



# AIA<sup>®</sup> Document B104<sup>™</sup> – 2007

## Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope

AGREEMENT made as of the [ ] day of [ ] in the year Two Thousand and Eighteen.

BETWEEN the Architect's client identified as the Owner:

Hall Neighborhood House, Inc.  
52 George E. Pipkins Way  
Bridgeport, Connecticut 06608-2425

and the Architect:

for the following Project:

Hall Neighborhood House  
52 George E. Pipkins Way  
Bridgeport, Connecticut 06608.  
Renovation Project

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Init.

/

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the  
*(Paragraphs deleted)*

following Initial Information: (i) that certain Request for Qualifications/Proposals for Architectural/Engineering Services for the Hall Neighborhood House 52 George E. Pipkins Way, Bridgeport, CT 06608 by the Hall Neighborhood House Building Committee on behalf of the Owner for the Project, a copy of which is attached hereto as **Exhibit A** and made a part hereof (the "RFQ/P"); and (ii) that certain document prepared by the Architect and submitted to the Owner in response to the RFQ/P dated \_\_\_\_\_, a copy of which is attached hereto as **Exhibit B** and made a part hereof (the "Architect Proposal"). To the extent of conflicts between the terms and conditions of the RFQ/P and the Architect Proposal, the terms and conditions of the RFQ/P shall govern and prevail.

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

### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement (the "Architect's Services"). The Architect shall be responsible for the performance of the Architect's Services as an independent contractor and in a good and workmanlike manner (i) consistent this Agreement; (ii) consistent with the instructions, guidance and direction of the Owner; (iii) consistent with the highest prevailing applicable professional or industry standards; (iv) consistent with sound architectural practices; and (v) as expeditiously as is consistent with such professional skill and care, the orderly progress of the Project, the instructions of the Owner and this Agreement (the standards of this Section § 2.1 shall be referred to herein as the "Architect's Standard of Care").

§ 2.2 The Architect shall exercise the Architect's Standard of Care in performing all aspects of the Architect's Services. The Architect shall be responsible for the performance of the Architect's Services in compliance with all applicable laws, rules, regulations, ordinances, codes, orders and permits of all federal, state and local government

Init.

/

bodies, agencies, authorities and courts having jurisdiction over the Project and with the Conditions as defined in Subsection 2.2.1.

§ 2.2.1 The "Conditions" are all statutory and regulatory requirements and all guidelines and standards imposed on the Project by the Agencies, as defined in Sections 2.2.2 and 2.2.3.

§ 2.2.2 The "Agencies" are the Owner, the Department of Economic and Community Development of the State of Connecticut (the "Department") and all other governmental authorities having regulatory or administrative jurisdiction over the Project and all representatives or designees of the Department or such other governmental authorities.

§ 2.2.3 The term "Agencies" shall also include any individual or entity not described in Section 2.2.2 from whom the Owner intends to request certification of the Project's energy and environmental design, to the extent the Architect is required, under this Agreement, to provide services relating to such certification.

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

§ 2.5 The Architect shall maintain the types and amounts of insurance specified in this Section § 2.5 and such insurance shall be primary and non-contributory. The Architect shall maintain such insurance until five (5) years after Substantial Completion, or for any other period specified in this Agreement. The Architect shall require its consultants and subcontractors to maintain the same types of insurance the Architect is required to maintain under this Agreement, in amounts approved by the Owner. The Owner shall be named an additional insured on the Commercial General Liability and Automobile Liability insurance of the Architect and its subcontractors and consultants. Before commencing the Architect's Services, the Architect shall file with the Owner certificates of insurance for the required insurance and shall update such certificates throughout the duration of this Agreement and during any additional period specified in this Agreement. Certificates of professional liability insurance shall bear the endorsement 'Not to be canceled without thirty (30) days' prior written notice to Owner.

All subcontractors are subject to the same requirements. It is your responsibility to be sure that subcontractors provide acceptable evidence of insurance.

Architect's general liability policy must be endorsed with ISO Endorsement CG 20 26 0704 (or equivalent) or ISO Endorsement CG 20 33 07 04 (or equivalent), and ISO Endorsement CG 20 37 07 04 (or equivalent). These form numbers must be specifically referenced on the certificate of insurance. If Architect's insurance company uses another form to provide Owner with additional insured status on Architect's policies, copies of those forms must be provided in advance with the certificate for review and approval by Owner.

Evidence of compliance with these requirements is with the ACCORD form 25, "Certificate of Liability Insurance". The following is a list of the types and amounts of insurance coverage required of the Architect under this Agreement:

**.1 COMMERCIAL GENERAL LIABILITY:** \$1,000,000 per occurrence/\$2,000,000 aggregate bodily injury/property damage. The CGL policy must include coverage for: liability from premises and operations; liability from products or completed operations; liability from actions of independent contractors and liability assumed by contract.

**.2 AUTOMOBILE LIABILITY:** \$1,000,000 per accident for bodily injury/property damage, including hired and non-owned vehicles.

**.3 WORKERS' COMPENSATION:** Statutory.

**.4 PROFESSIONAL LIABILITY**

**.A** Minimum coverage for each occurrence: \$2,000,000

**.B** Minimum annual coverage: \$5,000,000

Init.

/

- .C Maximum deductible: \$100,000
- .D Extended reporting period for five (5) years following the date of Substantial Completion

**.5 UMBRELLA: 5 Million.**

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

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and, unless inconsistent with the instructions, guidance, and direction of the Owner, all professional services usually and customarily performed in conjunction with, and in furtherance of, those services including, but not limited to, usual and customary structural, mechanical, and electrical engineering services. Notwithstanding anything to the contrary, any services made necessary by the act or omission of the Architect, its consultants or subcontractors shall be provided by the Architect as Basic Services, at no additional cost to the Owner.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. 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.

§ 3.1.2 Within ten (10) days after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's Services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. Time is of the essence in this Agreement and the Architect will be bound by the schedule and will not deviate from or adjust the schedule without the Owner's express written consent which consent the Owner shall not unreasonably withhold for deviations or adjustments to the extent necessary due to factors outside the Architect's control. The Architect shall update the schedule to incorporate any deviations or adjustments approved by the Owner and shall provide the Owner with such updated schedule.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of the Agencies.

### **§ 3.2 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 discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner and, as required, consult with the Agencies regarding the Project requirements. The Architect shall submit a written copy of the understanding to the Owner for the Owner's written approval (the "Project's Requirements").

§ 3.2.3 The Architect shall consider the relative 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 schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

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

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

Init.

/

### § 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents and the budget for the Cost of the Work, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work including all information required to obtain all permits, certifications, and approvals necessary to complete the Project. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project, including, without limitation, the Agencies.

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

§ 3.3.4 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.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

§ 3.3.6 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of the bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms.

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

§ 3.3.8 The Architect shall assist the Owner in obtaining the necessary approvals to begin the bidding phase of the Project. Such assistance shall include attending some or all meetings with the Agencies without limitation, producing any documents and providing any services reasonably required of the Architect and requested of the Owner by the Agencies, and, upon the Owner's written approval, making any adjustments to the Construction Documents requested by the Agencies.

§ 3.3.9 The bidding phase shall commence upon written notice from the Owner to the Architect. The Architect shall assist the Owner in bidding the Project by preparing responses to questions from prospective bidders and providing clarifications and interpretations of the bidding documents to all prospective bidders in the form of addenda.

§ 3.6.4 In the event the bids exceed the Owner's budget for the Cost of the Work, the Architect, in consultation with the Owner and based upon the Owner's authorization regarding any adjustments in the Project's Requirements and the Owner's budget for the Cost of the Work, shall as part of the Architect's Basic Services make adjustments to and revised the Bidding Documents, including, without limitation, the Construction Documents, for the Owner's approval until such time as bids are obtained that comply with the Owner's budget for the Cost of the Work.

### § 3.4 CONSTRUCTION PHASE SERVICES

#### § 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™–2007, Standard Form of Agreement Between Owner and Contractor for a

Init.

AIA Document B104™ – 2007. Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 16:05:24 on 01/23/2018 under Order No.6138073314 which expires on 08/15/2018, and is not for resale.

User Notes:

(1648707128)

Project of Limited Scope, a copy of which, as modified by the Owner, is attached hereto as **Exhibit C** and made a part hereof (as modified, the "AIA Document A107–2007").

**§ 3.4.1.2** 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; provided, however, that nothing herein shall absolve the Architect of responsibility for means, methods, techniques, sequences or procedures specified in the Contract Documents or otherwise specified by the Architect. 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.

**§ 3.4.1.3** Subject to Section 4.2, 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.

### **§ 3.4.2 EVALUATIONS OF THE WORK**

**§ 3.4.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, 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 observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

**§ 3.4.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

**§ 3.4.2.3** 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.

**§ 3.4.2.4** 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.

**§ 3.4.2.5** The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

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

**§ 3.4.3.1** 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 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

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

### § 3.4.4 SUBMITTALS

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

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

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

### § 3.4.5 CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

### § 3.4.6 PROJECT COMPLETION

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

## ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

*(Paragraphs deleted)*

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3. The Architect shall perform all services requested by the Owner. Services requested by the Owner or recognized to be necessary after execution of this Agreement are presumed to be included within Basic Services unless clearly shown to not be so included. Notwithstanding the foregoing, if the Architect believes a service requested by the Owner or recognized to be necessary after execution of this Agreement is an Additional Service, prior to such performance, the Owner and the Architect, solely after notice from the Architect, given within five (5) days of the Owner's request, shall meet to determine if such services are within the Basic Services or Additional Services. If the Architect fails to submit such notice, the Architect shall be deemed to have waived any right to additional compensation for such services and the same shall be deemed part of the Basic Services.

§ 4.2.1 The Architect has included in Basic Services site visits as required over the duration of the Project during construction.

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

*(Paragraph deleted)*

#### **ARTICLE 5 OWNER'S RESPONSIBILITIES**

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

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

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services, when reasonably requested by the Architect, which request shall include an explanation of the need for such services, of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 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 require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 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.

§ 5.6 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.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service; provided, however, that the Owner shall have no obligation to investigate for the purpose of becoming aware of faults, defects, errors, omissions or inconsistencies.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 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.

§ 5.10 Notwithstanding anything to the contrary in this Agreement, the Owner's provision, review and approval of any and all documents or other matters required herein shall be for the purpose of providing the Architect with information as to the Owner's objectives and goals with respect to the Project and not for the purpose of determining the accuracy and completeness of such documents and shall in no way create any liability on the part of the Owner for errors, inconsistencies or omissions in any approved documents, nor shall any such review and approval alter the Architect's responsibilities hereunder or with respect to such documents.

## ARTICLE 6 COST OF THE WORK

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

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

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

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

§ 6.5 If at any time during any phase of the Architect's Services the Contractor's estimate of the Cost of the Work deviates from the Cost of the Work most recently approved by the Owner, the Owner may terminate this Agreement, such termination being a termination for cause. If the Owner does not so terminate the Agreement upon such deviation, the Architect shall, upon the Owner's request, provide a written explanation of the deviation and propose design changes that would bring the Project within the Cost of the Work.

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

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 All plans, drawings, specifications, models, reports and other materials and work product prepared or furnished by the Architect or on its behalf, including such materials and work product as are produced by the Architect's subcontractors and consultants, pursuant to this Agreement (collectively, the "Instruments of Service") are and shall be the property of the Owner and the Department, free and clear of any claim or retention of rights thereto by the

Init.

/

Architect and the Architect's subcontractors and consultants. The Instruments of Service cannot be used by the Architect or the Architect's subcontractors or consultants for any purpose beyond the scope of this Agreement without the prior written consent of the Owner.

§ 7.2 All Instruments of Service may be used by the Owner, in whole or in part, or in modified form, for any purpose, including the completion of development of the Project and for future renovation, maintenance, repair or replacement.

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

*(Paragraph deleted)*

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

§ 7.5 In the event the Owner uses the Instruments of Service for any other project involving a separate building in a different location not in any way related to the Project without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.5. It is understood and agreed that this section shall not apply to any building on any site built or constructed for the Project.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 GENERAL**

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

*(Paragraphs deleted)*

### **§ 8.2 MEDIATION**

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

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. 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.

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

*(Paragraphs deleted)*

Arbitration pursuant to Section 8.3 of this Agreement.

### **§ 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 the Agreement, provided that any arbitration proceedings under this Agreement shall be brought in Hartford, Connecticut.

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

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

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

#### § 8.3.4 CONSOLIDATION OR JOINDER

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

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

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

#### ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

§ 9.5 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination.

*(Paragraphs deleted)*

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Connecticut.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107–2007.

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

§ 10.4 If the Owner requests the Architect to execute, or obtain execution from the Architect’s subcontractors or consultants, certificates and consents required to facilitate assignment to a lender, the proposed language of such certificates shall be submitted to the Architect for review a reasonable amount of time prior to the requested dates of execution. Should the Owner request the Architect to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement, such certifications may be limited to the best of the Architect’s knowledge.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect. The Owner shall be a third party beneficiary of each of the Architect’s agreements with its consultants and subcontractors.

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project. Any confidential information obtained by the Architect from the Owner may not be used, published, distributed, sold or divulged by the Architect or the Architect’s subcontractors or consultants for such party’s own purposes or for the benefit of any person, firm, corporation or other entity, without the prior written consent of the Owner. Any information obtained by the Architect or the Architect’s subcontractors or consultants that is designated by the Owner in accordance with applicable law as confidential shall not be disclosed to any other parties without the prior written consent of the Owner.

§ 10.8 The Architect hereby agrees, to the extent permitted by law, to indemnify, defend and hold harmless the Owner and its officials, employees and representatives against and from any claims, suits and/or legal actions of any type by third parties, including without limitation claims for loss of or damage to property, personal or bodily injury, including death, and claims for losses of any type, and from all judgments or decrees recovered therefore and from all expenses for defending such claims, suits or legal actions, including without limitation court costs and attorney fees, which result or arise from the negligent acts or omissions of the Architect, its employees, agents, contractors or representatives.

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

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3 and for Additional Services designated in Section 4.1 as being the responsibility of the Architect, the Owner shall compensate the Architect  
*(Paragraphs deleted)*  
in a stipulated lump sum amount as set forth in Section 11.5 and the Cost Proposal (as such term is hereinafter defined).

§ 11.2  
*(Paragraphs deleted)*  
Section Omitted.

§ 11.3 For Additional Services that may arise during the course of the Project the Owner shall compensate the Architect  
*(Paragraphs deleted)*  
on an hourly rate basis in accordance with the Cost Proposal.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.3, shall be the amount invoiced to the Architect plus 1.10%.

§ 11.5 Compensation for Basic Services shall be a stipulated lump sum in an amount equal to \_\_\_\_\_ and \_\_\_/100 Dollars (\$ \_\_\_\_\_) and the compensation for each phase of services based upon such stipulated lump sum shall be as set forth in the Architect's cost proposal, a copy of which cost proposal is part of the Architect Proposal (the "Cost Proposal").  
*(Table deleted)*

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

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth  
*(Paragraphs deleted)*  
on the Cost Proposal. The rates set forth on the Cost Proposal shall not be adjusted during the Project unless approved in writing by Owner.  
*(Table deleted)*

#### § 11.8 NO COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 There shall be no reimbursable expenses due the Architect in addition to compensation for Basic and Additional Services and  
*(Paragraphs deleted)*

all such expenses to the extent incurred by the Architect and/or the Architect's consultants directly related the Project shall be at the Architect's sole cost and expense.

*(Paragraph deleted)*

#### § 11.9

*(Paragraphs deleted)*

#### PAYMENTS TO THE ARCHITECT

*(Paragraphs deleted)*

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

§ 11.9.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate of six percent (6%) per annum.

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

§ 11.9.4 Records of expenses pertaining to Additional Services or services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times or at any time such records are lawfully requested by a government authority.

### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows: None.

Init.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

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

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

- Exhibit A – RFQ/P;
- Exhibit B – Architect Proposal; and
- Exhibit C – A107 – 2007 Contractor Agreement.

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

**OWNER**

**HALL NEIGHBORHOOD HOUSE, INC.**

**ARCHITECT**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

# Additions and Deletions Report for AIA® Document B104™ – 2007

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:05:24 on 01/23/2018.

## PAGE 1

**AGREEMENT** made as of the \_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Eighteen.  
(In words, indicate day, month and year.)

...

(Name, legal status, address and other information)

Hall Neighborhood House, Inc.  
52 George E. Pipkins Way  
Bridgeport, Connecticut 06608-2425

...

(Name, legal status, address and other information)

for the following Project:

Hall Neighborhood House  
(Name, location and detailed description)52 George E. Pipkins Way  
Bridgeport, Connecticut 06608.  
Renovation Project

## PAGE 2

§ 1.1 This Agreement is based on the ~~Initial Information set forth below:~~  
(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

following Initial Information: (i) that certain Request for Qualifications/Proposals for Architectural/Engineering Services for the Hall Neighborhood House 52 George E. Pipkins Way, Bridgeport, CT 06608 by the Hall Neighborhood House Building Committee on behalf of the Owner for the Project, a copy of which is attached hereto as **Exhibit A** and made a part hereof (the "RFQ/P"); and (ii) that certain document prepared by the Architect and submitted to the Owner in response to the RFQ/P dated \_\_\_\_\_, a copy of which is attached hereto as **Exhibit B** and made a part hereof (the "Architect Proposal"). To the extent of conflicts between the terms and conditions of the RFQ/P and the Architect Proposal, the terms and conditions of the RFQ/P shall govern and prevail.

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

...

The Architect shall provide the professional services set forth in this Agreement 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. § 2.1 The Architect shall provide the professional services set forth in this Agreement (the "Architect's Services"). The Architect shall be responsible for the performance of the Architect's Services as an independent contractor and in a good and workmanlike manner (i) consistent this Agreement; (ii) consistent with the instructions, guidance and direction of the Owner; (iii) consistent with the highest prevailing applicable professional or industry standards; (iv) consistent with sound architectural practices; and (v) as expeditiously as is consistent with such professional skill and care, the orderly progress of the Project, the instructions of the Owner and this Agreement (the standards of this Section § 2.1 shall be referred to herein as the "Architect's Standard of Care").

§ 2.2 The Architect shall exercise the Architect's Standard of Care in performing all aspects of the Architect's Services. The Architect shall be responsible for the performance of the Architect's Services in compliance with all applicable laws, rules, regulations, ordinances, codes, orders and permits of all federal, state and local government bodies, agencies, authorities and courts having jurisdiction over the Project and with the Conditions as defined in Subsection 2.2.1.

§ 2.2.1 The "Conditions" are all statutory and regulatory requirements and all guidelines and standards imposed on the Project by the Agencies, as defined in Sections 2.2.2 and 2.2.3.

§ 2.2.2 The "Agencies" are the Owner, the Department of Economic and Community Development of the State of Connecticut (the "Department") and all other governmental authorities having regulatory or administrative jurisdiction over the Project and all representatives or designees of the Department or such other governmental authorities.

§ 2.2.3 The term "Agencies" shall also include any individual or entity not described in Section 2.2.2 from whom the Owner intends to request certification of the Project's energy and environmental design, to the extent the Architect is required, under this Agreement, to provide services relating to such certification.

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

§ 2.5 The Architect shall maintain the types and amounts of insurance specified in this Section § 2.5 and such insurance shall be primary and non-contributory. The Architect shall maintain such insurance until five (5) years after Substantial Completion, or for any other period specified in this Agreement. The Architect shall require its consultants and subcontractors to maintain the same types of insurance the Architect is required to maintain under this Agreement, in amounts approved by the Owner. The Owner shall be named an additional insured on the Commercial General Liability and Automobile Liability insurance of the Architect and its subcontractors and consultants. Before commencing the Architect's Services, the Architect shall file with the Owner certificates of insurance for the required insurance and shall update such certificates throughout the duration of this Agreement and during any additional period specified in this Agreement. Certificates of professional liability insurance shall bear the endorsement 'Not to be canceled without thirty (30) days' prior written notice to Owner.

All subcontractors are subject to the same requirements. It is your responsibility to be sure that subcontractors provide acceptable evidence of insurance.

Architect's general liability policy must be endorsed with ISO Endorsement CG 20 26 0704 (or equivalent) or ISO Endorsement CG 20 33 07 04 (or equivalent), and ISO Endorsement CG 20 37 07 04 (or equivalent). These form numbers must be specifically referenced on the certificate of insurance. If Architect's insurance company uses another form to provide Owner with additional insured status on Architect's policies, copies of those forms must be provided in advance with the certificate for review and approval by Owner.

Evidence of compliance with these requirements is with the ACCORD form 25, "Certificate of Liability Insurance". The following is a list of the types and amounts of insurance coverage required of the Architect under this Agreement:

**.1 COMMERCIAL GENERAL LIABILITY: \$1,000,000 per occurrence/\$2,000,000 aggregate bodily injury/property damage. The CGL policy must include coverage for: liability from premises**

and operations; liability from products or completed operations; liability from actions of independent contractors and liability assumed by contract.

.2 AUTOMOBILE LIABILITY: \$1,000,000 per accident for bodily injury/property damage, including hired and non-owned vehicles.

.3 WORKERS' COMPENSATION: Statutory.

.4 PROFESSIONAL LIABILITY

.A Minimum coverage for each occurrence: \$2,000,000

.B Minimum annual coverage: \$5,000,000

.C Maximum deductible: \$100,000

.D Extended reporting period for five (5) years following the date of Substantial Completion

.5 UMBRELLA: 5 Million.

**PAGE 4**

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include and, unless inconsistent with the instructions, guidance, and direction of the Owner, all professional services usually and customarily performed in conjunction with, and in furtherance of, those services including, but not limited to, usual and customary structural, mechanical, and electrical engineering services. Notwithstanding anything to the contrary, any services made necessary by the act or omission of the Architect, its consultants or subcontractors shall be provided by the Architect as Basic Services, at no additional cost to the Owner.

...

§ 3.1.2 As soon as practicable Within ten (10) days after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. Time is of the essence in this Agreement and the Architect will be bound by the schedule and will not deviate from or adjust the schedule without the Owner's express written consent which consent the Owner shall not unreasonably withhold for deviations or adjustments to the extent necessary due to factors outside the Architect's control. The Architect shall update the schedule to incorporate any deviations or adjustments approved by the Owner and shall provide the Owner with such updated schedule.

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

...

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner and, as required, consult with the Agencies regarding the Project requirements. The Architect shall submit a written copy of the understanding to the Owner for the Owner's written approval (the "Project's Requirements").

**PAGE 5**

§ 3.3.1 Based on the Owner's approval of the Design Documents, Documents and the budget for the Cost of the Work, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. Work including all information required to obtain all permits, certifications, and approvals

necessary to complete the Project. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the ~~Project~~ Project, including, without limitation, the Agencies.

...

§ 3.3.6 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of the bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms.

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

§ 3.3.8 The Architect shall assist the Owner in obtaining the necessary approvals to begin the bidding phase of the Project. Such assistance shall include attending some or all meetings with the Agencies without limitation, producing any documents and providing any services reasonably required of the Architect and requested of the Owner by the Agencies, and, upon the Owner's written approval, making any adjustments to the Construction Documents requested by the Agencies.

§ 3.3.9 The bidding phase shall commence upon written notice from the Owner to the Architect. The Architect shall assist the Owner in bidding the Project by preparing responses to questions from prospective bidders and providing clarifications and interpretations of the bidding documents to all prospective bidders in the form of addenda.

§ 3.6.4 In the event the bids exceed the Owner's budget for the Cost of the Work, the Architect, in consultation with the Owner and based upon the Owner's authorization regarding any adjustments in the Project's Requirements and the Owner's budget for the Cost of the Work, shall as part of the Architect's Basic Services make adjustments to and revised the Bidding Documents, including, without limitation, the Construction Documents, for the Owner's approval until such time as bids are obtained that comply with the Owner's budget for the Cost of the Work.

...

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. ~~If the Owner and Contractor modify AIA Document A107-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~ Scope, a copy of which, as modified by the Owner, is attached hereto as **Exhibit C** and made a part hereof (as modified, the "AIA Document A107-2007").

§ 3.4.1.2 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.

Documents; provided, however, that nothing herein shall absolve the Architect of responsibility for means, methods, techniques, sequences or procedures specified in the Contract Documents or otherwise specified by the Architect. 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.

**PAGE 7**

*(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)*

**§ 4.2** Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3. The Architect shall perform all services requested by the Owner. Services requested by the Owner or recognized to be necessary after execution of this Agreement are presumed to be included within Basic Services unless clearly shown to not be so included. Notwithstanding the foregoing, if the Architect believes a service requested by the Owner or recognized to be necessary after execution of this Agreement is an Additional Service, prior to such performance, the Owner and the Architect, solely after notice from the Architect, given within five (5) days of the Owner's request, shall meet to determine if such services are within the Basic Services or Additional Services. If the Architect fails to submit such notice, the Architect shall be deemed to have waived any right to additional compensation for such services and the same shall be deemed part of the Basic Services.

**§ 4.2.1** The Architect has included in Basic Services ~~(—) site visits as required over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.~~

**PAGE 8**

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

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

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

**§ 5.3** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and ~~services~~ services, when reasonably requested by the Architect, which request shall include an explanation of the need for such services, of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

...

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

provided, however, that the Owner shall have no obligation to investigate for the purpose of becoming aware of faults, defects, errors, omissions or inconsistencies.

...

§ 5.10 Notwithstanding anything to the contrary in this Agreement, the Owner's provision, review and approval of any and all documents or other matters required herein shall be for the purpose of providing the Architect with information as to the Owner's objectives and goals with respect to the Project and not for the purpose of determining the accuracy and completeness of such documents and shall in no way create any liability on the part of the Owner for errors, inconsistencies or omissions in any approved documents, nor shall any such review and approval alter the Architect's responsibilities hereunder or with respect to such documents.

## PAGE 9

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the ~~Architect~~. Architect; provided, however, that within the Architect's Standard of Care the Architect shall be responsible for any overrun of the Cost of the Work caused by the unreasonable act or omission of the Architect, its consultants, or subcontractors, or caused by factors of which the Architect was aware but failed to consider in estimating or updating the Cost of the Work.

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

...

§ 6.5 If at any time ~~during any phase of the Architect's Services~~ the Contractor's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments. ~~deviates from the Cost of the Work most recently approved by the Owner, the Owner may terminate this Agreement, such termination being a termination for cause. If the Owner does not so terminate the Agreement upon such deviation, the Architect shall, upon the Owner's request, provide a written explanation of the deviation and propose design changes that would bring the Project within the Cost of the Work.~~

...

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. All plans, drawings, specifications, models, reports and other materials and work product prepared or furnished by the Architect or on its behalf, including such materials and work product as are produced by the Architect's subcontractors and consultants, pursuant to this Agreement (collectively, the "Instruments of Service") are and shall be the property of the Owner and the Department, free and clear of any claim or retention of rights thereto by the Architect and the Architect's subcontractors and consultants. The Instruments of Service cannot be used by the Architect or the Architect's subcontractors or consultants for any purpose beyond the scope of this Agreement without

the prior written consent of the Owner.

§ 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. All Instruments of Service may be used by the Owner, in whole or in part, or in modified form, for any purpose, including the completion of development of the Project and for future renovation, maintenance, repair or replacement.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as a publication in derogation of either party's rights.

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

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.5 In the event the Owner uses the Instruments of Service for any other project involving a separate building in a different location not in any way related to the Project without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.5. It is understood and agreed that this section shall not apply to any building on any site built or constructed for the Project.

**PAGE 10**

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1 set forth in Section 52-584a of the Connecticut General Statutes, as may be amended.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107™ 2007, Standard Form of

Agreement Between Owner and Contractor for a Project of Limited Scope. 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 9.6.

...

**§ 8.2.3** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

— Arbitration pursuant to Section 8.3 of this Agreement

— Litigation in a court of competent jurisdiction

— Other *(Specify)*

Agreement.

...

**§ 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 the Agreement. Agreement, provided that any arbitration proceedings under this Agreement shall be brought in Hartford, Connecticut.

**PAGE 11**

**§ 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 Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. The Architect may, upon thirty (30) days notice to the Owner, terminate or suspend this Agreement upon the Owner's failure to perform in accordance with this Agreement, including the failure, without cause, to make a payment to the Architect required under this Agreement. The notice of termination or suspension must state with specificity the means by which the Owner may cure its nonperformance and the Architect may not terminate or suspend this Agreement if, within thirty (30) days of such notice, the Owner substantially takes such curative measures.~~

**§ 9.2** ~~If the Owner suspends the Project, for ninety (90) consecutive days for reasons unrelated to a fault of the Architect, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted, fully and satisfactorily performed by the Architect prior to notice of such suspension and, upon such suspension by the Owner or upon the Owner's suspension of the project for more than 120 cumulative days, the~~

Architect may terminate this Agreement by giving not less than thirty (30) days' written notice to the Owner and upon the Owner's failure to resume the Project within such thirty (30) day period.

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

~~§ 9.4 Either party The Owner 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 to the Architect for the Owner's convenience and without cause.~~

~~§ 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. In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination.~~

~~§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.~~

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

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

~~§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. A107-2007.~~

**PAGE 12**

~~§ 10.4 If the Owner requests the Architect to execute certificates or consents, execute, or obtain execution from the Architect's subcontractors or consultants, certificates and consents required to facilitate assignment to a lender, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days a reasonable amount of time prior to the requested dates of execution. The Architect shall not be required. Should the Owner request the Architect to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement. Agreement, such certifications may be limited to the best of the Architect's knowledge.~~

~~§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect. The Owner shall be a third party beneficiary of each of the Architect's agreements with its consultants and subcontractors.~~

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

~~§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. Any confidential information obtained by the Architect from the Owner may not be used, published, distributed, sold or divulged by the Architect or the Architect's subcontractors or consultants for such party's~~

own purposes or for the benefit of any person, firm, corporation or other entity, without the prior written consent of the Owner. Any information obtained by the Architect or the Architect's subcontractors or consultants that is designated by the Owner in accordance with applicable law as confidential shall not be disclosed to any other parties without the prior written consent of the Owner.

§ 10.8 The Architect hereby agrees, to the extent permitted by law, to indemnify, defend and hold harmless the Owner and its officials, employees and representatives against and from any claims, suits and/or legal actions of any type by third parties, including without limitation claims for loss of or damage to property, personal or bodily injury, including death, and claims for losses of any type, and from all judgments or decrees recovered therefore and from all expenses for defending such claims, suits or legal actions, including without limitation court costs and attorney fees, which result or arise from the negligent acts or omissions of the Architect, its employees, agents, contractors or representatives.

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

...

§ 11.1 For the Architect's Basic Services as described under Article 3, described under Article 3 and for Additional Services designated in Section 4.1 as being the responsibility of the Architect, the Owner shall compensate the Architect as follows:

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

in a stipulated lump sum amount as set forth in Section 11.5 and the Cost Proposal (as such term is hereinafter defined).

...

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

Section Omitted.

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

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

on an hourly rate basis in accordance with the Cost Proposal.

**PAGE 13**

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (—%), or as otherwise stated below:

1.10%.

...

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the Compensation for Basic Services shall be a stipulated lump sum in an amount equal to \_\_\_\_\_ and

/100 Dollars (\$ \_\_\_\_\_) and the compensation for each phase of services shall be as follows:

based upon such stipulated lump sum shall be as set forth in the Architect's cost proposal, a copy of which cost proposal is part of the Architect Proposal (the "Cost Proposal").

Design Phase	percent (	%)
Construction Documents	percent (	%)
Phase		

Construction Phase	percent (	%)
Total Basic Compensation	one hundred percent (	100 %)

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

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

on the Cost Proposal. The rates set forth on the Cost Proposal shall not be adjusted during the Project unless approved in writing by Owner.

Employee or Category	Rate
----------------------	------

§ 11.8 **NO COMPENSATION FOR REIMBURSABLE EXPENSES**

§ 11.8.1 Reimbursable Expenses are There shall be no reimbursable expenses due the Architect in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- ~~.1 — Transportation and authorized out-of-town travel and subsistence;~~
- ~~.2 — Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;~~
- ~~.3 — Fees paid for securing approval of authorities having jurisdiction over the Project;~~
- ~~.4 — Printing, reproductions, plots, standard form documents;~~
- ~~.5 — Postage, handling and delivery;~~
- ~~.6 — Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;~~
- ~~.7 — Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;~~
- ~~.8 — Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;~~
- ~~.9 — All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 — Site office expenses; and~~
- ~~.11 — Other similar Project-related expenditures.~~ all such expenses to the extent incurred by the Architect and/or the Architect's consultants directly related the Project shall be at the Architect's sole cost and expense.

...

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

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

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

**PAYMENTS TO THE ARCHITECT**

**§ 11.10 PAYMENTS TO THE ARCHITECT**

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

~~§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid — ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)~~

—%

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

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

§ 11.9.1 An initial payment of Zero Dollars (\$0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.9.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate of six percent (6%) per annum.

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

§ 11.9.4 Records of expenses pertaining to Additional Services or services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times or at any time such records are lawfully requested by a government authority.

Special terms and conditions that modify this Agreement are as follows: None.

**PAGE 14**

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

Exhibit A – RFQ/P;

(List other documents, if any, including additional scopes of service and AIA Document E201™ – 2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)

Exhibit B – Architect Proposal; and

Exhibit C – A107 – 2007 Contractor Agreement.

...

**OWNER**

**HALL NEIGHBORHOOD HOUSE, INC.**

**ARCHITECT**

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Victor Morgenthaler, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:05:24 on 01/23/2018 under Order No. 6138073314 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ – 2007, Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*