

DRAFT AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fifth day of October in the year 2021
(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 Wilton
238 Danbury Road
Wilton, CT 06987

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

Tecton Architects
34 Sequassen Street, Suite 200
Hartford, CT 06106

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

Wilton Police Headquarters Expansion and Renovation
240 Danbury Road
Wilton, CT 06987

The Owner and Architect agree as follows.

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

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

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ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

Per attached Exhibit A. At a minimum, all items listed under the column entitled "Phase 1" will be included in the design for a new police facility.

§ 1.1.2 The Project's physical characteristics:

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

The site for the project will be the "Wilton Town Hall Complex" as illustrated on the survey provided by the Owner prepared by Ryan and Faulds, Land Surveyors dated November 5, 2019. The work area shall be limited to the immediate surrounds of the existing police facility and all design solution shall respond to the vehicular and pedestrian circulation patterns of the complex's facilities.

§ 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.)

The total maximum cost of the work, pending any adjustment resultant from the COVID pandemic delays and market impacts, authorized in writing by the Owner, is limited to Twelve Million Five Hundred Thousand dollars (\$12,500,000) or a total maximum project Cost of Fourteen Million Five Hundred Thousand dollars (\$14,500,000).

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

.1 Design phase milestone dates, if any:

Schematic Design and Design Development phases are to be complete by January 1, 2021. The timeline for subsequent design phases will be established upon the Owner's authorization to proceed pending approval by the Town of Funding.

.2 Construction commencement date:

To be determined.

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

Not applicable.

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

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

Competitive Bid.

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

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

Not applicable.

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

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

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

Chris Burney
Director of Public Works and Facilities
Town of Wilton
238 Danbury Road
Wilton, CT 06987

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

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

Not applicable.

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

.1 Geotechnical Engineer:

Welti Geotechnical, P.C.
277 Williams Street
P.O. Box 397
Glastonbury, CT 06033

.2 Land Surveyor:

Ryan and Faulds
11 Grumman Hill Road
Wilton, CT 06897

.3 Other, if any:

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

Not applicable

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

Jeffery R. McElravy, Principal
Tecton Architects, pc
34 Sequassen Street, Suite 200
Hartford, CT 06106

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

PES Structural Engineers
2446 Albany Avenue
West Hartford, CT 06117

.2 Mechanical, Electrical, Plumbing, Fire Protection and Information Technology Engineer:

Consulting Engineering Services (CES)
811 Middle Street
Middletown, CT 06457

.3 Civil Engineer:

Fuss & O'Neill
146 Hartford Road
Manchester, CT 06040

.4 Cost Estimating:

Construction Cost Solutions
P.O. Box 544
Portland, CT 06480

§ 1.1.11.2 Consultants retained under Supplemental Services:

Not applicable

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

This agreement is limited to the Schematic Design and Design Development Phases pending approval for additional funding by the Town of Wilton. The Architect shall not proceed with work beyond the identified phases above without written authorization from the Owner. The fee for subsequent phases of the work may be adjusted by mutual agreement based upon agreement to changes in the scope of work to conform with the Owner's Budget identified in paragraph 1.1.3.

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall 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.

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

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

§ 2.5 The Architect shall maintain the following insurance until termination 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.

§ 2.5.1 Commercial General Liability with policy limits of not less than **One Million (\$ 1,000,000)** for each occurrence and **Two Million (\$ 2,000,000)** in the aggregate for bodily injury and property damage.

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

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

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand (\$ 500,000) each accident, One Hundred Thousand (\$ 100,000) each employee, and Five Hundred Thousand (\$ 500,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million (\$ 2,000,000) per claim and Two Million (\$ 2,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

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

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

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

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

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

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

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

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

§ 3.4 Construction Documents Phase Services

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

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

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

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

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

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

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

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 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 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 Contractor, and (3) defects and deficiencies observed in the Work.

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

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

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

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 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. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but 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 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 <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Not provided, previously provided
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Not provided
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13 On-site project representation	Not provided
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Not provided
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Infra-structure only by Architect
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not provided
§ 4.1.1.30 Other Supplemental Services	Not provided

§ 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.)

Items indicated on the chart under paragraph 4.1.1 as “Architect” are included in the Architect’s Basic Services.

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

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

Not applicable.

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

§ 4.2 Architect’s Additional Services

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 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 Reviewing a Contractor’s submittal out of sequence from the submittal schedule approved by the Architect;

- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty-four (24) visits to the site by the Architect during construction
- .3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Three (3) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 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 Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

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

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

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

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

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

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

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

§ 5.15 Within 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.

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's

methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

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

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

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

§ 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 Contractor, 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 terminate.

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the 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 contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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

§ 8.2 Mediation

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

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

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

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

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

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

« »

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

§ 8.3 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.

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

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

§ 8.3.4 Consolidation or Joinder

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

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 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.

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

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

§ 9.6 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 performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 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:

None

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

None

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

RIDER TO
AIA DOCUMENT B101-2007 STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND ARCHITECT
BETWEEN
TOWN OF WILTON (OWNER)
AND
TECTON ARCHITECTS, P.C. (ARCHITECT)
DATED OCTOBER 5, 2021

PROJECT: POLICE HEADQUARTERS EXPANSION AND RENOVATION

The following provisions are incorporated into the above Agreement. Except as specifically indicated below, all capitalized words and phrases shall have the meanings ascribed to them in the Agreement. In the event of an inconsistency between a provision of this Rider and the Agreement, the provision in this Rider shall control.

1. *The following is inserted at the end of **Section 2.3**:* The Architect's designated representative will not be changed without the Owner's written consent, which consent shall not be unreasonably withheld. If the Architect engages the services of any consultant with the Owner's approval, the Architect shall not change or replace the consultant without the Owner's written consent, which consent shall not be unreasonably withheld.
2. ***Section 2.5.6** is deleted in its entirety and replaced with the following:* Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of note less than Five Million Dollars (\$5,000,000) per claim and Five Million Dollars (\$5,000,000) in the aggregate. The Architect agrees to maintain continuous professional liability coverage for the entire duration of the Project and for seven (7) years beyond substantial completion of the Project. If the Architect does not maintain continuous coverage, the Architect shall provide for an Extended Reporting Period in which to report claims for seven (7) years following the conclusion of the Project.
3. *The following shall be inserted as new **Section 2.6**:* The insurance policies described in Section 2.5 are referred to herein as the "Policies". Each of the Policies shall be underwritten by an insurance company licensed in the State of Connecticut to underwrite that particular form of insurance. Upon execution of this Agreement and, upon request of the Owner, at every date for renewal of the Policies, the Architect shall cause a

Certificate of Insurance to be issued by an insurance agent licensed in the State of Connecticut. Each of the Policies shall incorporate a provision requiring written notice to the Owner at least thirty (30) days prior to any cancellation, nonrenewal or reduction in limits of the Policy.

4. *The following shall be inserted as new **Section 2.7**:* The Architect shall ensure that all consultants engaged or employed by the Architect shall carry and maintain insurance in form and coverage amount consistent with the Policies. With respect to the insurance maintained by the Architect's consultants, upon execution of this Agreement and, upon request of the Owner, at every date for renewal of the Policies, the Architect shall cause a Certificate of Insurance to be issued by an insurance agent licensed in the State of Connecticut. The certificates will show the Owner as an additional insured. Each of the Policies shall incorporate a provision requiring written notice to the Owner at least thirty (30) days prior to any cancellation, nonrenewal or reduction in limits of the Policy.
5. *The following shall be inserted as new **Section 2.8**:* Upon execution of this Agreement, the Architect shall furnish evidence that the Architect and each of the Architect's consultants holds all of the licenses required by the State of Connecticut to perform the professional services described in this Agreement.
6. *The following shall be inserted at the end of **Section 3.2.7**:* If required by the extent of the Owner's comments to the Schematic Design Documents, the Architect shall revise the Schematic Design Documents as reasonably requested by the Owner, shall update the Cost of Work estimate based on the revisions and shall submit the revised Schematic Design Documents and updated Cost of Work estimate for the Owner's approval. For purposes of this Agreement: (a) "Project Budget" means Fourteen Million Five Hundred Thousand Dollars (\$14,500,000) or such higher amount of which the Owner gives the Architect written notice; and (b) "Architect's Fee" means the stipulated lump sum for the Architect's Basic Services indicated in Section 11.1. If the Architect's updated estimate indicates that the sum of the Architect's Fee and the Cost of Work will exceed the Project Budget, the Architect shall discuss with and provide to the Owner, at no additional cost, recommendations and Schematic Design Document revisions which reduce the estimate for the Cost of Work so that the sum of the Architect's Fee and the Cost of Work is within the Project Budget.
7. *The following shall be inserted at the end of **Section 3.3.2**:* If required by the extent of the Owner's comments to the Design Development Documents, the Architect shall revise the Design Development Documents as reasonably requested by the Owner, shall update the Cost of Work estimate based on the revisions and shall submit the revised Design Development Documents and updated Cost of Work estimate for the Owner's approval. If the Architect's updated estimate indicates that the sum of the Architect's Fee and the Cost of Work, will exceed the Project Budget, the Architect shall discuss with and provide to the Owner, at no additional cost, recommendations and Design Development Document revisions which reduce the estimate for the Cost of Work so that the sum of the Architect's Fee and the Cost of Work is within the Project Budget.

8. *The following shall be inserted at the end of **Section 3.4.4**: If the Architect's updated estimate indicates that the sum of the Architect's Fee and the Cost of Work, through no fault or direction of the Owner, will exceed the Project Budget, the Architect shall discuss with and provide to the Owner, at no additional cost, recommendations and Construction Document revisions which reduce the estimate for the Cost of Work so that the sum of the Architect's Fee and the Cost of Work is within the Construction Budget.*
9. *The following shall be inserted as new **Section 3.5.2.4**: If the lowest bona fide bid exceeds by more than ten percent (10%) the estimate for Cost of Work delivered by the Architect to the Owner pursuant to Section 3.4.5 and the Owner elects to continue the Project, the Architect shall, without additional charge to the Owner, modify the Construction Documents as necessary to bring the sum of the Architect's Fee and the Cost of Work within the Project Budget. The Architect shall be responsible for all of its costs associated with the redesign and rebidding of the Project, including the reproduction of revised documents and any new or revised permits based on the revised plans.*
10. *The following shall be inserted as new **Section 3.6.6.6**: If requested by the Owner, within sixty (60) days after the Work is found to be substantially complete, the Architect shall deliver to the Owner a complete set of As-Built Plans for the Project.*
11. *The following shall be inserted as new **Section 3.6.6.7**: Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, visit the Project to review the Work and shall prepare and deliver to the Owner a report indicating outstanding work to be corrected and warranty issues to be addressed by the Contractor.*
12. *In the first sentence of **Section 7.3**, the words "renovating" and "repairing" shall be added to the list of permitted purposes.*
13. ***Section 7.3.1** shall be deleted in its entirety and replaced with the following. If the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and the Architect's consultant(s) from all claims and causes of action arising from such uses except for claims and causes of action based on the Architect's negligence in preparing the Instruments of Service.*
14. *The third sentence of **Section 7.4** is deleted.*
15. *The following shall be inserted as new **Section 8.1.4**: To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner, its elected and appointed officials and employees from and against claims, damages, losses and expenses, including, without limitation, attorneys' fees, expert witness fees and court costs, arising out of or resulting from the performance of the Architect's services, including, without limitation, the failure to comply with applicable statutes, codes and regulations in the preparation of the Schematic Design Documents, Design Development Documents and Construction Documents, to the extent caused in whole or in part by*

negligent acts or omissions of the Architect, a consultant hired or retained by the Architect or anyone directly or indirectly employed by them.

16. The percentage in **Section 11.4** shall be changed from ten percent to zero percent.

17. The percentage in **Section 11.8.2** shall be changed from ten percent to zero percent.

18. *The following shall be inserted at the end of Section 11.8.2:* The total of Reimbursable Expenses shall not exceed \$5,000.00.

19. *The third sentence of Section 11.10.2.1 is deleted in its entirety and replaced with the following:* Amounts unpaid thirty (30) days after presentation to the Owner's Finance Department with all required approvals shall bear interest at the Prime Rate, as published in the Wall Street Journal.

20. *The following is inserted as Section 12.1: Counterparts and Electronic Signatures.* This Agreement and the Rider may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of the Agreement and Rider and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of the Agreement and Rider as to the parties and may be used in lieu of the original Agreement and Rider for all purposes.

OWNER

ARCHITECT

(Signature)

(Signature)

Lynne Vanderslice, First Selectwomen
(Printed Name and Title)

Jeffery R. McElravy, Principal
(Printed Name and Title)

1 . Public			PHASE 1	STORY
1.01	Vestibule	60 s.f.	60 s.f.	1
1.02	Lobby	400 s.f.	400 s.f.	1
1.03	Public Interview/Licensing Room/Caucus	150 s.f.	120 s.f.	1
1.04	Male Restroom	160 s.f.	60 s.f.	1
1.05	Female Restroom	160 s.f.	60 s.f.	1
Subtotal:		930 s.f.	700 s.f.	
2 . Dispatch Center				
2.01	V.I.P. /Main Desk	40 s.f.	40 s.f.	1
2.02	Dispatch Center	700 s.f.	700 s.f.	1
2.03	Unisex Restroom	60 s.f.	60 s.f.	1
2.04	Break Area	120 s.f.	120 s.f.	1
2.05	Communications Equipment Room/IT	200 s.f.	200 s.f.	B
		1,120 s.f.	1,120 s.f.	
3 . Records				
3.01	Records Room	240 s.f.	240 s.f.	1
3.02	Central Photocopy	30 s.f.	30 s.f.	1
		270 s.f.	270 s.f.	
4 . Multi-Purpose Room				
4.01	Training Room/E.O.C.	1200 s.f.		
4.02	Supply Storage	15 s.f.		
4.03	Furniture Storage	115 s.f.		
4.04	Kitchenette	80 s.f.		
		1410 s.f.		
5 . Patrol Facilities				
5.01	Sergeants	385 s.f.		
5.02	Report Preparation	142 s.f.		
5.03	Mail Station	24 s.f.		
5.04	Training Officer	140 s.f.		
5.05	Briefing/Roll Call	280 s.f.		
5.06	Quartermaster Storage	25 s.f.		
5.07	Weapons Cleaning	70 s.f.		
5.08	Armory	18 s.f.		
5.09	Ammunition Storage	12 s.f.		
5.10	Traffic/Accident Reconstruction Storage	42 s.f.		
		1,138 s.f.		
6 . General Office				
6.01	Community Relations/Crime Prevention/Intern	168 s.f.	168 s.f.	1
6.02	Equipment Storage	40 s.f.	40 s.f.	1
		208 s.f.	208 s.f.	

7 . Investigative					
7.01	Lieutenant's Office	140 s.f.	140 s.f.	2	
7.02	Detective Squad Room	360 s.f.	360 s.f.	2	
7.03	Youth Bureau	220 s.f.	220 s.f.	2	
7.04	Standard Interview Room	100 s.f.	100 s.f.	2	
7.05	Soft Interview Room	100 s.f.	100 s.f.	2	
7.06	Tactical Planning Room	0 s.f.			
7.07	Equipment Storage Room	20 s.f.	20 s.f.	2	
Subtotal:		940 s.f.	940 s.f.		
8 . Department Administration					
8.01	Administrative Assistant	144 s.f.	144 s.f.	2	
8.02	Chief's Office	200 s.f.	200 s.f.	2	
8.03	Patrol Lieutenant's Office x 2	280 s.f.	280 s.f.	2	
8.04	Future Office (Lieutenant)	140 s.f.	140 s.f.	2	
8.05	Captain's Office x 2	300 s.f.	300 s.f.	2	
8.06	Conference Room	265 s.f.	265 s.f.	2	
8.07	Administration Unisex Restroom	60 s.f.	60 s.f.	2	
8.08	Coffee Area	12 s.f.	12 s.f.	2	
8.09	Office Supply Storage	15 s.f.	15 s.f.	2	
Subtotal:		1,416 s.f.	1,416 s.f.		
9 . Staff Facilities					
9.01	Male Restroom/Shower	240 s.f.			
9.02	Male Locker Room	850 s.f.			
9.03	Female Restroom/Shower	250 s.f.	250 s.f.	B	
9.04	Female Locker Room	200 s.f.	200 s.f.	B	
9.05	Break Room	225 s.f.			
9.06	Fitness Room	400 s.f.			
9.07	Union Office	60 s.f.			
9.08	PBA Storage	15 s.f.			
9.09	Bunking Area	0 s.f.			
9.10	Duty Bag Storage	42 s.f.			
9.11	Radio Equipment Storage	18 s.f.			
9.12	Dry Cleaning	20 s.f.			
9.13	Miscellaneous Male Restroom	60 s.f.			
9.14	Miscellaneous Female Restroom	60 s.f.			
9.15	Wash Down	60 s.f.			
Subtotal:		2,500 s.f.	450 s.f.		
10 . Property and Evidence					
10.01	Evidence Laboratory	160 s.f.			
10.02	Computer Forensics	144 s.f.			
10.03	Evidence Receiving	75 s.f.			
10.04	Evidence Storage	170 s.f.			
10.05	Seized Weapons Storage	42 s.f.			
10.06	Bulk Property Storage	320 s.f.			
Subtotal:		911 s.f.			

11 .	Prisoner Processing			
	11.01	Sally Port/Vehicle Processing (2 bay)	900 s.f.	
	11.02	Cruiser Supply	40 s.f.	
	11.03	Picking Area	25 s.f.	
	11.04	Processing Area	300 s.f.	
	11.05	Holding Cell	80 s.f.	
	11.06	Custodial Closet	20 s.f.	
	11.07	Interview Room	100 s.f.	
	11.08	Detention Restroom/shower	50 s.f.	
			1,515 s.f.	
12 .	Detention Facilities			
	12.01	Unisex Cell Blocks x 4	520 s.f.	
			520 s.f.	
13 .	Storage Facilities			
	13.01	Emergency Response Team Vehicle Storage (1 bc	600 s.f.	
	13.02	Emergency Respose Team Supply	40 s.f.	
	13.03	Baby Seat Storage	40 s.f.	
	13.04	First Aid	20 s.f.	
	13.05	General Storage	120 s.f.	
			820 s.f.	
14 .	Firearms Training (Simulation)			
	14.01	Firearms Training Simulator Room	0 s.f.	
			0 s.f.	
15 .	Building Services			
	15.01	Custodial Closets x 3	60 s.f.	40 s.f.
	15.02	Boiler Room	400 s.f.	200 s.f. B
	15.03	Electrical Room	120 s.f.	80 s.f. B
	15.04	Emergency Electrical Room	80 s.f.	80 s.f. B
			660 s.f.	400 s.f.
16 .	Vertical Circulation			
	16.01	Stairs x Two Floors x 2	800 s.f.	600 s.f.
	16.02	Elevator x Two floors	140 s.f.	210 s.f.
	16.03	Elevator Machine Room	60 s.f.	60 s.f. B
			1000 s.f.	870 s.f.
	Summation			
		Facility net area:	15,358 s.f.	6,374 s.f.
		Net to gross adjustment (25%)	3,840 s.f.	1,594 s.f.
		Facility gross area total:	19,198 s.f.	7,968 s.f.

September 28, 2021

Lynne Vanderslice, First Selectwoman
Board of Selectmen
c/o Town of Wilton
Wilton Town Hall
238 Danbury Road
Wilton, CT 06897

RE: Fee Proposal – Architectural & Engineering Services for the Design of a New Police Station for the Town of Wilton, Connecticut

Tecton Project #: WIL01AR

Dear Lynne,

Thank you for providing Tecton Architects with the opportunity to submit a proposal for the professional design services of your new Police facility.

We have reviewed the following provided documents:

Statement of Requirements prepared by the Wilton Police Department, revised 02/10/2020

Wilton Police Department Conceptual Design Study prepared by Tecton Architects, dated February of 2020.

Tecton Architects is prepared to enter into a contract based upon the Town's standard form of contract. Tecton's Hourly Rate schedule for any approved hourly services is attached.

This proposal will define the detailed professional services that you will need to support the schematic design and estimating of this project. Section A defines your project goals, as we understand them; Section B lists the consultant team we plan to use; and Section C outlines the scope of services that Tecton will provide to assist you in reaching those goals. In Section D, Clarifications, you will find some of the tasks that you, as The Owner, will have to provide outside of this agreement in order to achieve your goals. This section will also clarify certain tasks that Tecton will not be providing as part of the base agreement, or which are offered as additional services outside of the base agreement. Section E outlines our proposed fee for the project and Section F lists the Tecton Architects Staff assigned to carry out the work.

A. DESCRIPTION OF PROJECT

The project as described herein represents Tecton Architect's understanding of the scope of work anticipated by the Town of Wilton for full designer services for a new approximately 19,000 square foot Police Facility to be located between the existing Town Hall and the existing Police Facility/ The work will also include demolition of the existing police facility after the department relocates into the new facility and all associated sitework necessary to fulfill the site programmatic requirements. At this time the scope of design services is limited to schematic design and design development phases of the work. Continuation of services through Construction Documents, Bidding and Construction Administration Services are subject to funding approval at a Town Meeting circa January of 2022 and fees for those phases will be addressed via an amendment to this proposal.

B. PROPOSED CONSULTANTS:

The following engineering firms have worked with Tecton on many similar projects, and we are confident that they will perform to meet our expectations and needs.

Architectural Design
Interior Design
Civil Engineering & Landscape Design
Structural Engineering
MEP Engineering
Specifications
Estimating

Tecton Architects
Tecton Architects
Fuss & O'Neill
PES Structural Engineers
Consulting Engineering Services (CES)
Architex
Construction Cost Solutions

C. SCOPE OF PROFESSIONAL DESIGN SERVICES

The design services provided will be through schematic and design development phases which includes the selection and the general layout of systems and design elements. Design details to the construction document level are not included in this proposal. The services for this professional team will be coordinated by Tecton and will include the following:

Architectural Services will include design of the following:

1. Building Design – design and specification of the building and core infrastructure.
2. Interior Design - design and specification of all interior spaces and finishes. A Finish Board will be generated for presentation purposes.
3. FF&E Layout only.
4. Site Design – design of the site plan layout and site features working with our civil engineer and landscape architect.
5. Site Plan Approvals– coordination of the applications for Site Plan approvals, Planning Board approval, and Conservation Commission approval including attendance at necessary Design Review Team, Board and agency meetings.
6. Cost Estimating – we will work with our Cost Estimator to manage the project design to the budget, and to provide appropriate alternates to adjust for the vagaries of the bidding market. Two (2) estimates will be prepared for the new Police Headquarters, one at each at the completion of SD, and DD phases.
7. Project design meetings – as necessary with committee members will be held on a mutually agreed upon schedule.

MEP Engineering Services will include the engineering of the following:

1. Plumbing Systems
 - a. Plans and specifications for the installation of a new plumbing system, which shall include the distribution of hot and cold water, vent and waste piping and hot water generation.
 - b. Plans and specifications for the installation of a new water service to the building from the local Water Company's point of connection. We will contact the utility to confirm requirements of design.
 - c. Plans and specifications for the installation of gas piping to the mechanical equipment.
 - d. Plans and specifications for the installation of a new gas service to the building from the local gas company's point of connection. We will contact the local gas company to coordinate and to verify the availability of the required service.
2. HVAC Systems
 - a. Plans and specifications for the installation of a new heating, ventilation and air conditioning system. This system will include all necessary heat generation equipment, air handling equipment, cooling equipment, distribution ductwork, and associated controls.
 - b. Plans and specifications for the installation of a new exhaust system for the restrooms, cells and prisoner processing, evidence storage and other miscellaneous spaces. The system will be composed of exhaust fans, exhaust ductwork and exhaust grilles.
 - c. Plans and specifications for the installation of a new CO monitoring and exhaust system. The system will be composed of exhaust fans, exhaust ductwork, monitoring devices and associated controls.

3. Fire Protection Systems

- a. Plans and specifications for the installation of a new fire protection system in accordance with NFPA 13. We will verify the existing available service pressure and base the design on same.
- b. Plans and specifications for the installation of a new fire protection service to the building from the local water company's point of connection. We will coordinate the service with the local Water Company.

4. Electrical Systems

- a. Plans and specifications for the installation of a new electrical service to the building from the local utility company's point of connection. We will contact the local electric utility company during design to confirm the utility requirements of design.
- b. Plans and specifications for the installation of a new telephone and cable TV service to the building from the local utility companies' point of connection. We will contact the local Telephone, Internet, and Cable Television Companies utilities during design to confirm the requirements of design.
- c. Plans and specifications for the installation of a new electrical distribution system throughout the building to support general receptacles, mechanical equipment, and other miscellaneous equipment.
- d. Plans and specifications for the installation of new lighting, exit signage and emergency lighting. We will coordinate with your office the selection of the lighting fixtures for all areas.
- e. Plans and specifications for the installation of a new fire alarm system to meet the specific code requirements.
- f. Plans and specifications for the installation of a new telephone/data infrastructure system in accordance with the owner's requirements. This will include the conduits, wiring, jacks, back boxes, IT closet design with racks and punch down blocks. We will meet with Town's IT personnel to confirm the telephone and IT infrastructure requirements will work for the Owner's vendors.
- g. Plans and specifications for the installation of a new building mounted and site lighting system for the parking lot and pedestrian areas.
- h. Plans and specifications for the installation of an emergency generator, automatic transfer switches and associated controls. The emergency system shall support the boiler plant, air-handling equipment, data processing equipment, emergency lights and exit signs, elevators, etc.
- i. Plans for a building security system and card access system. Security system will be limited to exterior and interior cameras and card-access into restricted areas.
- j. Plans and specifications for a lightning protection system.
- k. We will design the required electrical service to support an elevator if it is required by the design.

Structural Engineering Services will include the engineering of the following:

1. Building footings, foundations, and slabs
2. Structural frame system, floor systems, roof system.

Landscape Design Services will include the design of the following:

1. Landscaping – planting layout and specifications.

Civil Engineering Services will include the engineering of the following:

1. Site Layout Plan – will define the building and detailed pavement plan showing parking, access driveways, walkways, site lighting and signage.
2. Grading Plan – detailed site grading and drainage
3. Storm Drainage Plan - from building to connection point of existing utilities (including drainage calculations and sustainable design solutions).

- 4. Building Utilities – water, firewater, electric, gas, storm, and phone/cable/data connections.

D. CLARIFICATION NOTES

Some of the responsibilities of the Owner and some clarifications of the process of our work are listed below.

- 1. The following site and existing facility investigations have been previously prepared and provided by the client for use on the project by Tecton.
 - a. Site Survey & Wetlands
 - b. Borings and geotechnical report
- 2. Design services for the abatement of hazardous materials are **not included** in this proposal.
- 3. Should field surveys uncover unknown conditions or requirements necessitating additional professional services those services will be provided as an additional-fee service. Those findings shall be incorporated into the program and design of the project.
- 4. Inventories of the Client's existing systems-furniture, loose furniture, equipment, or other fixtures are not included in this proposal. If requested these services can be provided as an additional service.
- 5. Access to the project site and any existing structures will be necessary to complete the work. We will expect that the Owner will facilitate access when requested.
- 6. It is recognized that the Architect does not have control over the cost of labor, materials or equipment or the construction methods of determining bid prices, or over competitive bidding, market or negotiating conditions.
- 7. The cost of generating special presentation materials beyond that described in the scope of work has not been included in the fee and will be considered reimbursable.
- 8. For Fixed Fee projects, change in the scope of the project significantly beyond those that were the basis for proposal, shall be considered an additional service.
- 9. This proposal has been based upon site conditions warranting conventional structural foundations. If site geotechnical conditions require special foundations or piles and additional fee may be requested to cover that analysis and design.

E. COST OF SERVICES

The scope of professional services for this proposal has been defined above. The **Fixed-Fee Cost** for those services will be as follows.

The fee breakdown is as follows:

<i>Schematic Design:</i>	\$195,750
<i>Design Development</i>	\$261,000
<i>Estimating:</i>	\$25,000
<i>Permitting Services:</i>	T.B.D.
<i>Construction Documents</i>	T.B.D.
<i>Bidding</i>	T.B.D.
<i>Construction Administration</i>	T.B.D.

Total Fee for Services as described in the scope of work: \$481,750

For any requested additional services, Tecton will submit a written proposal for approval prior to commencing the work. For such additional services, the following hourly rates shall apply:

Professional Rates

2021

The following rates will be applied to tasks that the client has agreed to pay on an hourly basis, or to tasks that have specifically been approved by the client as extra hourly services to a fixed fee contract.

These rates are subject to periodic adjustment due to changes in labor rates and overhead costs. The hourly rates charged shall be those that prevail at the time services are rendered.

Architecture & Interiors	Hourly Rate
PRINCIPAL	\$200
SENIOR PROJECT MANAGER	\$190
PROJECT MANAGER	\$175
SENIOR PROJECT ARCHITECT	\$170
PROJECT ARCHITECT	\$160
SENIOR ARCHITECTURAL DESIGNER	\$165
ARCHITECTURAL DESIGNER II	\$135
ARCHITECTURAL DESIGNER I	\$110
BIM PROJECT LEADER	\$145
BIM MODELER II	\$120
BIM MODELER I	\$90
CONSTRUCTION ADMINISTRATOR	\$145
SENIOR INTERIOR DESIGNER	\$150
INTERIOR DESIGNER II	\$125
INTERIOR DESIGNER I	\$100
LICENSED BUILDING OFFICIAL	\$165
PROFESSIONAL ASSISTANT	\$90
MARKETING AND COMMUNICATIONS	\$110
GRAPHIC DESIGNER	\$80

F. PROJECT MANAGEMENT:

Tecton will administer this contract through the following key staff:

Principal in Charge
Project Manager
Production Leader
Production Support
Interior Designer

Jeff Wyszynski
Jeff McElravy
Rebecca Hopkins
John Vitti
Brianna Hoyle

As additional information, I have attached a list of standard Reimbursable Expenses and Tecton's Hourly Billing Rate Schedule (for your use if you should request any additional hourly work by the Firm).

You should find this proposal competitive and consistent with the high-quality work that Tecton imparts to all of our projects. If any of the conditions need further clarification or adjustment, please feel free to call. We trust that the information provided will be sufficient for you to make a decision about your core professional team and we look forward to discussing this interesting project further.

Sincerely,



Jeffery R. McElravy, AIA
Principal
860.990.6940 | 860.548.0802 x250
jeffm@tectonarchitects.com

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