAL
USE: MUNICIPAL RECREATION FACILITY- CONDITIONAL USE BY SPECIAL PERMIT APPROVAL (CU-SP)
PARCEL AREA: 15.21 ACRES
PROJECT AREA: 1.5 AC

	REQUIRED	EXISTING	PROPOSED
MIN. LOT AREA	7,500 SF.	653,400 SF.	EXIST.
MIN. FRONTAGE	75'	1,354'	EXIST.
MAX. BUILDING AREA (%LOT)	35%	6%	7.5%
MIN. F.Y. SETBACK	40'	109'	EXIST.
MIN. S.Y. SETBACK	15' AGGREGATE	215'	EXIST.
MIN. R.Y. SETBACK	30'	58'	40'
MAX. HEIGHT	35' OR 2½ STORIES	22'	25'
TOTAL PARKING SPACES	DETERMINED BY COMMISSION	156 (5HC)	139 (7HC)
BUS DROP-OFF STACKING	N/A	3+	EXIST.

GREENFIELD STREET

EXIST. ENTRY/EXIT

EXIST. ENTRY/EXIT

PARKING: 46 SPACES (0HC)

EMERGENCY LOOP DRIVE (IMPACTS APPROX. 5 EXISTING SPACES @ PARKING CONNECTION)

NOTE: BUILDING FLOOR PLAN SHOW PROPOSED FUTURE RENOVATION

ACCESS DRIVEWAY (NO CURBS)

NOTE: STORMWATER DRAINAGE MEASURES THROUGHOUT (INCREASED IMPERVIOUS SURFACE)

RESTORE LAWN AREAS (TYP.)

EXIST. SOFTBALL FIELD

PROJECT AREA: APPROX. 1.53 ACRES (66,831 SF.)

RELOCATED GENERATOR & FENCED ENCLOSURE

CROSSWALK CONNECTION TO EXIST WALKWAY TO NOTT ST.

EXISTING BUILDING

ADDITION

30' R.Y. SETBACK

EXISTING PARKING: 73 SPACES (5HC)

MAIN ENTRANCE

EXIST. MEMORIAL

EXIST. WETLAND

EXIST. TURN AROUND

DESIGNATED PRE-K PARKING: 8 SPACES (2HC)

DUMPSTER ENCLOSURE W/ SLIDING GATE

RAIN GARDEN. LOW IMPACT DEVELOPMENT (LID) MEASURES FOR STORM WATER RUN OFF (TYP.)

PRE-K ENTRANCE

WALKWAY & CURB

SCREEN FENCE & BUFFER PLANTINGS (TYP.)

PRE-K PARKING: 12 SPACES

PARK AVENUE

NOTT STREET

0 15' 30' 60'
SCALE: 1" = 30'-0"

CONCEPTUAL SITE PLAN: ADDITION & EXTENDED DRIVE ONLY

WILLIAM J. PITKIN CENTER FEASIBILITY STUDY

WETHERSFIELD, CT
JUNE 5, 2025

KBA
SHAPING HOW COMMUNITIES LEARN, SERVE, AND THRIVE
ARCHITECTURE • INTERIOR DESIGN • LANDSCAPE ARCHITECTURE

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ATTACHMENT E

SITE INFORMATION:

ZONING DISTRICT: B SINGLE FAMILY RESIDENTIAL
USE: MUNICIPAL RECREATION FACILITY- CONDITIONAL USE BY SPECIAL PERMIT APPROVAL (CU-SP)
PARCEL AREA: 15.21 ACRES
PROJECT AREA: 1.5 AC

	REQUIRED	EXISTING	PROPOSED
MIN. LOT AREA	7,500 SF.	653,400 SF.	EXIST.
MIN. FRONTAGE	75'	1,354'	EXIST.
MAX. BUILDING AREA (%LOT)	35%	6%	7.5%
MIN. F.Y. SETBACK	40'	109'	EXIST.
MIN. S.Y. SETBACK	15' AGGREGATE	215'	EXIST.
MIN. R.Y. SETBACK	30'	58'	40'
MAX. HEIGHT	35' OR 2½ STORIES	22'	25'
TOTAL PARKING SPACES	DETERMINED BY COMMISSION	156 (5HC)	139 (7HC)
BUS DROP-OFF STACKING	N/A	3+	EXIST.

GREENFIELD STREET

EXIST. ENTRY/EXIT

EXIST. ENTRY/EXIT

PARKING: 46 SPACES (0HC)

EMERGENCY LOOP DRIVE (IMPACTS APPROX. 5 EXISTING SPACES @ PARKING CONNECTION)

NOTE: BUILDING FLOOR PLAN SHOW PROPOSED FUTURE RENOVATION

ACCESS DRIVEWAY (NO CURBS)

NOTE: STORMWATER DRAINAGE MEASURES THROUGHOUT (INCREASED IMPERVIOUS SURFACE)

RESTORE LAWN AREAS (TYP.)

EXIST. SOFTBALL FIELD

PROJECT AREA: APPROX. 1.53 ACRES (66,831 SF.)

RELOCATED GENERATOR & FENCED ENCLOSURE

EXISTING PARKING: 73 SPACES (5HC)

MAIN ENTRANCE

EXIST. MEMORIAL

EXIST. WETLAND

EXIST. TURN AROUND

DESIGNATED PRE-K PARKING: 8 SPACES (2HC)

DUMPSTER ENCLOSURE W/ SLIDING GATE

RAIN GARDEN. LOW IMPACT DEVELOPMENT (LID) MEASURES FOR STORM WATER RUN OFF (TYP.)

PRE-K ENTRANCE

WALKWAY & CURB

SCREEN FENCE & BUFFER PLANTINGS (TYP.)

PRE-K PARKING: 12 SPACES

CROSSWALK CONNECTION TO EXIST WALKWAY TO NOTT ST.

30' R.Y. SETBACK

ADDITION

PARK AVENUE

NOTT STREET

0 15' 30' 60'
SCALE: 1" = 30'-0"

SITE PLAN: OPTION C

WILLIAM J. PITKIN CENTER FEASIBILITY STUDY

WETHERSFIELD, CT

JUNE 5, 2025

KAESTLE BOOS associates, inc

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SITE PLAN

WILLIAM J. PITKIN CENTER FEASIBILITY STUDY

WETHERSFIELD, CT

APRIL 2, 2025

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ATTACHMENT F

FAIR EMPLOYMENT PRACTICES FOR QUALIFICATIONS OF BIDDERS
TOWN OF WETHERSFIELD, CONNECTICUT

THIS QUESTIONNAIRE ON FAIR EMPLOYMENT PRACTICES FOR THE QUALIFICATIONS OF BIDDERS IS PART OF THIS BID DOCUMENT AND MUST BE RETURNED WITH YOUR BID. FAILURE TO COMPLETE THIS FORM MAY BE SUFFICIENT CAUSE FOR REJECTION OF YOUR BID. IT WILL BE NECESSARY TO SUBMIT THIS FORM ON AN ANNUAL BASIS IN ORDER FOR THE TOWN TO MAINTAIN AND UP-TO-DATE FILE ON YOUR PROGRESS IN EQUAL OPPORTUNITY EMPLOYMENT. AS REQUIRED BY FEDERAL AND STATE LAWS AND REGULATIONS, THE TOWN MAY REQUEST ADDITIONAL EQUAL EMPLOYMENT OPPORTUNITY INFORMATION FROM YOU.

"FAIR" OR "EQUAL EMPLOYMENT" MEANS THE PRACTICE OF NOT DISCRIMINATING AMONG PERSONS ON THE BASIS OF RACE, COLOR, SEX, NATIONAL ORIGIN OR AGE.

THIS QUESTIONNAIRE WILL BE EVALUATED BY THE PURCHASING AGENT AND HIS RECOMMENDATIONS WILL BE A FACTOR IN DETERMINING WHETHER YOUR FIRM IS TO BE RETAINED ON THE TOWN'S BID LIST.

SECTION A — PLEASE ANSWER ALL THE FOLLOWING QUESTIONS:

NAME OF FIRM _____

ADDRESS_____

TELEPHONE NUMBER _____

NATURE OF BUSINESS_____

NUMBER OF FULL TIME EMPLOYEES_____

PERSON FILLING OUT FORM_____

TITLE_____

SECTION B — DO YOU HAVE A WRITTEN EQUAL EMPLOYMENT POLICY? YES___NO___

IF YES, PLEASE ATTACH COPY

IF NO, DO YOU PLAN TO ADOPT ONE IN THE NEAR FUTURE? YES___NO___

SECTION C — DO YOU HAVE A WRITTEN AFFIRMATIVE ACTION POLICY? YES___NO___

IF YES, PLEASE ATTACH COPY

IF NO, DO YOU PLAN TO ADOPT ONE IN THE NEAR FUTURE? YES___NO___

SECTION D — DO YOU UTILIZE AFFIRMATIVE ACTION IN EMPLOYMENT PRACTICES, SUCH AS ADVERTISING ALL POSITIONS WITH THE EQUAL OPPORTUNITY CLAUSE, MAKING SPECIAL EFFORTS TO RECRUIT MINORITY AND FEMALE JOB APPLICANTS AND REVIEWING JOB-TESTING PROCECURES TO ENSURE THAT NO DISCRIMINATORY BIASES EXIST.

SECTION E — PLEASE FILL OUT THE DATA REQUESTED IN THE FOLLOWING TABLE FOR ALL FULL-TIME EMPLOYEES OF YOUR ORGANIZATION. THE STATISTICS USED MUST BE NO OLDER THAN 3 MONTHS FROM THE TIME THIS BID IS SUBMITTED.

EMPLOYMENT STATUS AS OF_____

	MALE						FEMALE					
	WHITE (NON HISPANIC)	BLACK (NON HISPANIC)	HISPANIC	ASIAN/PACIFIC ISLANDER	AMERICAN INDIAN	**TOTAL MALE**	WHITE (NON HISPANIC)	BLACK (NON HISPANIC)	HISPANIC	ASIAN/PACIFIC ISLANDER	AMERICAN INDIAN	**TOTAL FEMALE**
OFFICERS/ MANAGERS												
PROFESSIONALS												
TECHNICIANS												
SALES WORKERS												
OFFICE/ CLERICAL												
CRAFTSMEN (SKILLED)												
OPERATORS (SEMI-SKILLED)												
LABORERS (UNSKILLED)												
SERVICE WORKERS												

SECTION F

NAME OF OFFICER OF FIRM_____

SIGNATURE OF OFFICER_____

DATE_____

ATTACHMENT G

TOWN OF WETHERSFIELD
Department of Finance

NON COLLUSIVE AFFIDAVIT OF PROPOSER

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

(1) the proposer developed the bid independently and submitted it without collusion with, and without any agreement, understanding, or planned common course of action with any other entity designed to limit independent bidding or competition, and

(2) the proposer, its employees and agents have not communicated the contents of the bid to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal.

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

_____	_____
Legal Name of Proposer/Firm	Business Address
_____	_____
Signature and Title	Date
_____	
Printed Name of Title Person	

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

Notary Public
My Commission Expires

_____

ATTACHMENT H

TOWN OF WETHERSFIELD

INSURANCE AND INDEMNITY REQUIREMENTS

The Contractor shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure the Contractor's obligations under this contract with an insurance company or companies with an AM Best Rating of A-: VII or better licensed to write insurance in Connecticut and acceptable to the Town of Wethersfield. Where no insurer so licensed in Connecticut will provide the required coverage, the insurer shall, at minimum, be approved to do business in Connecticut (listed on the current "White List" of the Connecticut Insurance Department).

As to all insurance required, the insurer shall provide the Purchasing Agent, Town of Wethersfield, with Certificates of Insurance prior to the execution of this contract, describing the coverage and providing that the insurer shall give the Town of Wethersfield written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Deductibles and self-insurance shall be declared in the Certificate of Insurance and are subject to the approval of the Town of Wethersfield.

Such insurance or renewals or replacements thereof shall remain in force during the Contractor's responsibility under this Agreement. The kinds and amounts of such insurance coverage shall not be less than the kinds and amounts designated herein, and the Contractor agrees that the stipulation herein of the kinds and minimum amounts of insurance coverage, or the acceptance by the Town of Wethersfield of Certificates of Insurance indicating the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage.

1. Contractor agrees to indemnify and save harmless the Town from loss, expense, damage or injury caused or occasioned, directly or indirectly, by its failure to comply with any of the following:

    a. The furnishing and paying for all necessary permits, licenses and inspection fees as called for in the plans, specifications and addenda as being his responsibility.

    b. The payment of all royalty and license fees and the defense of all suits or claims for infringement of any patent rights pertaining to work furnished by the Contractor.

    c. The payment of any loss or damage arising from any defects in materials or workmanship for a period, and to the extent, as set forth in the plans, specifications and addenda, or for a period of one year from date of acceptance, whichever is greater.

The Contractor agrees that, to the fullest extent permitted by law, it shall hold harmless and indemnify the Town and all of its officers, agents and employees (hereinafter collectively called the "Indemnitees") and shall defend and protect the Indemnitees from and against any and all loss, cost, liability, claim, damage and expense including, without limitation, reasonable attorney's fees and expenses, incurred in connection with or arising from or alleged to have occurred in connection with or arisen from (1) any injury, illness or death to any person or damage to any person or property occurring with respect to, in connection with or as a result of and to the extent caused by the negligent acts or omissions of the Contractor, its employees, subcontractors or any other person or entity for whose acts the Contractor may be liable, and (11) any litigation, whether material or immaterial, with respect to any negligent act or omission of the Contractor, its employees, subcontractors or any other person or entity for whose acts the Contractor may be liable, or with respect to or in connection with Contractor's performance or non-performance of it obligations under this agreement. As used above, the Contractor's duty to "defend and protect" shall be by counsel reasonably acceptable to the Town and "attorneys fees and expenses" shall include both reasonable attorney's and paralegals' fees and expenses. In case any action or proceeding is brought against any of the Indemnitees by reason of any such claim or liability, the Contractor, upon notice from the Town, shall protect and defend at the Contractor's sole expense such action or proceeding by counsel reasonably satisfactorily to the Town and the Town agrees to cooperate in such defense. The Contractor will pay any judgments entered against the Indemnitees or any of them after exhaustion of all appeals thereof as the Contractor shall reasonably determine to undertake. The Contractor will also pay all amounts payable in settlement or compromise of any such action or proceeding, and the Town agrees not to settle any such action or proceeding without the Contractor's consent, which

will not be unreasonably withheld. In the event the Contractor shall fail to protect and defend any of the Indemnitees, the Town may undertake to protect and defend such Indemnitees and the Contractor shall pay to the Town, upon demand, all reasonable costs and expenses incurred by the Town in connection therewith, including, without limitation, all reasonable attorneys fees and expenses.

2. The Contractor shall procure and maintain, at its own expense, the following insurance:

   a. Worker's Compensation with minimum statutory limits on Employer's Liability Part B and Occupational Disease. Workers Compensation shall include waiver of subrogation in favor of the Town and alternate employer endorsement.

   b. General Liability Insurance on an occurrence basis with minimum limits of:

      $1,000,000 Bodily Injury Per Occurrence

      $1,000,000 Property Damage
      or
      $1,000,000 Combined Single Limit

      The Town shall be listed as an additional insured as regards both premise operations and products/completed operations.

      Coverage shall include Broad Form Property Damage, Contractual Liability and Completed Operations coverage, Professional Liability where applicable and such other insurance as the Town may require. The Town requires that these aggregate limits be maintained by the Contractor as required. Contractors insurance shall be primary and non-contributory and include waiver of subrogation. It is the responsibility of the Contractor or his representative to notify the Town if ever or whenever the policy limits go below those required above. If the aggregate limits include defense costs, the Town should be so notified. It is the responsibility of the Contractor and his insuring agent to provide the Town with current certificates throughout the contract period, keeping the required limits in full force and effect. The Town of Wethersfield reserves the right to modify or change the requirements at any time if it is in the best interest of the Town to do so.

   c. Auto Liability Insurance with minimum limits of:

      $1,000,000 Bodily Injury

      $1,000,000 Property Damage
      or
      $1,000,000 Combined Single Limit

      All insurance shall be evidenced by a certificate of insurance showing the Contractor's insurance is in force and the carrier shall notify the Town that the policies will not be canceled with less than 30 days written notice to the Contractor. Contractors Insurance shall be primary and non-contributory and include waiver of subrogation.

3. On purchase orders where the cost of the work, or contract price, exceeds $100,000 or is hazardous in nature, there shall also be a $4,000,000 umbrella or excess liability layer over the underlying described above. In such case there shall also be required an Owners and Contractors Protective Liability policy issued naming the Town as named insured, with a $1,000,000 per occurrence limit.

   The wording for both named insured and additional insured shall read as follows:

   The Town of Wethersfield, The Wethersfield Board of Education (where appropriate), and its respective officers, agents and servants.

4. Professional Liability, $5,000,000 limit (Architects, Engineers, Attorneys including Town Council, Accountants, Actuaries, Agent of Record).

   Additional Coverage and Limits may be required based upon the particular services contracted.

5. Property Insurance

   a. Town shall purchase and maintain property insurance upon the Work at the site of the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or as required by law). This insurance shall include the interests of the Town, Contractor, Subcontractor and Engineer in the Work; shall insure against the perils of fire and extended coverage; shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be specified in the Supplementary Conditions; shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architect, attorney and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on or off site or in transit when such portions of the Work are to be included in an Applications for Payment.

   b. Town shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interest of the Town, Contractor, Subcontractors and Engineer in the Work, but only to the extent required by the Supplementary Conditions or by law.

   c. Town shall not be responsible for purchasing and maintaining any property insurance to protect the interests of the Contractor or Subcontractors in the work to the extent of any deductible amounts that are provided in the Supplementary Conditions. The risk of loss within the deductible amount shall be borne by the Contractor, and if Contractor wishes property insurance coverage within the limits of such amounts, Contractor may purchase and maintain it at Contractor's own expense.

   d. If Contractor requests in writing that other special insurance be included in the property insurance policy, Town shall, if possible, include such insurance, and the cost thereof shall be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the site, Town will in writing advise Contractor whether such other insurance has been procured by the Town.

   e. The policies of insurance required shall contain a provision that in the event of payment for any loss under the coverage provided, the insurer will have no rights of recovery against any of the parties enumerated. It is the intention of the Owner and Contractor that the policies shall protect all of the enumerated parties and be primary coverage for any and all losses covered by the insurance described.

6. Waiver of Rights: Town and Contractor waive all rights against each other and the Subcontractors and their agents and employees and against Engineer and separate contractors (if any) and their subcontractors' agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by Owner as trustee. Town shall require similar waivers in writing from each Subcontractor; each such waiver will be in favor of all other parties enumerated.

7. Receipt and Application of Proceeds: Town as trustee shall have power to adjust and settle any loss with the insurers. Any insured loss under the policies of insurance shall be adjusted with Owner and made payable to Town as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause. Town shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

Other Conditions

<u>Claims Made Coverage Guidelines - General or Professional Liability</u>

The Town requires that the Certificate of Insurance include the retroactive date of the policy. Retroactive dates must be either before or coincident with the Contract's inception.

The Town requires prompt and immediate notice of the following:

1. Erosion of any aggregate limits.
2. Advance of any retroactive dates.
3. Cancellation or non renewal. Prior 30 day notice.

The Town requires that any extended reporting period premium be paid by the named insured. The reporting of possible claims to the Town of Wethersfield is necessary and the Town retains the right to require that the extended reporting period be invoked by the Contractor at his/her expense. The Town requires that if any excess coverage is secured to meet the requirements that the retroactive dates be concurrent with the primary policy and that the retro dates be either before or coincident with the inception of the Contract. If the retroactive date is moved, or if the policy is canceled or not renewed, the Contractor must invoke the tail coverage option, at no expense to the Town but rather at the expense of the Contractor, in order to adequately assure that the policy meets the above requirements.

If, at any time, any of the said policies shall be or become unsatisfactory to the Town, as to form or substance, or if a surety issuing any such shall become unsatisfactory to the Town, the Bidder shall promptly obtain a new policy, submit same to the Purchasing Agent for approval and submit a certificate thereof as hereinabove required. Upon the failure of the Bidder to furnish, deliver or maintain same, this contract, at the election of the Town, may be forthwith declared suspended, discontinued or terminated. Failure of the Bidder in the above shall not relieve same from any/all liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Bidder concerning indemnification.

In the event that claims in excess of these amounts are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Bidder until such time as the Bidder shall furnish such additional security covering such claims as may be determined by the Town.

Note: Proof of insurance in accordance with these specifications must accompany bid submission.

ATTACHMENT I

ORDINANCE PROVIDING FOR LOCAL PREFERENCE

TOWN BASED BUSINESS

The term "town based business" shall mean a business with a principal business located within the Town of Wethersfield. A business shall not be considered a town based business, unless evidence submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Wethersfield. Such evidence may include evidence of ownership of or a long term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

LOWEST RESPONSIBLE BIDDERS

On any project the lowest responsible bidder shall be determined in the following order:

Provided that such town based resident bidder shall have met all other requirements set forth in this article, any town based resident bidder which has submitted a bid not more than ten (10) percent higher than the lowest most responsible bid may be awarded the bid provided such town based bidder agrees to accept the award of the bid at the amount of the lowest most responsible bid.

If more than one town based resident bidder has submitted a bid not more than ten (10) percent higher than the lowest responsible bid, the lowest responsible bidder shall be that one of the town based resident bidders which had submitted the lowest bid.

IMPLEMENTATION OF LOCAL BIDDER PREFERENCE

Any local vendor meeting the requirements of a local vendor as defined in the above ordinance responding to the solicitation shall be required to submit a signed Local Bidder Affidavit form with their bid submittal. Failure to submit an affidavit form, approved by the Town of Wethersfield, may result in your disqualification as a local vendor and ineligibility for contract award.

RESTRICTION OF USE OF LOCAL BIDDER PREFERENCE

This section shall not apply in those instances where the bid requested involves a cooperation purchasing arrangement between the town and other municipalities or the State of Connecticut.

ATTACHMENT J

AFFIDAVIT PURSUANT TO THE
ORDINANCE PROVIDING FOR LOCAL PREFERENCE

(It is not necessary to submit this form unless you are a Wethersfield Town-based Business)

The undersigned, being duly sworn, disposes and says as follows:

1. That he/she is over the age of eighteen (18) years of age;

2. That he/she believes in and understands the obligations of an oath;

3. That he/she is submitting a bid as a "town based business", pursuant to those conditions delineated in the Town of Wethersfield's Ordinance Providing for Local Preference.

_____ _____
Name of Local Bidder (Please Print) Date

_____
Signature of Local Bidder