

**Close**

Request for Qualifications and Proposals for Architectural/Engineering Services (due 3/14/2016)

Posted 02/19/2016

04:00PM

The Regional School District #19 currently operates the Edwin O. Smith High School located at 1235 Storrs Road, Storrs, CT 06268 which has a current student enrollment of 1,200 students.

The District is considering the relocation of the High School to a new facility that would be constructed by the District on a parcel located in Mansfield, Connecticut (the "Project"). The District engaged Tai Soo Kim Partners Architects to perform a study of the portions of the existing Edwin O. Smith High School and provide a report of their findings.

See Addendum #1 for updated deadlines!

Documents

[Tai Soo Kim Partners Architect Study \(Abbreviated\)](#)

[Legal Notice](#)

[Request for Qualifications and Request for Proposals For Architectural/Engineering and Exhibit A](#)

[Exhibit B Insurance Requirements](#)

[Exhibit C Form of Contact](#)

[Addendum #1 - Modified Dates](#)

[RFQ Frequently Asked Questions 3/7/2016](#)

EO SMITH HIGH SCHOOL

Town of Mansfield
Study Presentation – February 2, 2016



School Facilities Renovation Project

Tai Soo Kim Partners Architects

146 Wyllys St. Ste. 1-203 • Hartford, CT

119 Braintree St. Ste. 217 • Boston, MA

www.tskp.com

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INTRODUCTION HISTORY

Background

The facilities and offices of the Regional School District No. 19 (Region) are located east of Hartford in the Town of Mansfield, Connecticut. The Region services the Towns of Ashford, Mansfield and Willington. In addition, the Region accepts students from the Town of Columbia and agricultural education students from the towns of Columbia, Coventry and Windham. The administrative offices for the board of education and E.O. Smith High School are located in Mansfield.

A \$31 million expansion and renovation project for the school was completed in 2002 resulting in the main campus on Storrs Road in Mansfield. In 2008 the Region also completed a renovation of the vacant Reynolds School on Depot Road and opened a new campus, E.O. Smith High School at the Depot Campus.

The Region presently serves all of the public school population within the member towns in grades 9 through 12. A full range of educational opportunities is offered, including an agricultural education program. Students from surrounding towns such as Coventry and Windham may also attend E.O. Smith, as participants in the school's Agriculture Education program, if their school does not offer an agriculture program. The E.O. Smith campus lies adjacent to the larger campus of the University of Connecticut.

Total enrollment for school year 2013/ 14 was 1,011.

Overview

Regional School District 19 requested qualifications from architectural/ engineering professionals experienced in renovations of public school facilities. Due to cost considerations, when the 2002 expansion and renovation project was completed at the Region, some desired improvements to the northern section of the building were not included in the project. This area includes the auditorium and stage, agricultural education facility, fine arts department, and the facilities maintenance department. The Region requested an assessment of current condition and recommendations for repairs, improvements, and modernization of its 600-seat auditorium, stage area, agricultural education facility, and the facilities maintenance department area. TSKP Architects worked with the Superintendent of Schools on behalf of the Board of Education.



INTRODUCTION

METHODOLOGY

For the purposes of the study, Region 19 with representation from the Board of Directors, Board of Education, and Department Heads and Teachers provided feedback, through a series of meetings, to the design team.

The process began with three distinct phases, gathering of existing documentation, field surveys of the existing facilities, and interviews with select staff.

Information was gathered from multiple locations and sources. The following information was utilized:

- Drawings: Sprinkler and Pump Room - Building and Grounds- 1997
- Drawings: Site- Building and Grounds- 1997
- Drawings: Architectural- Building and Grounds- 1997
- Drawings: As Built- Building and Grounds- 1997(Partial Set)
- Drawings: Mechanical, Electrical, Plumbing, FP- Building and Grounds- 1997
- Drawings: IDF Coverage - Building and Grounds- 1997
- Drawings: PA Speaker Locations- Building and Grounds- 1997
- Drawings: IDF Coverage - Building and Grounds- 1997
- Drawings: Boundary Survey– UCONN Office of Planning- 1985
- EO Smith High School AHERA Asbestos Re-Inspection Report, 10/2013
- Educational Specification

The staff of Tai Soo Kim Partners, Consulting Engineering Services, Jaffe Holden Engineers, over the course of 5 weeks, conducted 5 site visits to examine the existing facility. As part of this investigation, Tai Soo Kim Partners solicited information from the following:

- Region 19, Bruce Silva, Superintendent
- Town of Mansfield Planning and Zoning
- CT State Office of School Facilities
- Dennis J Stanavage, Director of Building and Grounds

INTRODUCTION

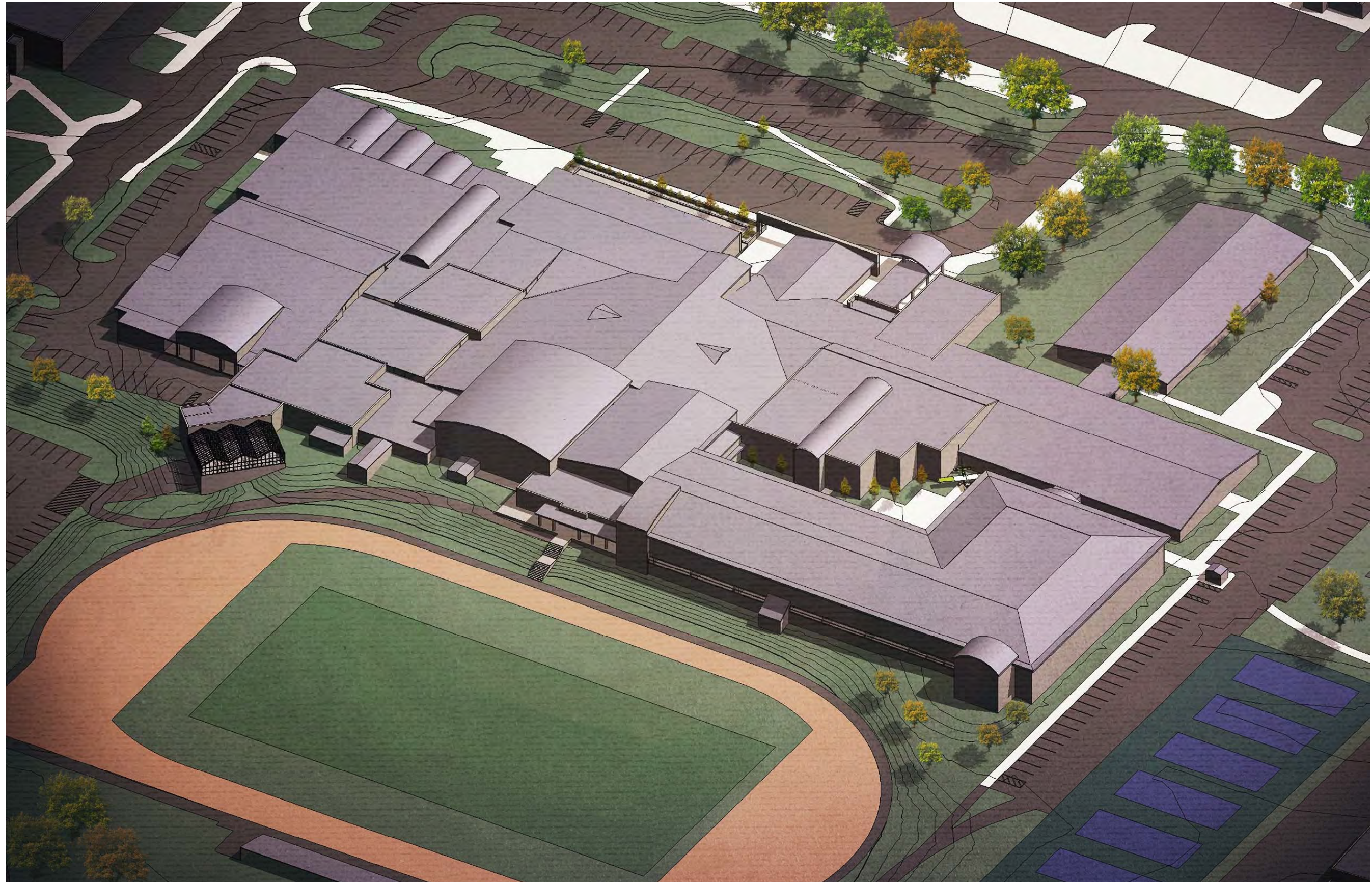
METHODOLOGY (Cont.)

1 Kick-Off Meeting	Aug 27, 2015
2 Gather Existing Documents	Sep 24, 2015
3 Program Analysis	Oct 22, 2015
4 Meet with Stakeholders	Oct 22, 2015
5 Prepare Optional Concepts & Costs	Nov 12, 2015
6 Select Preferred Concepts	Nov 19, 2015
7 Meet with Stakeholders	Nov 19, 2015
8 Preliminary Schematic Design	Jan 7, 2016
9 Review Cost Estimate	Jan 7, 2016
10 Meet with Stakeholders	Jan 7, 2016
11 Finalize Cost Estimate	Jan 21, 2016
12 Meet with Board of Ed	Feb 2, 2016

Existing Conditions – EO Smith High School



Existing Conditions – EO Smith High School



Existing Conditions – EO Smith High School

Exterior Envelope– Condition Assessment

1. Brickwork and masonry are in good condition but some moisture showing at corners of greenhouse masonry.
2. The roof of entire school is due to be replaced.
3. Greenhouse operating window system does not work.



Existing Conditions – EO Smith High School

Dramatic Arts and Music– Condition Assessment

Problems with existing Auditorium for Music (AC) - Scott Chaurette (Chair) and Anthony Pandolfe's list

1. Acoustics are a big concern: from stage one can hear a person whispering at the back of hall but from back of hall cannot hear what is going on onstage. The auditorium is to be used as a theater, meeting hall, concert hall
2. Seating capacity not large enough. Would like 1000 seats. (1200 students/2 = 600 seats only for State reimbursement).
3. Lighting and sound system are inadequate
Cannot focus lights . Students have to use 16' ladders to access stage lighting.
there is an unused existing booth in wrong place
4. Need better Stage access for piano, and equipment----(i.e., overhead door)
Cannot get a grand piano on the stage through the single door at stage.
Shells cannot fit through doors.
There is no dressing room. There is no prop space. There is no orchestra pit.
Stage risers are stored in hallway and have to be brought in.
5. Storage. There is next to no storage.
6. Cosmetics/aesthetics
7. Not enough storage around stage. Stage sets are being fabricated in mechanical space under the stage.

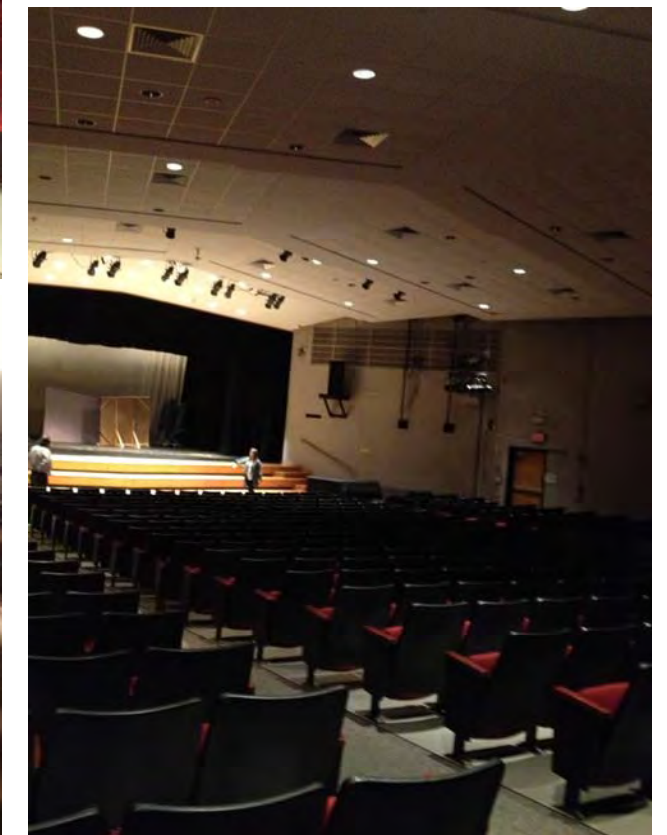
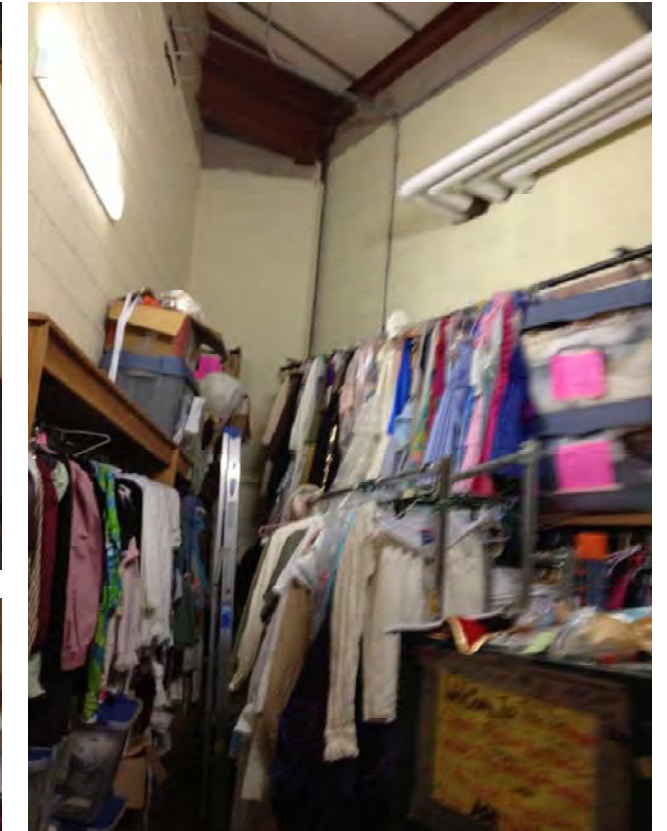


Existing Conditions – EO Smith High School

Dramatic Arts and Music– Condition Assessment

Dramatic Arts – Lenore Grunko’s list

- Need a dressing room.
- Need a dance room which doubles as a dressing / rehearsal room (black box?)
- Need a woodshop
- Need a prop space
- Need a ‘back of house’ space
- Need more storage



Existing Conditions – EO Smith High School

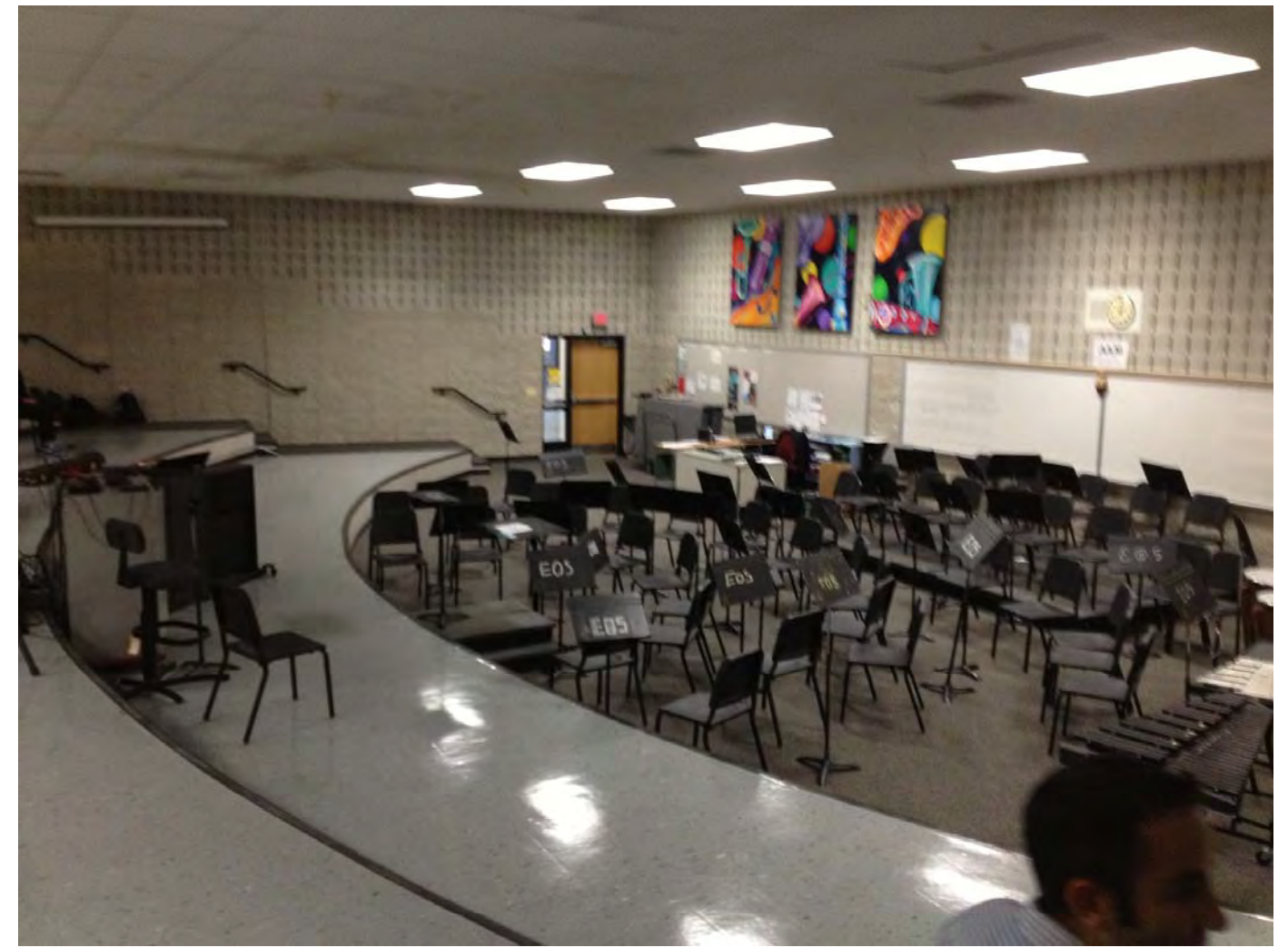
Rehearsal space Band room (no AC) - Anthony Pandolfe

Need more flexibility with function in the room.

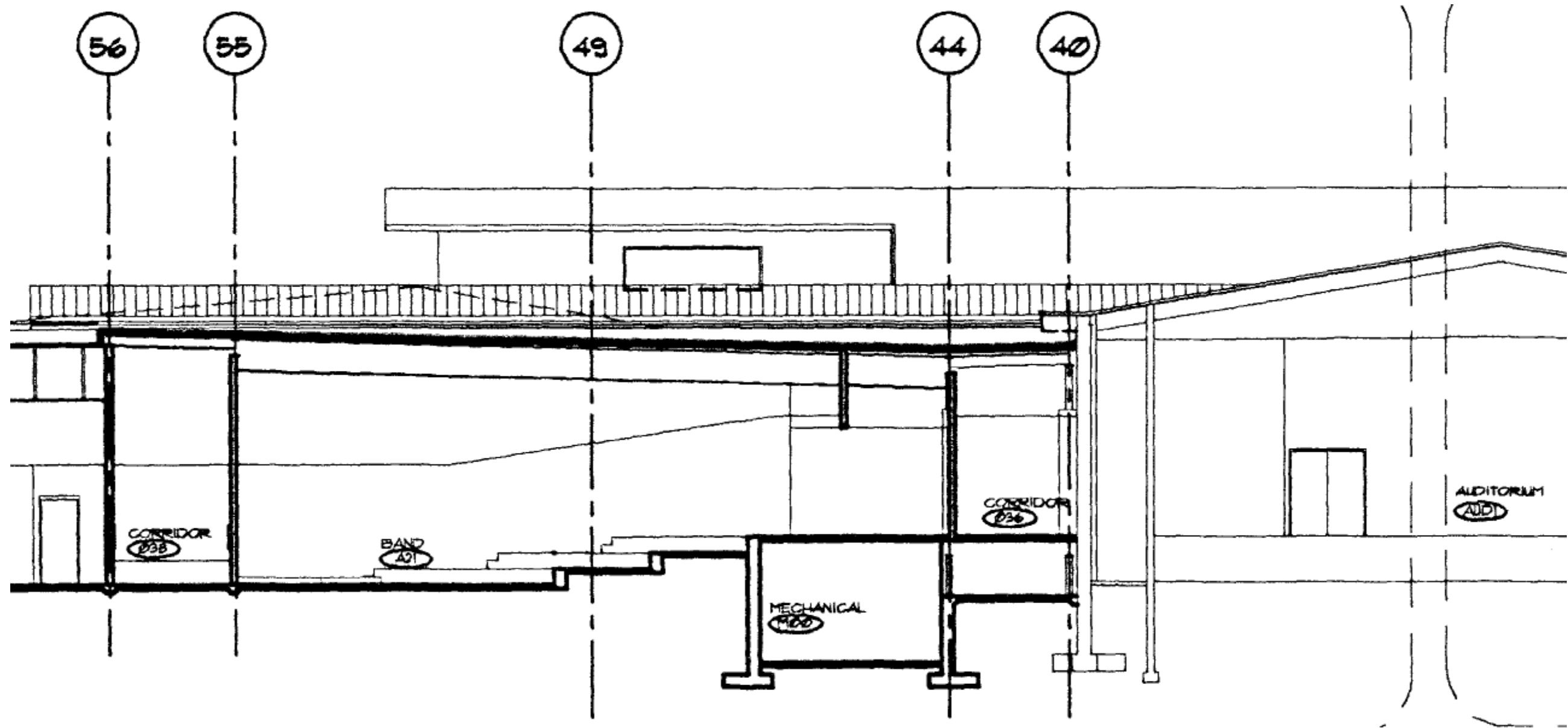
Risers are a waste in instrumental room, desire an open flexible space.

Accessible storage locations

(this space could be a new black box theater)



Existing Conditions – EO Smith High School



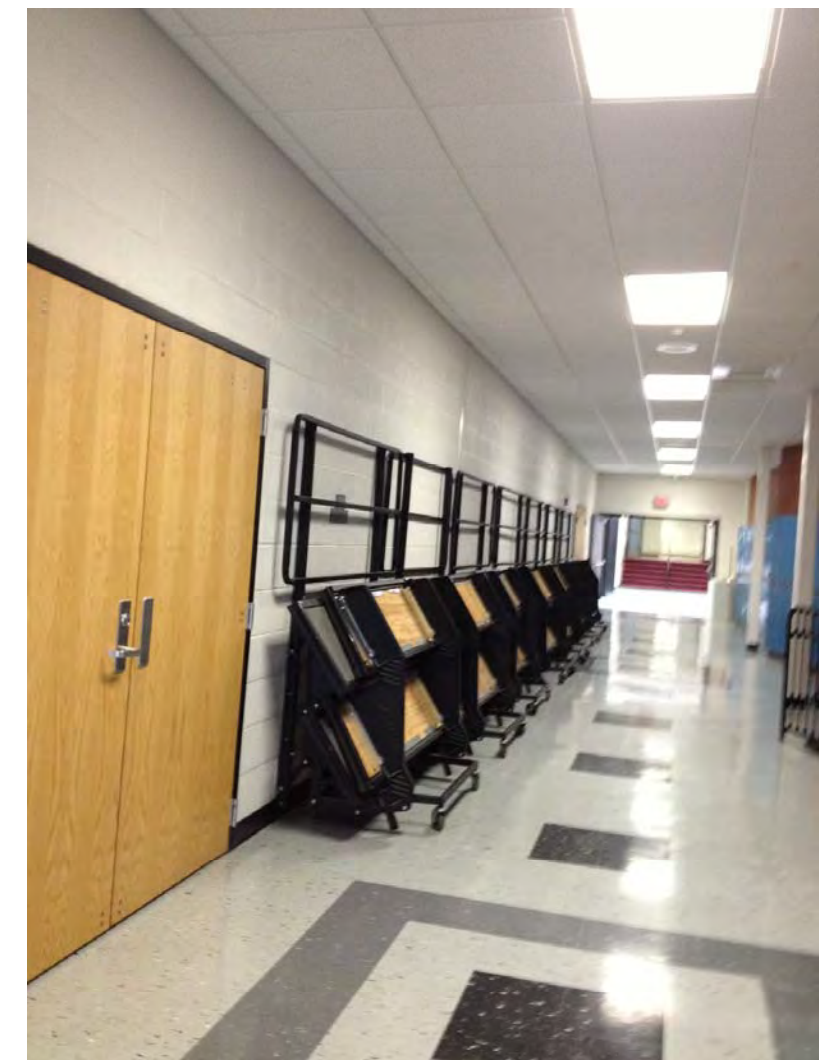
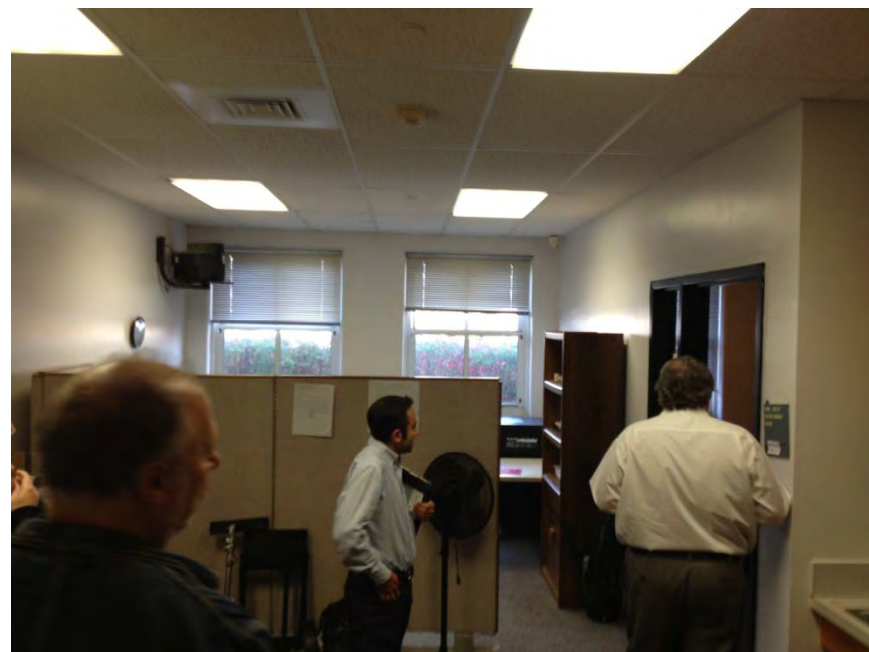
Band Room Section

Existing Mechanical Room under upper third of Band Room.

Existing Conditions – EO Smith High School

Issues with Music Department layout/flow

Need a centralized shared office location
Possibly include a library space in shared office area
Need closer/more accessible storage
Currently, risers are stored in hallways



Existing Conditions – EO Smith High School

Choral Room, (has AC) Amanda Hanzlik's list

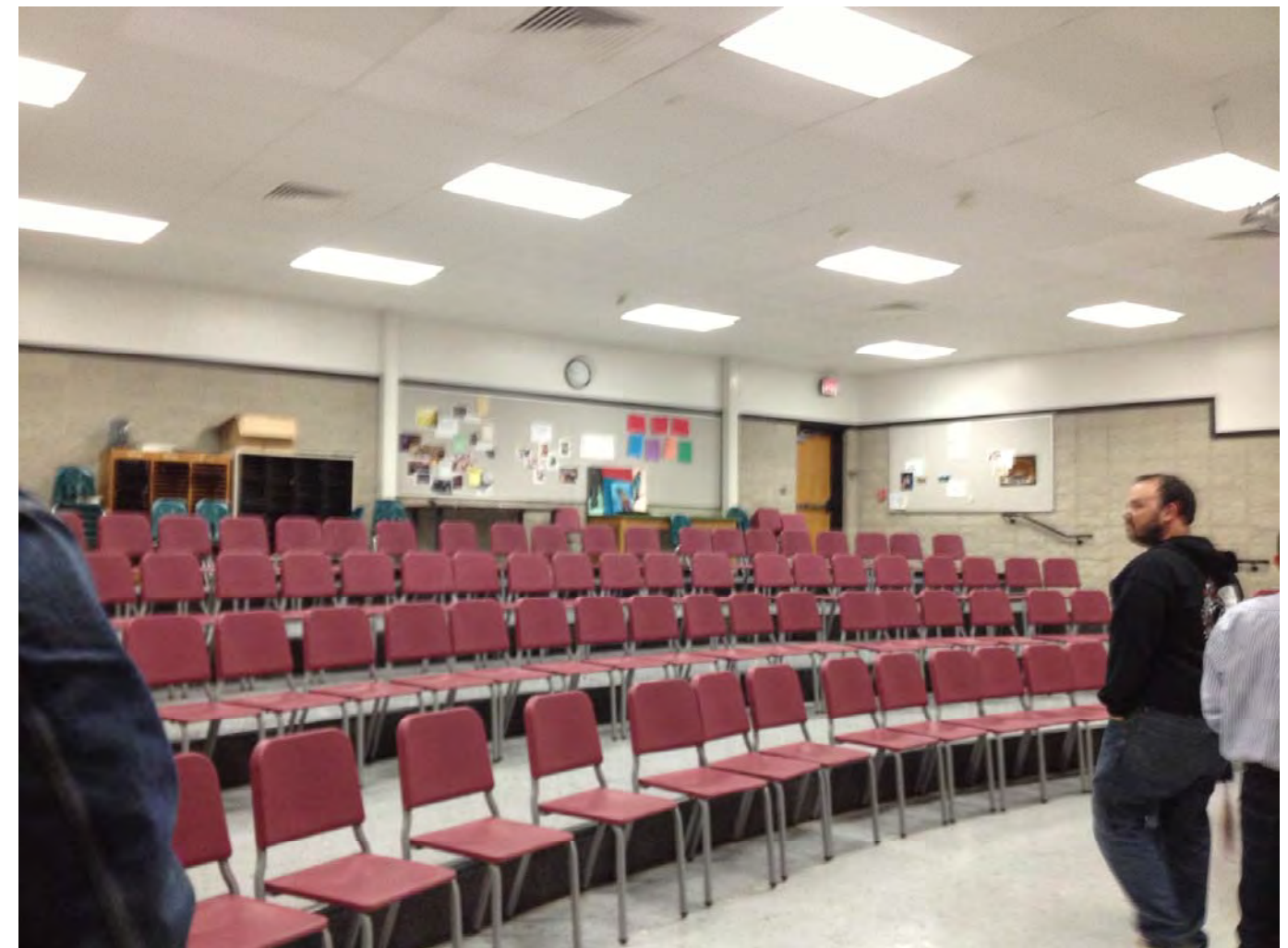
Generally happy with the space.

Like the floor risers in the classroom but they are too deep.

Can't fit a full choir 135 students in space.

Poor lighting and no natural light.

Office is currently in storage closet.



Existing Conditions – EO Smith High School

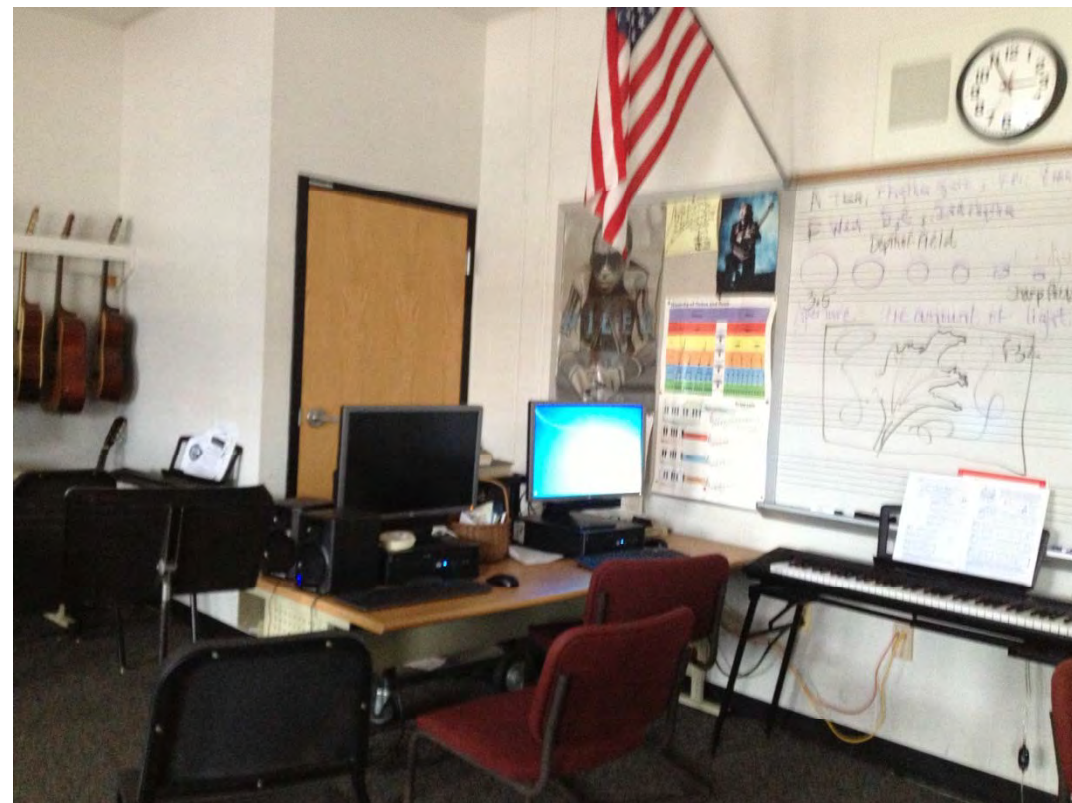
Room A14 Music Instruction – Steve Liebman

Would like pianos integrated into computer stations
Students in Guitar classes are too close together
Would like better control of lighting.

Classes taught in this space:

Art - digital graphics class
Music technology workshop class
Music theory class
Perspective on music (music appreciation)
Dramatic arts class (English department)

Would like a Micro Performing space?
Space could be a Gallery for visual arts?



Existing Conditions – EO Smith High School

Visual Arts– Condition Assessment

Visual Arts – Tammy Glazer (A3, A14 Drawing, Computer Art), Heather Bunnell (A2 Ceramics, Jewelry), Beth Andrews (A1 Painting, Drawing, Foundations course)

Can't control the natural light

Can't control the heat

Temperature control and ventilation (air does not move)

Roof leaks (kalwall vaults)

Not enough storage; secure storage with outlets for charging laptop carts, easel storage

Need over sized lockers for students

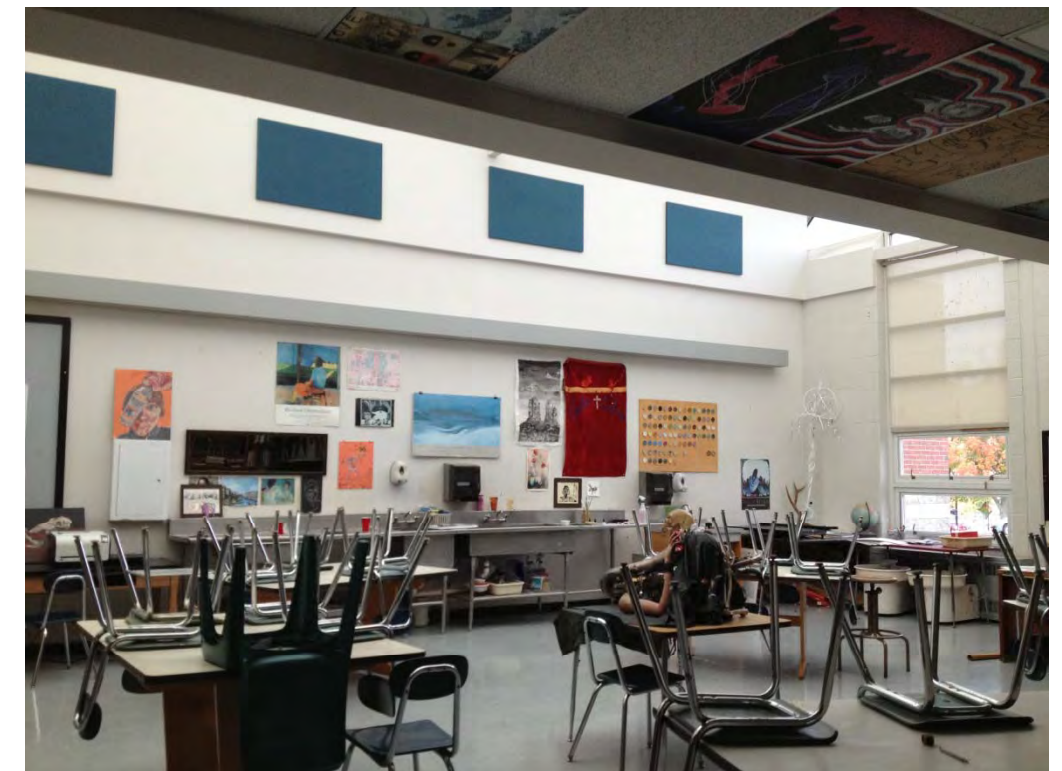
Would like to have a crit/gallery space (secured) also for community events (shared space)

Spray booth is not functional

Need a fume hood for mixing acid for jewelry making

Would like to see Digital Arts, Video Graphics and Vo Tech at other end of the building closer to Visual Arts

Would like a Fine Arts computer lab



Existing Conditions – EO Smith High School

AgEd– Condition Assessment

AgEd –Mechanics, Plant Science, Animal Science, Natural Resources (and Aquaculture), Turf Grass Management, Food Science

Jim Pomeroy (Director), Matthew Agnello (Turf), Andrew Zadora (Natural Resources), Cynthia Chotkowski (Animal Science), Betsy Terrell (Plant Science)

Jim Pomeroy (Director) notes:

Would like to see VoAg out in front and not in back by dumpsters but still attached to school.

Could have swing space at Farrell Field near post office (long walk) or library

Would like First Floor Lab space Second floor classrooms

If setbacks allow would like to build on slope

Encompass fenced in area outside of shop

Expand shop area

New highlighted Ag entryway

Main office should have windows

Need second story classrooms

More and separate storage rooms for different kinds of tools (lockable)

Need floor drains and power for Aquaculture Lab

Need a larger Food Science Lab

Green house envelope was meant to have plexiglass not glass so motors and mechanism does not work

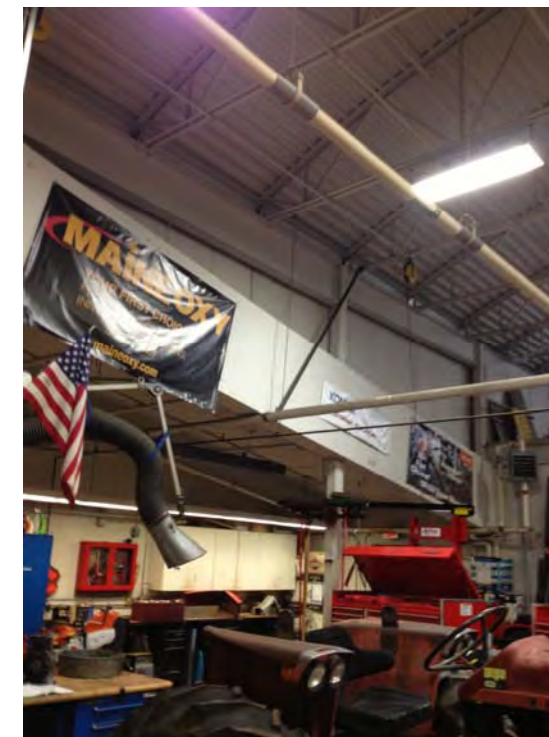
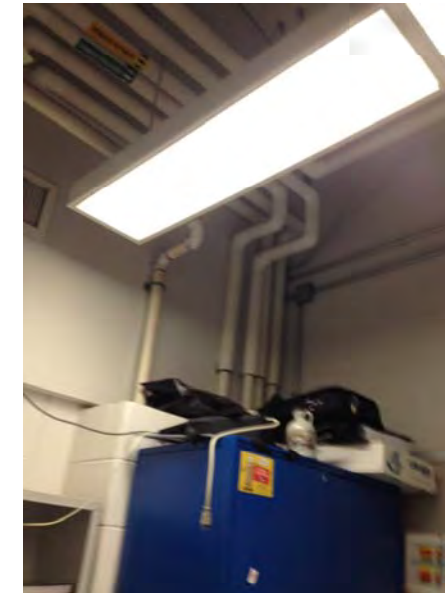
MEP systems are not working. The humidity is rusting tools. Would like AC everywhere.

Under the greenhouses there is no ventilation and is currently used as a lab.

Need Spray booth

Efficient storage for mechanic's "kits" (small engines, etc.)

Need shop to have 2 overhead doors



Existing Conditions – EO Smith High School

AgEd –Plant Science, Food Science

Jim Pomeroy (Director), Matthew Agnello (Turf), Andrew Zadora (Natural Resources), Cynthia Chotkowski (Animal Science), **Betsy Terrell (Plant Science)**

Betsy Terrell (Plant Science) notes:

Green houses need to be replaced. Need to have an operable roof and heating (current ones are 15 years old so still being paid for by the previous grant)

Need to replace all coolers (3). Current ones are too noisy and do not work.

Plant store operates seasonally. Students operate the store.

Acrylic skylights in classrooms leak. Can't control the light.

Custodians interrupt Plant science classroom (VA15) to access mechanical room (VA23).

Electricity is an issue. Currently, there is not enough power in the VoAg area. Have to turn power off in other areas at panel in order to use the laminar flow hoods for tissue culture.

The Aquaculture room (VA5) does not have enough power to run it.

Would like a canopy to shade plants outdoors.

Would like EBB-FLO benches.

For see a larger Bio-Tech curriculum, tissue culture, organic micro greens (food science).

Each office has a filtered water system.

The Town of Mansfield is supplied water from three sources: (1) UCONN (will be switching to Connecticut Water Supply Company) in the northern section of town, (2) Windham Water Works in Southern Mansfield, and (3) private wells. All water supplies are overseen by their suppliers.



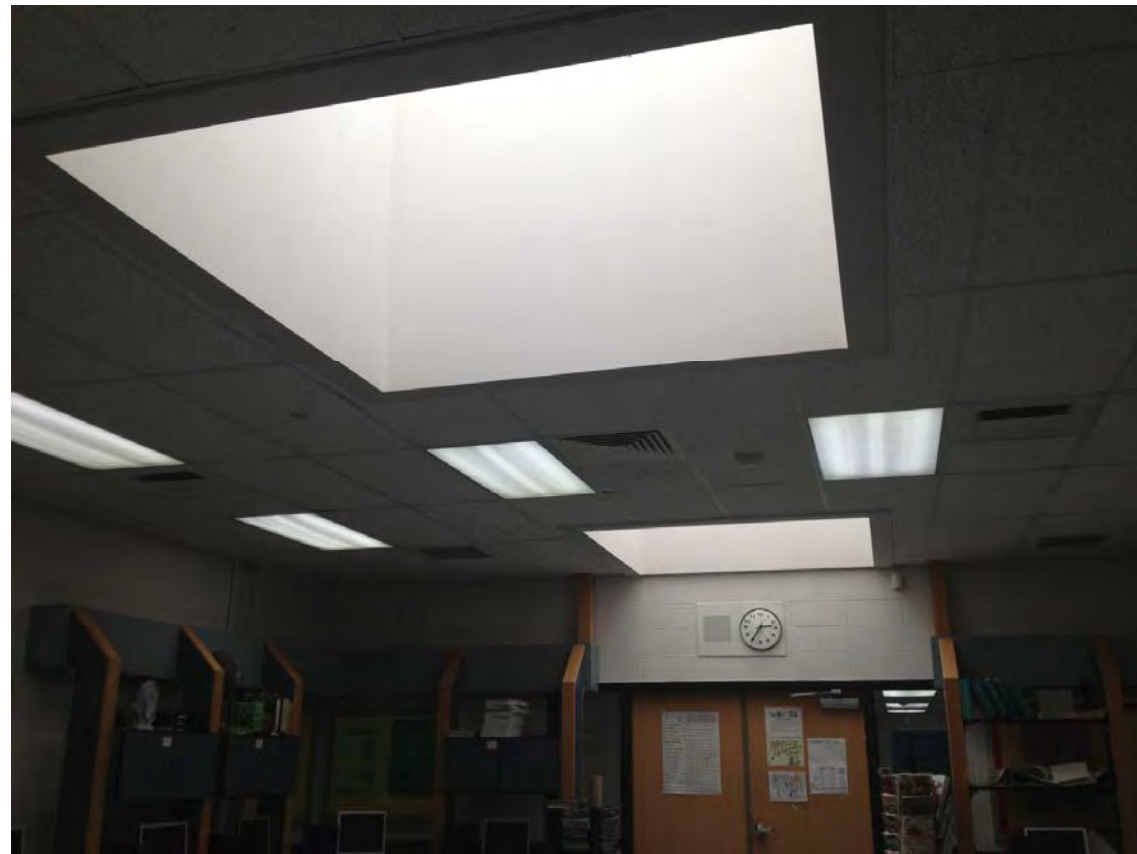
Existing Conditions – EO Smith High School

AgEd –Plant Science, Food Science



Existing Conditions – EO Smith High School

AgEd –Plant Science, Food Science



Existing Conditions – EO Smith High School

AgEd –Plant Store



Existing Conditions – EO Smith High School

AgEd –Mechanics, Plant Science, Animal Science, Natural Resources (and Aquaculture), **Turf Grass Management**, Food Science

Turf Grass Management, Matthew Agnello notes:

Currently maintaining lawns, aerating, dethatching, painting athletic lines.

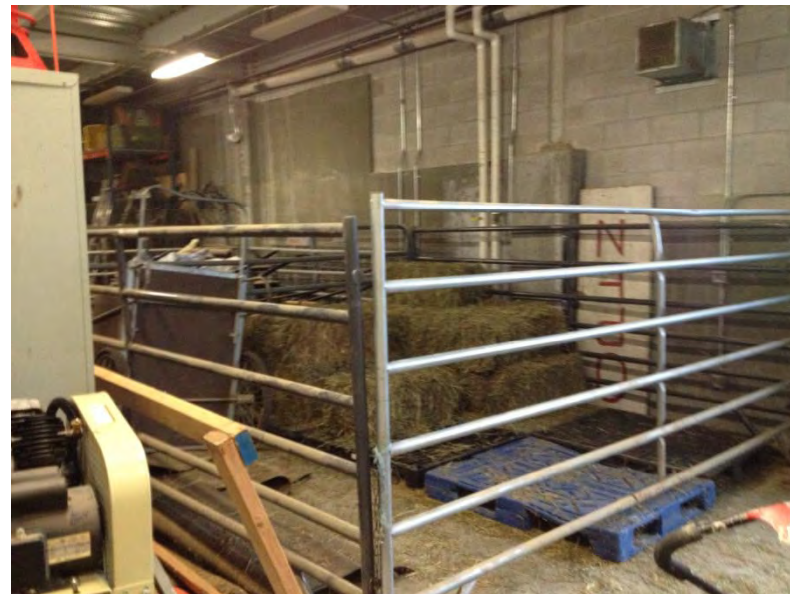
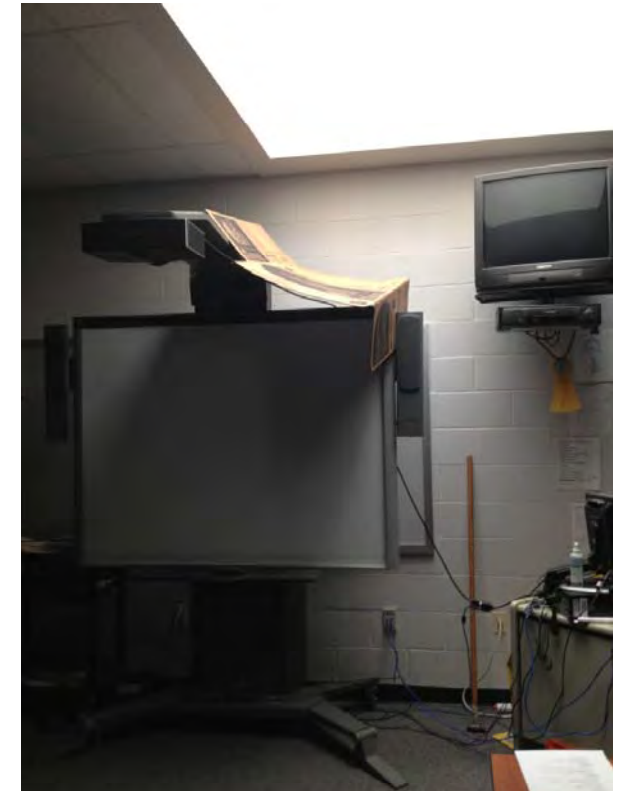
Students go into municipalities, landscapers, equipment side of taking care of lawns.

Space is under greenhouses. Need better lighting, ventilation, etc.

3 trailers not enough space (need a 3 bay garage)

Would like to be on main floor.

More storage space for Future Farmers of America



Existing Conditions – EO Smith High School

Animal Science, Cynthia Chotkowski (via Andrew Zadora)notes:

Animal outdoor space next to track and field, and students bother the animals.

Snow removal is difficult in outdoor animal area.

Must have more storage

Need more counter space

Need proper ventilation

Need natural light

Need more sinks

Need desktop computer space

Need space for:

Dog Kennel

Dog bathing tub

Small animal storage

Washer/Dryer

Chicken housing with outside door

10x10 box stalls (2)

10x10 stall for small broilers or small ruminants

Tack storage

Storage with cabinets for small animals

Floor surface to be gritty

Classroom spaces to have natural light



Existing Conditions – EO Smith High School

Natural Resources, Andrew Zadora notes:

Currently not enough storage for chainsaws etc.

The Aquaculture room (VA5) does not have enough power to run tanks.

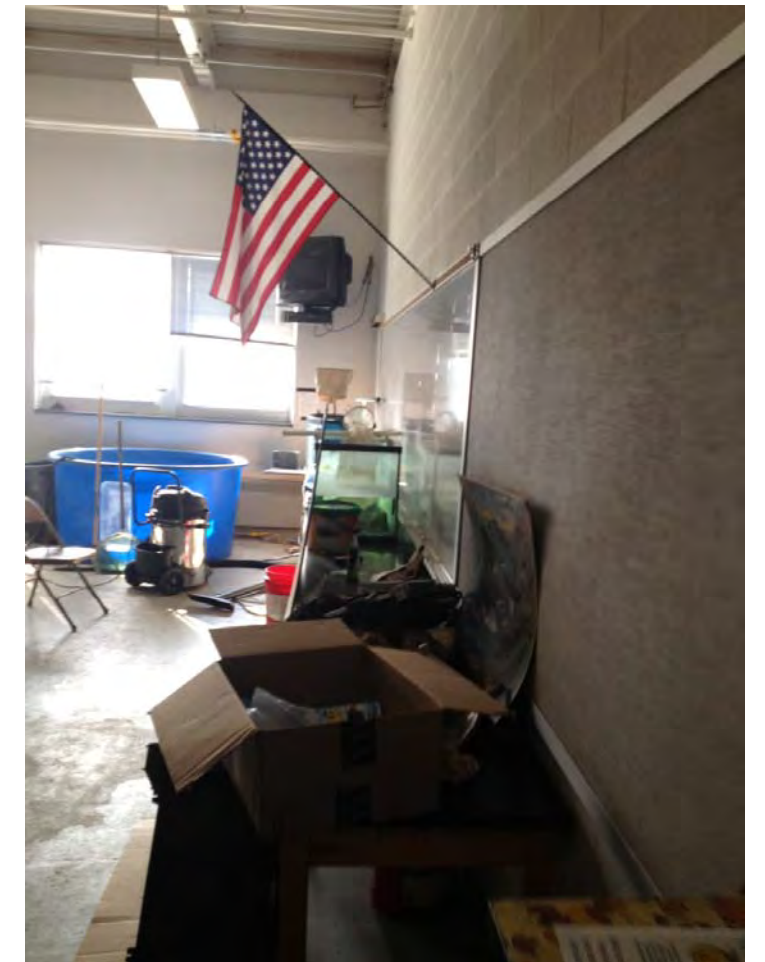
Need floor drains in Aquaculture room.

Acoustics in classrooms are a big problem.

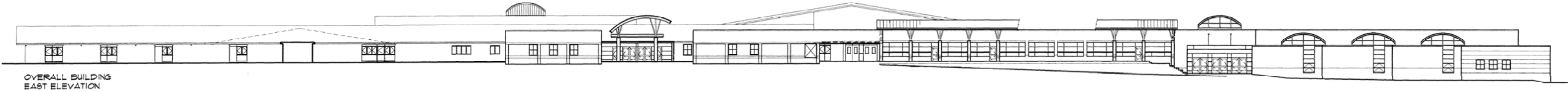
Not enough heat in classrooms.

Need natural light.

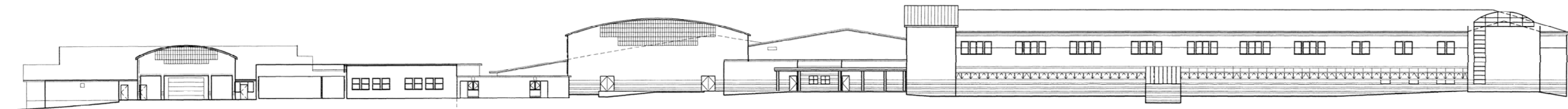
Classrooms leak water from roof.



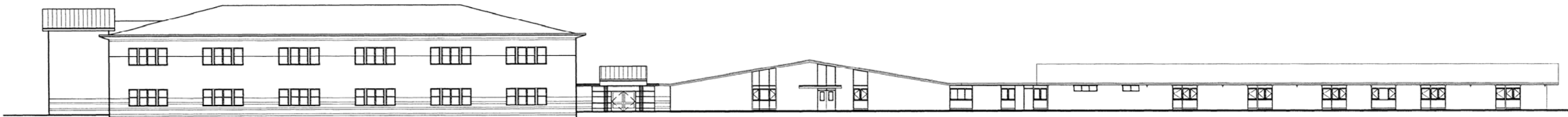
Existing Elevations – EO Smith High School



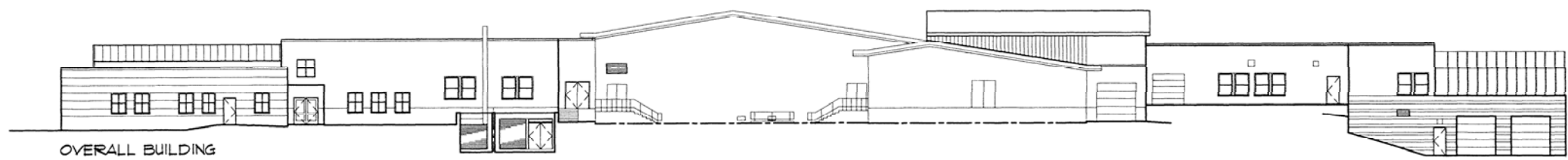
OVERALL BUILDING
EAST ELEVATION



OVERALL BUILDING
WEST ELEVATION



OVERALL BUILDING
SOUTH ELEVATION



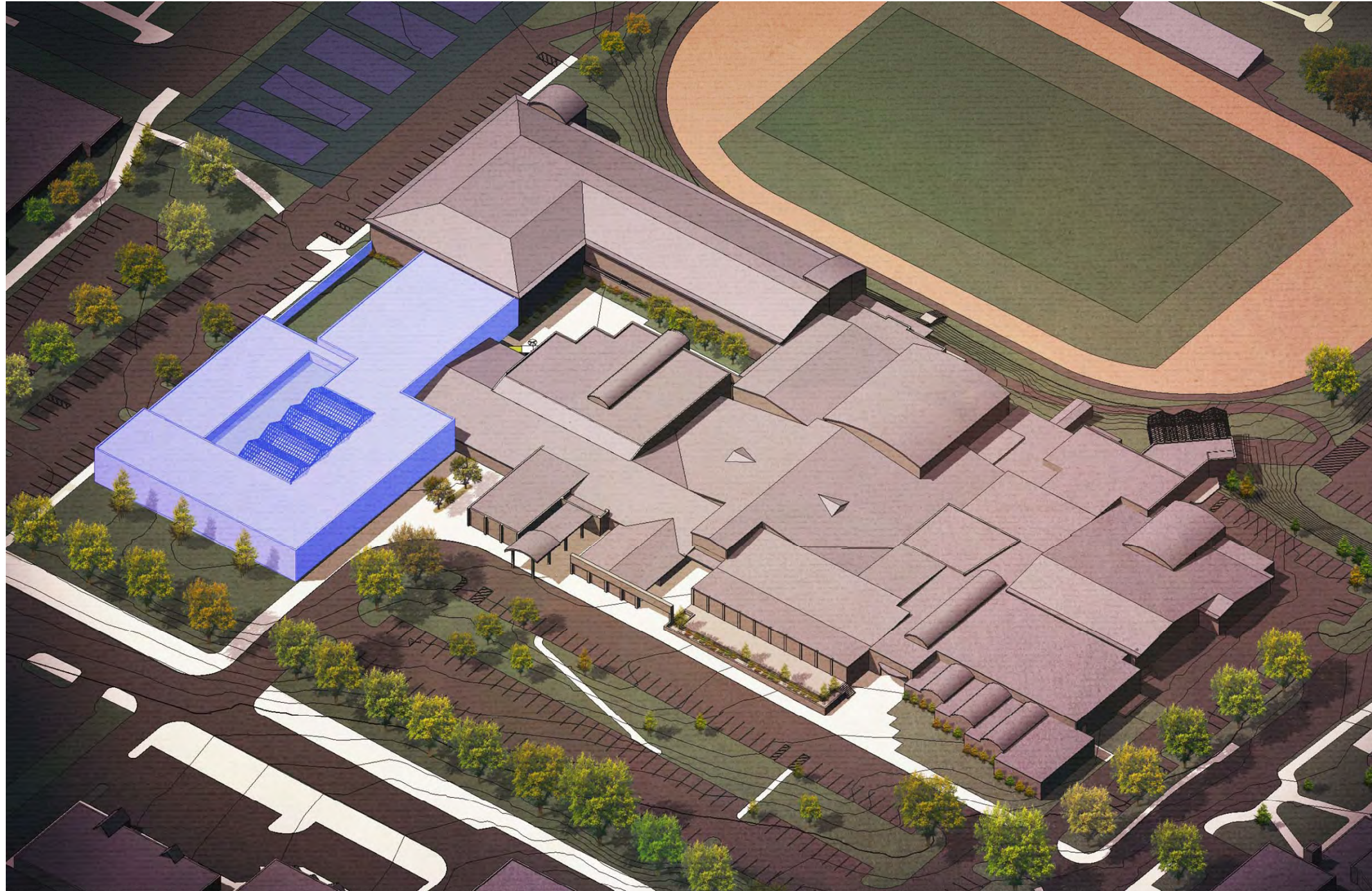
OVERALL BUILDING
NORTH ELEVATION



Existing Conditions – EO Smith High School



Design Option 1 – EO Smith High School



Pros

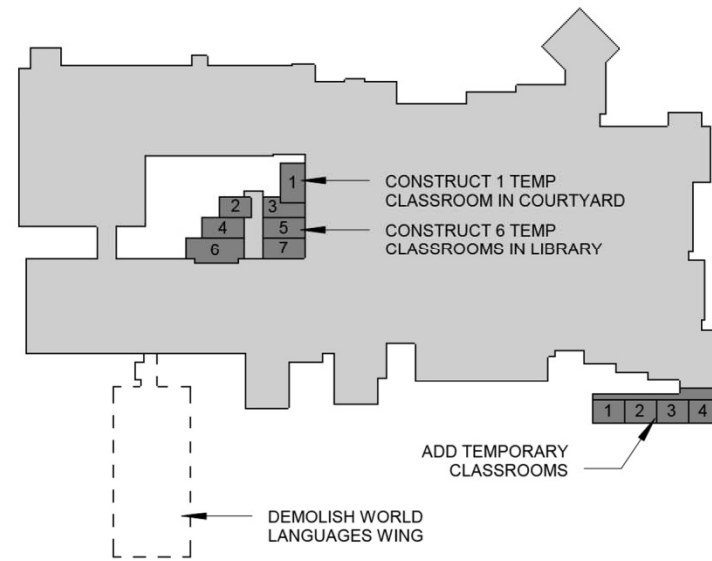
- New AgEd building out front
- Tech Ed. “Maker Space” connection to Visual Arts
- Possible expansion area at Region 19 offices for gallery or black box theater

Cons

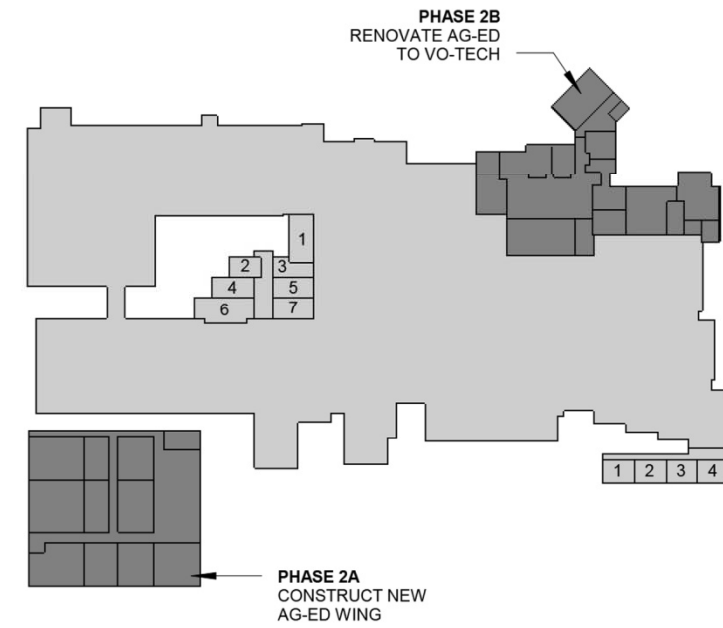
- 5 phases

Design Option 1 – EO Smith High School

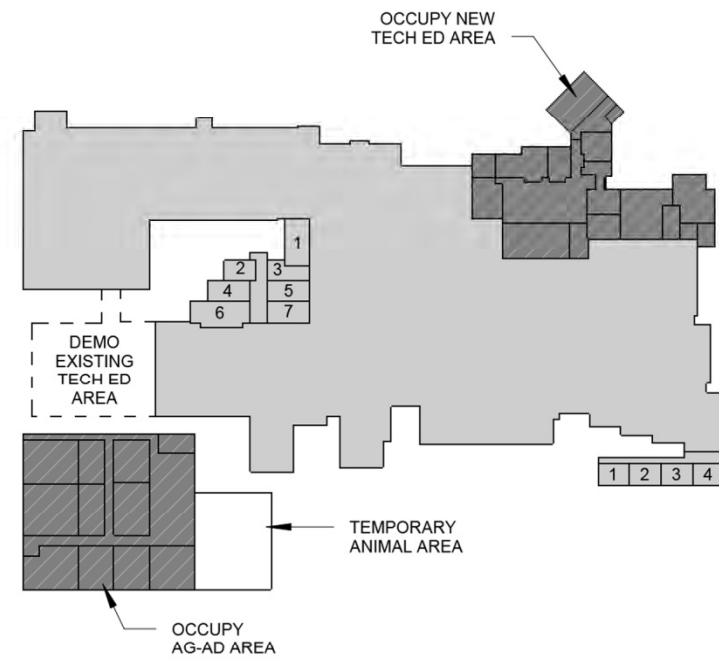
PHASE 1 4 months



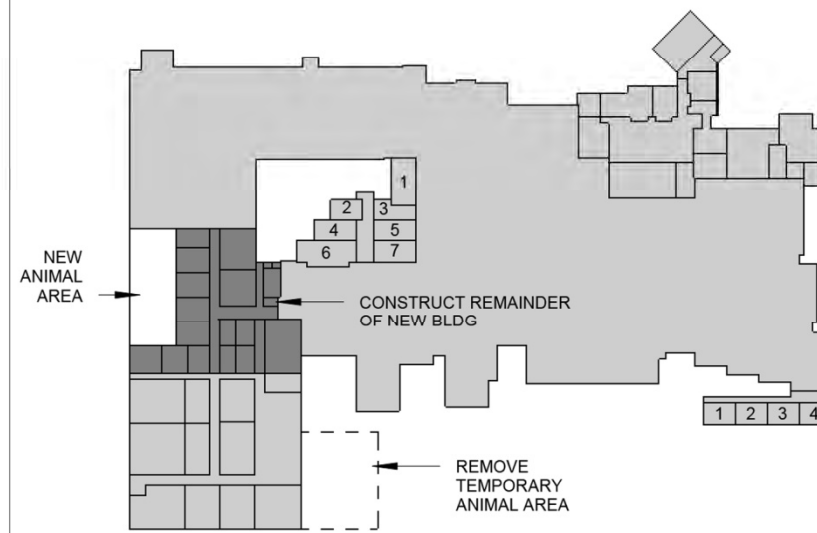
PHASE 2 12 months



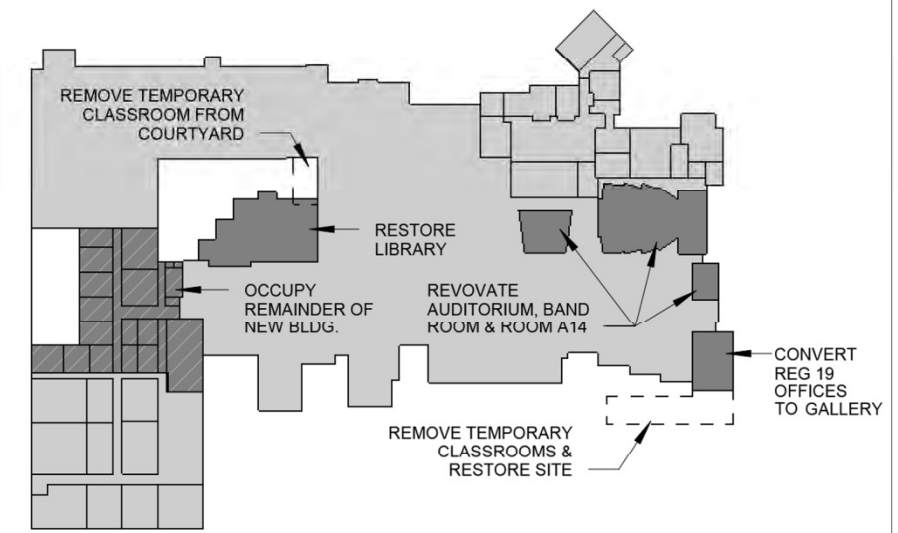
PHASE 3 4 months



PHASE 4 12 months



PHASE 5 4 months



Design Option 2 – EO Smith High School



Pros

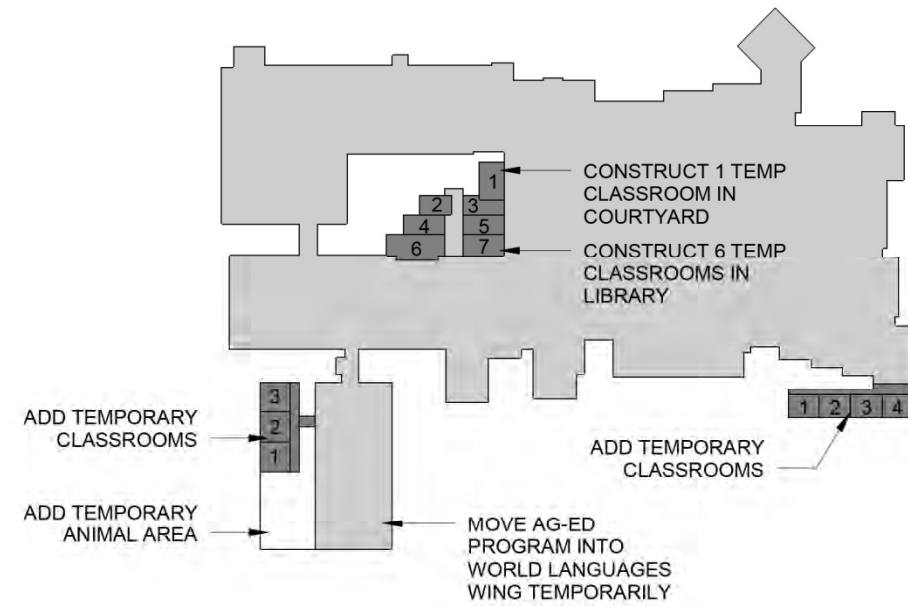
- New AgEd two story building in same location
- Minimal site disruption
- Compact layout

Cons

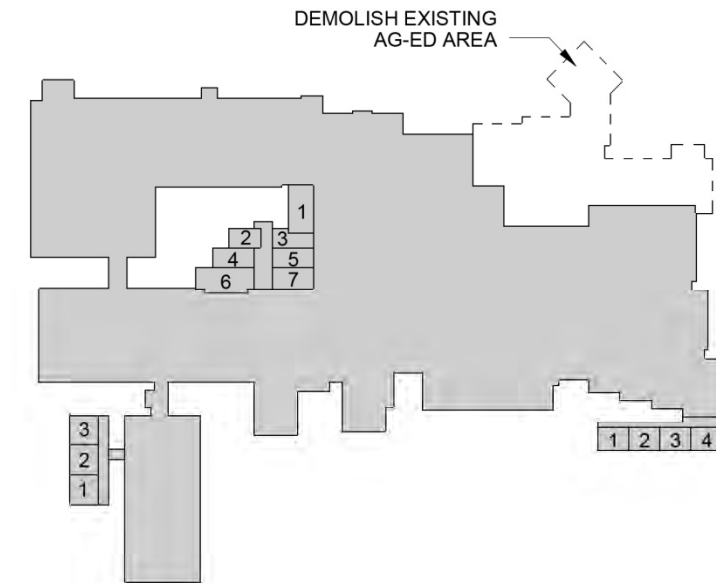
- 4 phases
- AgEd is at back of building near dumpsters and track

Design Option 2 Phasing – EO Smith High School

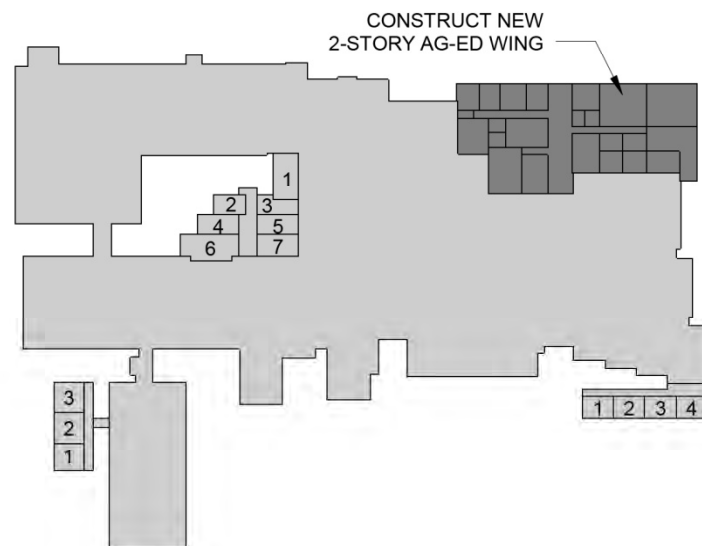
PHASE 1 4 months



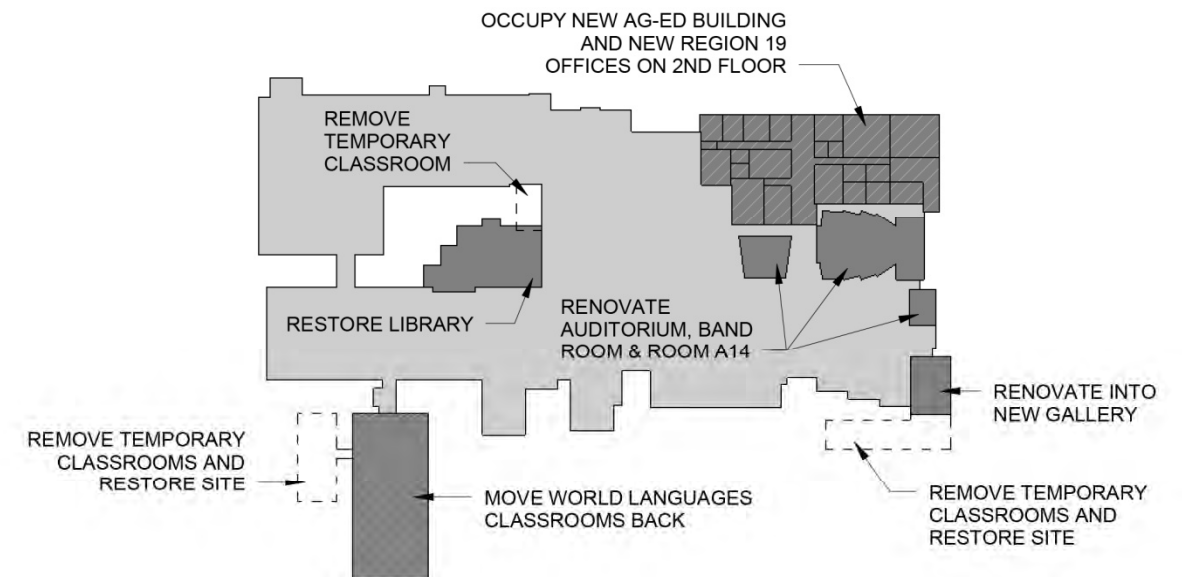
PHASE 2 4 months



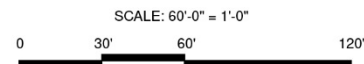
PHASE 3 16 months



PHASE 4 4 months



Design Option 3 – EO Smith High School



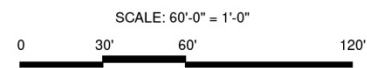
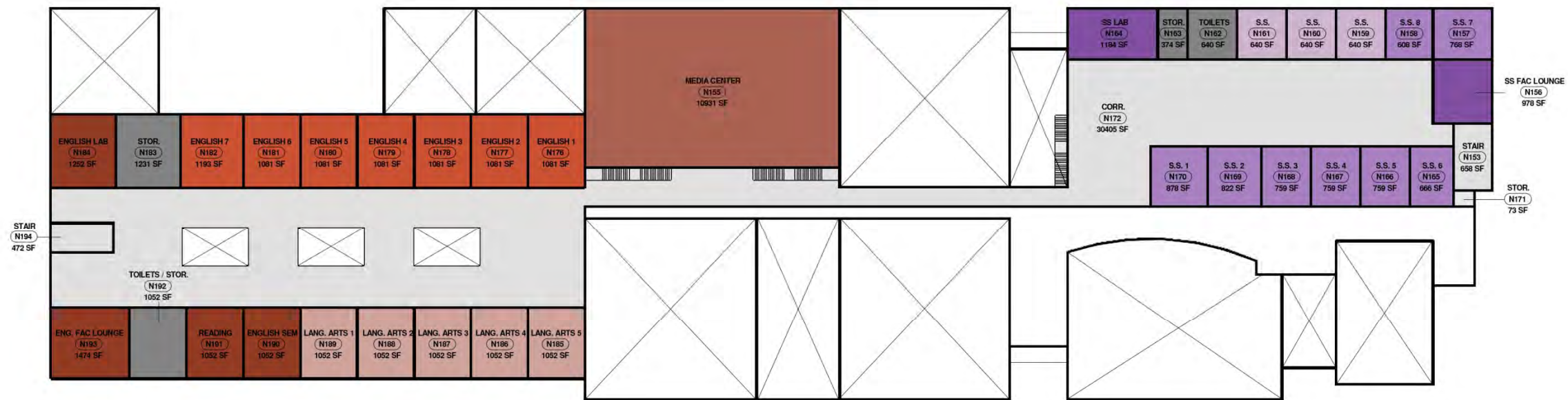
Department Legend

- | | |
|--|---|
| Admin | Circulation |
| Agriculture Education | Fine Arts |
| Cafeteria & Food Prep | Physical Ed / Health |
| Career & Tech Ed | Storage / Mech./ Toilets |
| Career & Tech Ed Lab | |

Building Total: 261,981 SF
1st Floor 137,186 SF
2nd Floor 73,618 SF
3rd Floor 61,177 SF

First Floor Plan

Design Option 3 – EO Smith High School



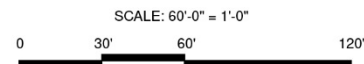
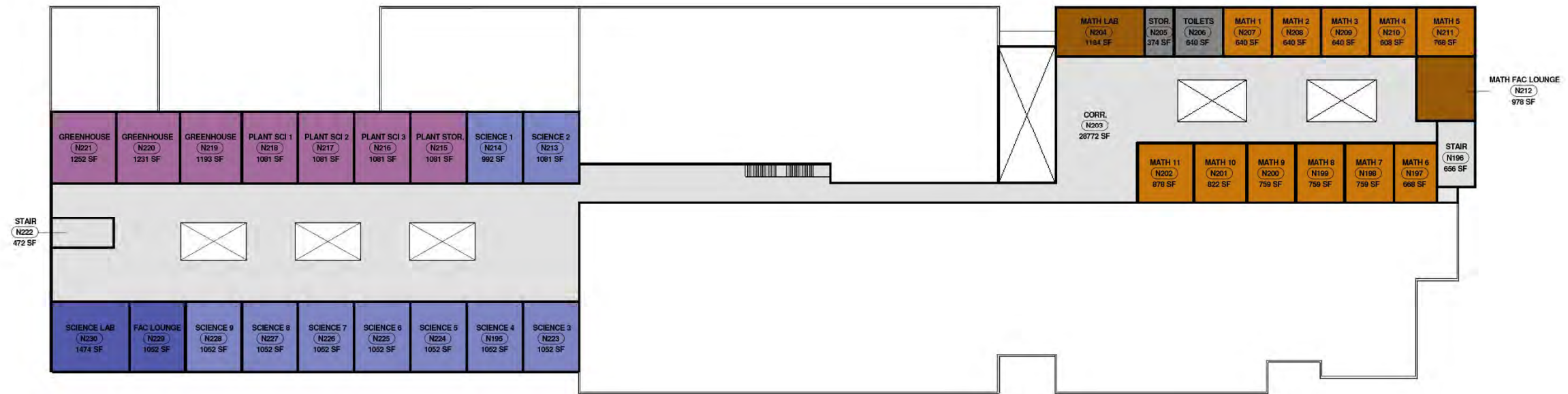
Department Legend

- | | | |
|-------------------------|------------------------|--------------------------|
| Circulation | Media / Library | Storage / Mech./ Toilets |
| English | Social Studies | |
| English Sem/Lab/Reading | Social Studies Lab/Sem | |
| Languages | Special Services | |

Building Total: 261,981 SF
1st Floor 137,186 SF
2nd Floor 73,618 SF
3rd Floor 61,177 SF

Second Floor Plan

Design Option 3 – EO Smith High School



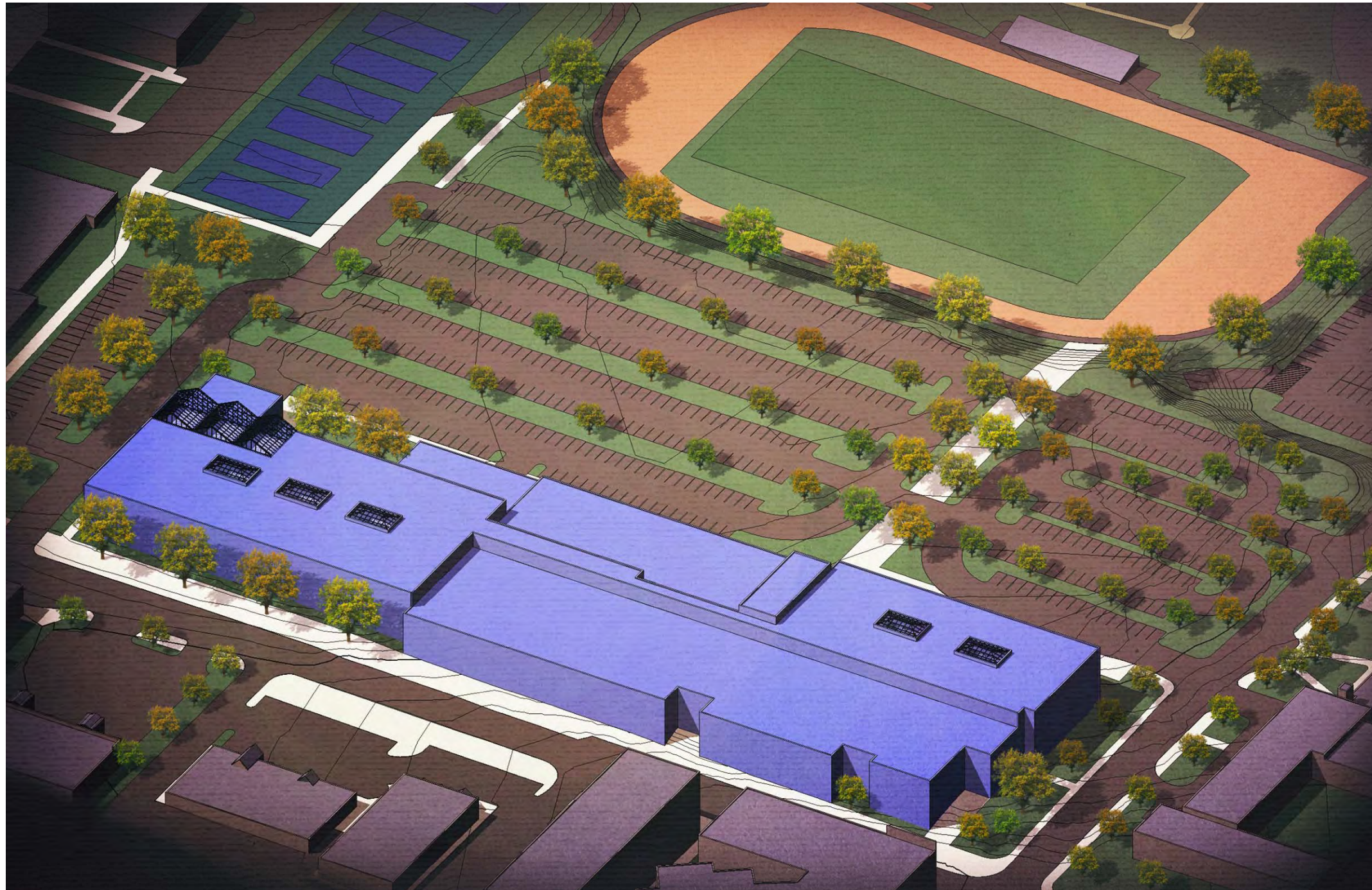
Department Legend

- Agriculture Education
- Circulation
- Math
- Math Lab / Fac
- Science
- Science Lab / Prep
- Storage / Mech./ Toilets

Building Total: 261,981 SF
1st Floor 137,186 SF
2nd Floor 73,618 SF
3rd Floor 61,177 SF

Third Floor Plan

Design Option 3 – EO Smith High School



Pros

- New three story high performance school
- Clearer circulation
- Additional Parking
- Parking between School and fields

Cons

- 5 phases

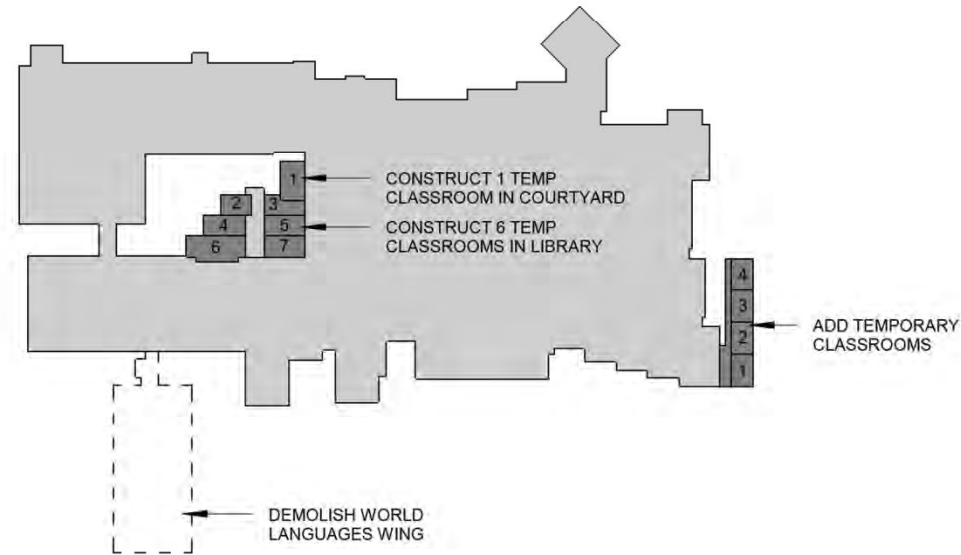
Design Option 3 – EO Smith High School



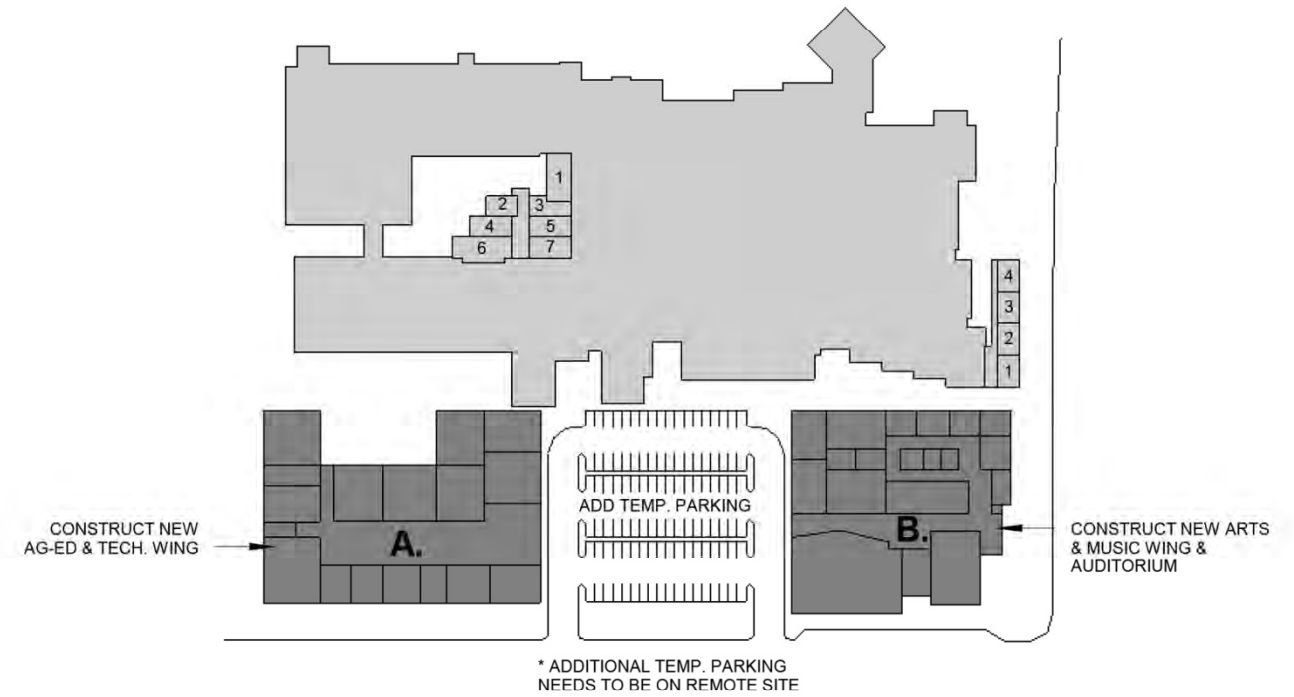
Atrium Rendering

Design Option 3 Phasing – EO Smith High School

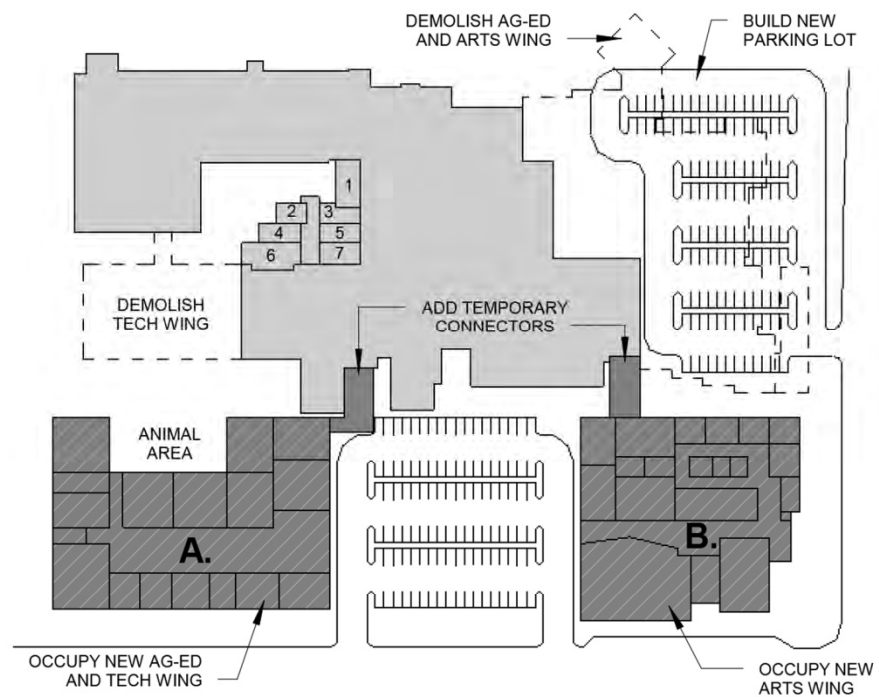
PHASE 1 4 months



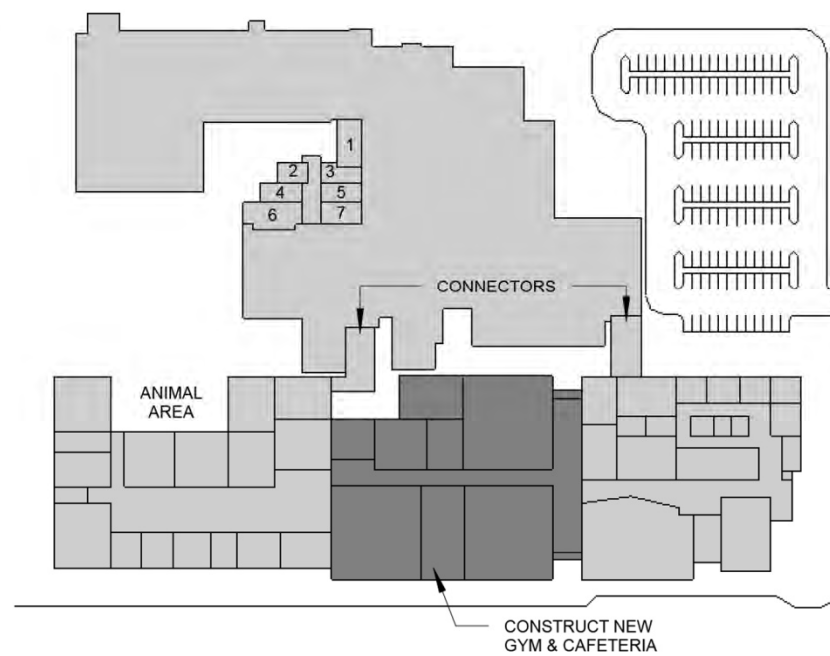
PHASE 2 18 months



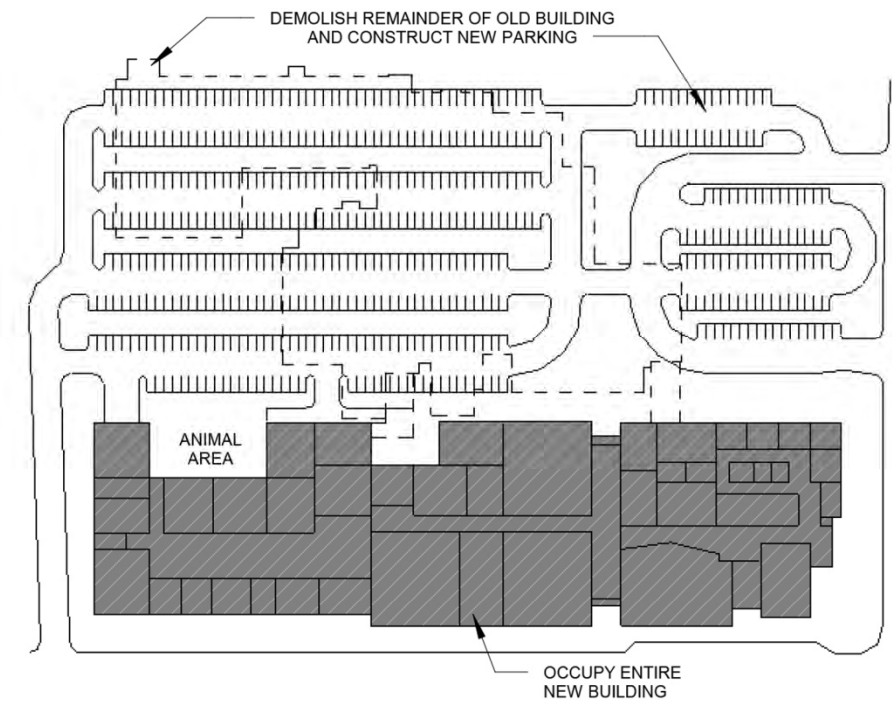
PHASE 3 6 months



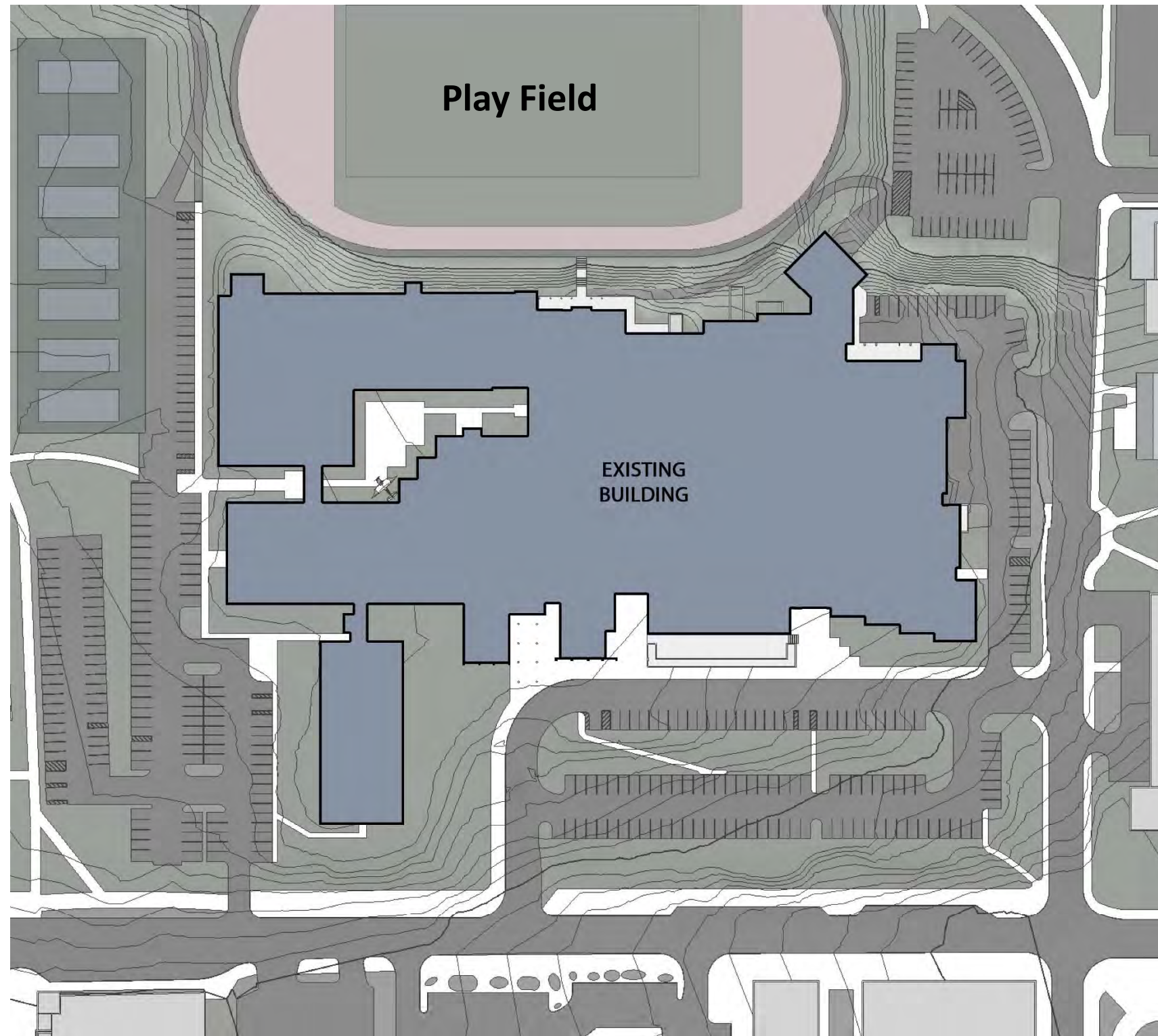
PHASE 4 14 months



PHASE 5 6 months

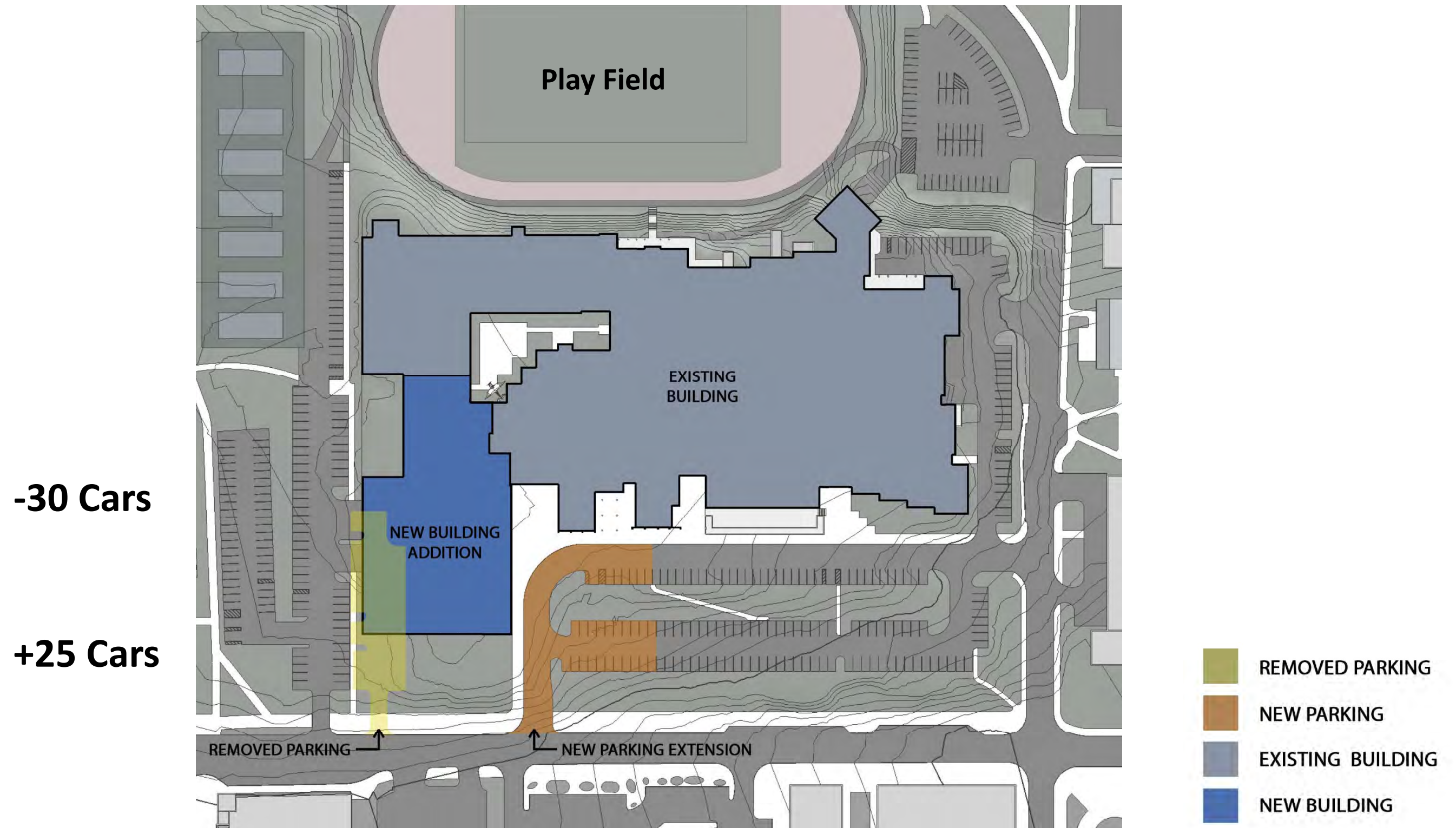


Site Design Options - Existing



Total: 259 Existing Parking Spaces

Site Design Option – 1



Pros

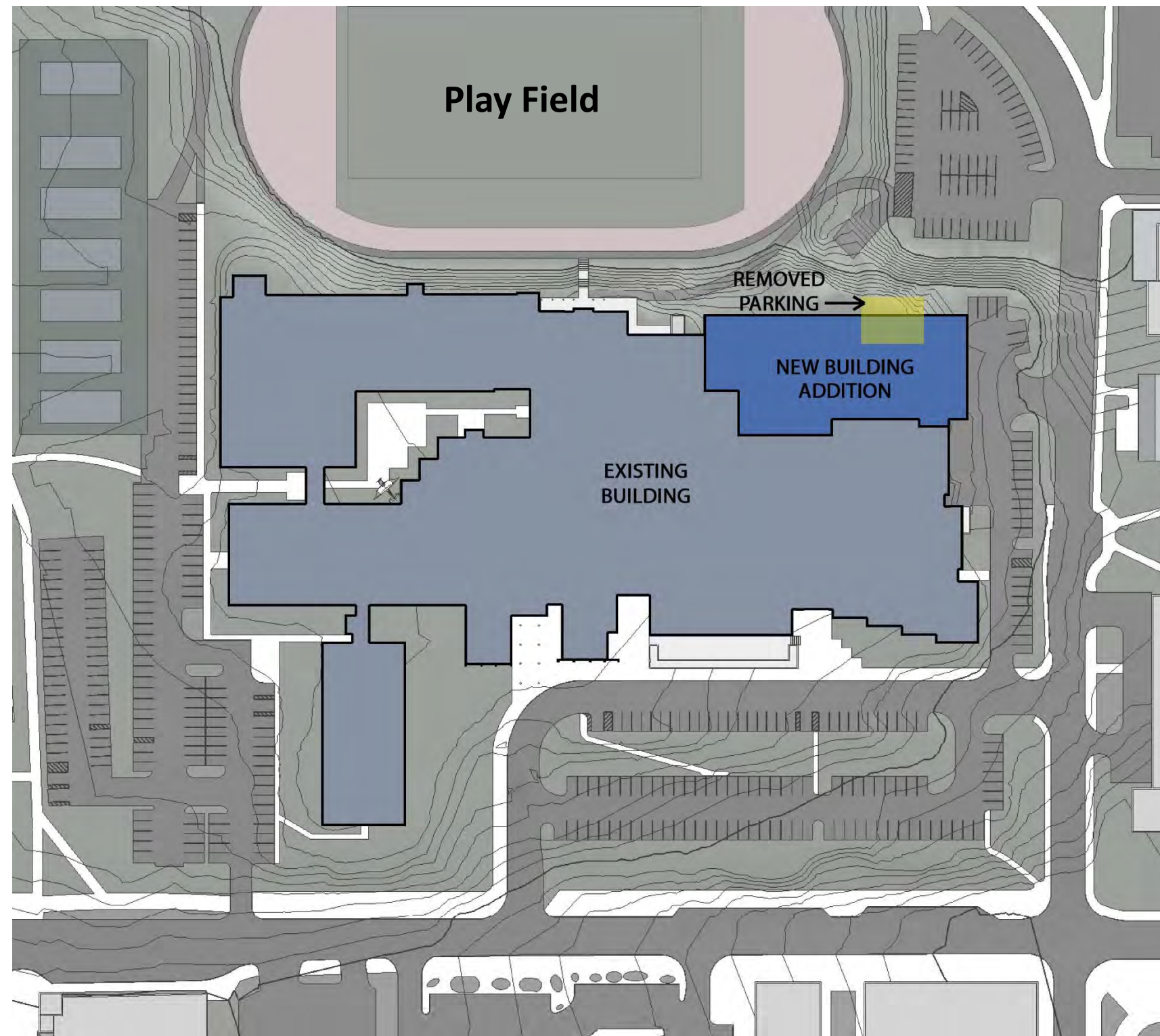
- Not impacting the majority of existing parking
- All parking accommodated on site

Cons

- Removed 5 parking spots

Total: 254 Parking Spaces

Site Design Option – 2



-10 Cars

Pros

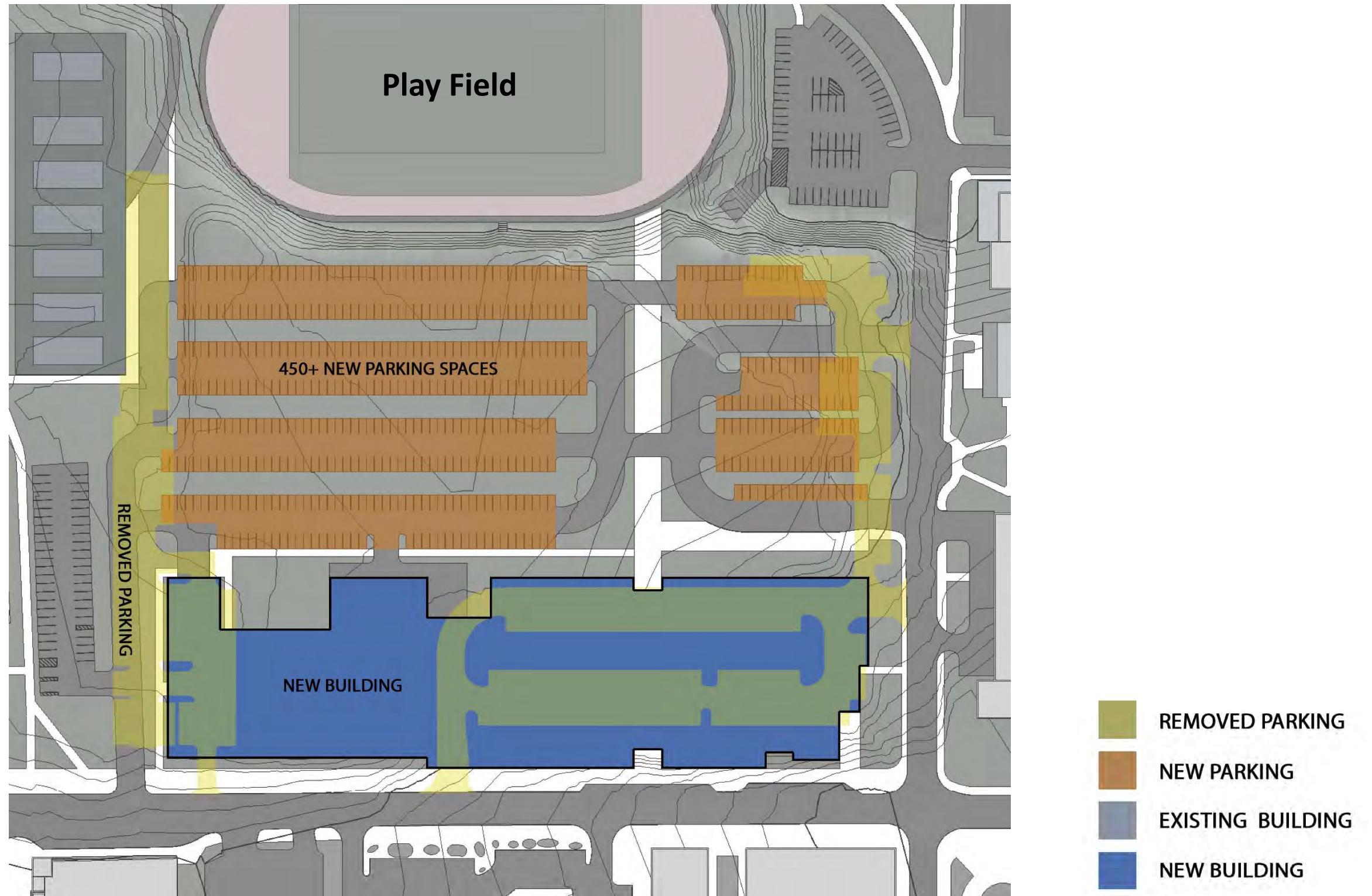
- Not impacting the majority of existing parking

Cons

- Removed 10 parking spots
- Requires ZBA approval for setbacks

Total: 249 Parking Spaces

Site Design Option – 3



Pros

- Additional parking

Cons

- Requires ZBA approval for setbacks

Total: 450 + Parking Spaces

Options Budget Comparison

	Base Line Option Acoustics, Roof, & MEP Only	Option 1 Relocates Ag-Ed & Tech-Ed	Option 2 Replaces Ag-Ed
Construction Duration =	18 Months (base duration)	36 Months (add 18 mos.)	26 Months (add 8 mos.)
1. Site Work:			
a. Abatement & Demo	10,200 SF x \$15 = \$ 153,000	27,500 SF x \$30 = \$ 825,000	23,000 SF x \$30 = \$ 690,000
b. Earthwork	0	1,000,000	600,000
c. Site Improvements	0	200,000	200,000
d. Swing Space	0	1,500,000	1,500,000
2. Building:			
a. New Construction	0	72,300 SF x \$325 = 23,498,000	46,000 SF x \$340 = \$ 15,640,000
b. Major Renovation	0	33,500 SF x \$150 = 5,025,000	10,500 SF x \$150 = 1,575,000
c. Minor Renovation	10,200 SF x \$50 = 510,000	10,200 SF x \$50 = 510,000	8,000 SF x \$50 = 400,000
d. Roof Replacement	2,700,000	2,700,000	2,700,000
e. Existing MEP Upgrades	295,000	295,000	295,000
f. Acoustic Improvements Only	890,000	incl. above	incl. above
3. Subtotal, Site + Building	\$ 4,548,000	\$ 35,552,000	\$ 23,600,000
4. Contingencies:			
a. Design	5.0% \$ 228,000	5.0% \$ 1,778,000	5.0% \$ 1,180,000
b. Estimating	5.0% \$ 228,000	5.0% \$ 1,778,000	5.0% \$ 1,180,000
5. Escalation (at 3% per year)	4.5% \$ 205,000	9.3% \$ 3,306,000	6.1% \$ 1,440,000
6. Total Construction Cost	\$ 5,209,000	\$ 42,414,000	\$ 27,400,000
7. Total Soft Cost (see next page)	\$ 821,000	\$ 5,600,000	\$ 4,700,000
8. Subtotal	\$ 6,030,000	\$ 48,014,000	\$ 32,100,000
9. Owner's Contingency 15% min reno	15% \$ 904,000	15% \$ 7,202,000	15% \$ 4,815,000
10. Total Cost To Be Funded	\$ 6,934,000	\$ 55,216,000	\$ 36,915,000
11. Estimated Reimbursement	44% - 3,065,000	75% - 41,412,000	75% - 27,686,000
12. Total Estimated Net Cost	\$ 3,869,000	\$ 13,804,000	\$ 9,229,000
13. Rounded	Say \$ 3.9 Million	Say \$ 13.8 Million	Say \$ 9.3 Million

Options Budget Comparison

	Option 3 New Building on Existing Site		Option 4 New Building on Another Site	
Construction Duration =	48 Months (add 30 mos.)		24 Months (add 6 mos.)	
1. Site Work:				
a. Abatement & Demo	234,000 SF x \$20 =	\$ 4,680,000	234,000 SF x \$20 =	\$ 4,680,000
b. Earthwork		2,000,000		2,000,000
c. Site Improvements		3,000,000		3,000,000
d. Swing Space		1,500,000		0
2. Building:				
a. New Construction	267,000 SF x \$290 =	\$ 77,430,000	267,000 SF x \$290 =	\$ 77,430,000
b. Major Renovation		0		0
c. Minor Renovation		0		0
d. Roof Replacement		0		0
e. Existing MEP Upgrades		0		0
f. Min. Acoustics Improvements		0		0
3. Subtotal, Site + Building		\$ 88,610,000		\$ 87,110,000
4. Contingencies:				
a. Design	5.0%	\$ 4,430,000	5.0%	\$ 4,356,000
b. Estimating	5.0%	\$ 4,430,000	5.0%	\$ 4,356,000
5. Escalation (at 3% per year)	12.5%	\$ 11,100,000	6.1%	\$ 5,314,000
6. Total Construction Cost		\$ 108,570,000		\$ 101,136,000
7. Total Soft Cost (see next page)		\$ 7,600,000		\$ 7,600,000
8. Subtotal		\$ 116,170,000		\$ 108,736,000
9. Owner's Contingency 10% min new	10%	\$ 11,617,000	10%	\$ 10,874,000
10. Total Cost To Be Funded		\$ 127,787,000		\$ 119,610,000
11. Estimated Reimbursement	70%	- 89,451,000	70%	- 83,727,000
12. Total Estimated Net Cost		\$ 38,336,000		\$ 35,883,000
13. Rounded		Say \$ 38.4 Million		Say \$ 35.9 Million

Options Budget Analysis - Soft Costs Only

	Base Line Option Acoustics, Roof, & MEP Only	Option 1 Relocates Ag-Ed & Tech-Ed	Option 2 Replaces Ag-Ed
Construction Duration =	18 Months	36 Months	26 Months
7. Soft Costs:			
a. A/E Consultants	10% \$ 521,000	8% \$ 3,400,000	9% \$ 2,500,000
b. Structural Peer Review	0	50,000	50,000
c. Owner's Rep	100,000	300,000	300,000
d. Commissioning Agent	50,000	300,000	300,000
e. Ag-Ed FF&E	0	175 students x \$5,000 ea = 875,000	175 students x \$5,000 ea = 875,000
f. Ag-Ed Technology Equipment	0	175 students x \$2,000 ea = 350,000	175 students x \$2,000 ea = 350,000
g. Moving Expenses	0	30,000	30,000
h. Other Misc. Soft Costs (Admin., Legal, Accounting, etc.)	150,000	295,000	295,000
	<u>\$ 821,000</u>	<u>\$ 5,600,000</u>	<u>\$ 4,700,000</u>
Total Soft Costs	\$ 821,000	\$ 5,600,000	\$ 4,700,000

Options Budget Analysis - Soft Costs Only

	Option 3 New Building on Existing Site	Option 4 New Building on Another Site
Construction Duration =	48 Months	24 Months
7. Soft Costs:		
a. A/E Consultants	5% \$ 5,400,000	5% \$ 5,400,000
b. Structural Peer Review	50,000	50,000
c. Owner's Rep	300,000	300,000
d. Commissioning Agent	300,000	300,000
e. Ag-Ed FF&E	175 students x \$5,000 ea = 875,000	175 students x \$5,000 ea = 875,000
f. Ag-Ed Technology Equipment	175 students x \$2,000 ea = 350,000	175 students x \$2,000 ea = 350,000
g. Moving Expenses	30,000	30,000
h. Other Misc. Soft Costs (Admin., Legal, Accounting, etc.)	295,000	295,000
	<u>\$7,600,000</u>	<u>\$7,600,000</u>
Total Soft Costs	\$ 7,600,000	\$ 7,600,000

LEGAL NOTICE

Regional School District 19 is issuing a Request for Qualifications and a Request for Proposals for Architectural/Engineering Services for the High School Project

In accordance with the requirements set forth in C.G.S. Section 10-287(b), Regional School District #19 (the District) issues this notice of its Request for Qualifications (RFQ) and Request for Proposals (RFP) for the provision of pre-design, architectural/engineering design and construction administration services in connection with the possible construction of a new high school.

An information packet containing the RFQ and RFP documents may be picked up at the District Office of the Superintendent located at 1235 Storrs Road, Storrs-Mansfield, CT 06268 (District Offices) on or after February 19, 2016 between the hours of 8:00 a.m. to 4:00 p.m. on days when school is in session.

Copies of the RFQ and the RFP documents may also be requested by email to supt@eosmith.org. To obtain the information packet, the recipient will be required to provide identification and company contact information (including phone number and email).

Proposers must respond to both the RFQ and RFP. **However, the response to the RFQ and the response to the RFP must be submitted separately, each in a sealed envelope labeled RFQ or RFP, as applicable, with the name of the Respondent and the words "Architectural/Engineering Services for the High School Project". The RFQ response should contain no information pertaining to the costs of the Project or to fees.**

IMPORTANT DATES

Question Deadline: All questions regarding the RFQ/RFP and the Project shall be submitted via email to supt@eosmith.org no later than 2:00 p.m. on **March 2, 2016**.

Responses to Questions: To be provided via email no later than **March 6, 2016** to those who obtained a copy of the RFQ/RFP Documents from the District Offices and provided identification and a valid email address to the District.

Responses to the RFQ/RFP: All Responses to the RFQ/RFP must be received at the District Offices no later than **2:00 p.m. on March 13, 2016**. Any response that is not submitted by that date and in accordance with the submission requirements set forth in the RFQ/RFP will be rejected and returned unopened to the Respondent..

Projected Contract Award Date: On or around **March 20, 2016**.

The District reserves the right to withdraw the RFQ/RFP, to waive any informality or irregularity in any submissions received, to negotiate changes to offered terms, to reject any and/or all submissions and to make an award that is in the best interest of the District.

**Request for Qualifications
and
Request for Proposals
For
Architectural/Engineering Services**

for

**Regional School District #19
HIGH SCHOOL PROJECT**

February 19, 2016

Regional School District #19
1235 Storrs Road
Storrs, CT 06268

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VIII. Additional Information

Attachments and A-1 Reference Documents

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Projected Contract Award Date: On or around **March 20, 2016**.

The District reserves the right to withdraw the RFQ/RFP, to waive any informality or irregularity in any submissions received, to negotiate changes to offered terms, to reject any and/or all submissions and to make an award that is in the best interest of the District.

I. Background

The Regional School District #19 currently operates the Edwin O. Smith High School located at 1235 Storrs Road, Storrs, CT 06268 which has a current student enrollment of 1,200 students.

The District is considering the relocation of the High School to a new facility that would be constructed by the District on a parcel located in Mansfield, Connecticut (the "Project"). The District engaged Tai Soo Kim Partners Architects to perform a study of the portions of the existing Edwin O. Smith High School and provide a report of their findings. This report may be viewed at: <http://www.eosmith.org/RFQ> or <http://www.eosmith.org/buildingproject>

This solicitation is both a Request for Qualifications ("RFQ") and a Request for Proposals ("RFP") for the Architectural/Engineering Services necessary for the pre-design, design and construction administration services for the Project. This RFQ/ RFP has been publically advertised. Proposers are required to respond to both the RFQ and RFP in accordance with the requirements set forth below.

II. Objectives and Scope of Services

- A. The pre-design services will include Facility Planning, Programming, Site Assessment and Feasibility Studies as more particularly described on Exhibit A, the objectives of which will be to:
1. Determine the configuration, size, interior and exterior program, and characteristics of a new High School facility:
 2. Evaluate the proposed site to determine its adequacy to support the proposed high school facility and its attendant fields, parking, and circulation;
 3. Develop plans and documentation sufficient to support the community in its evaluation of the proposed project.
 4. Establish project cost estimates to assist the community in its evaluation of the proposed project.
- B. Provided that, at the conclusion of the pre-design services, the District decides to move forward with the design phase services, which are more particularly described on Exhibit A, the objectives will be to design a new high school facility consistent with the needs of the District and the conclusions reached in the course of the pre-design services.

III. Process

A. Responses to the RFQ and RFP

Proposers must respond to both the RFQ and the RFP however such responses must be submitted in **separate sealed envelopes** clearly **marked with the name of the Proposer and labeled RFQ or RFP, as applicable, and the words "Architectural/Engineering Services for the High School Project"**. **The RFQ response should contain no information pertaining to the costs of the Project or to fees.** Responses that are not submitted in this manner will be rejected.

Responses must be received no later than March 13, 2016 by 2:00 p.m. at the District Office of the Superintendent located at 1235 Storrs Road, Storrs-Mansfield, CT 06268. Each sealed envelope must include 2 paper copies of the response. Responses must be delivered by U.S. mail or hand delivered. **Facsimile (FAX) proposals will not be accepted by the District under any circumstances.**

B. Selection

Evaluation of responses to this RFQ/RFP and the selection of the Contract awardee will be the responsibility of the Building Committee. The Building Committee may reject any or all proposals for any reason as the Building Committee deems appropriate.

The evaluation and selection process will take place in two stages.

First, the Building Committee will review all responses to the RFQ and, based on those responses and the Qualification Criteria described below, the Building Committee will identify all Proposers which are determined by the Building Committee to be responsible qualified Proposers (the "Qualified Proposers").

Second, the Building Committee will open and review the responses to the RFP submitted by the Qualified Proposers. **Responses to the RFP submitted by Proposers who are not Qualified Proposers will be returned unopened to the submitting Proposers.** The Building Committee will evaluate the responses to the RFP submitted by the Qualified Proposers and determine the "four most responsible qualified Proposers" using the Qualification Criteria and the Proposal Criteria set forth below in Sections III.A. and IV.A., respectively, giving due consideration of the Qualified Proposer's pricing for the Services as well as Qualified Proposer's (i) experience with work of similar size and scope as required for the Project, (ii) organizational and team structure for the Project, (iii) past performance data, including, but not limited to, adherence to project schedules and project budgets and the number of change orders for projects, (iv) the approach to the work required for the Project, and (v) documented contract oversight capabilities. The Contract will be awarded to one of the "four most responsible qualified Proposers" after consideration of all of the foregoing.

In its review of responses to this RFQ/RFP and selection of the Contract awardee, the Building Committee will be guided by the selection of the Contract awardee that would best serve the interest of the District. The Building Committee reserves the right to negotiate with one or more of the "four most qualified Proposers" and to accept modifications to the scope of services and fees proposed when such action would be in the best interest of the District, but only to the extent that such actions would not constitute a failure to comply with Section 10-287(b)(2) of the Connecticut General Statutes.

If determined to be warranted by the Building Committee, the Building Committee may conduct interviews of some or all of the Qualified Proposers to assist the Building Committee in the selection process. Included in the Building Committee's request that a Qualified Proposer participate in an interview, the Building Committee will provide the name(s) of the member(s) of the Building Committee who will conduct the interview and the date by which the Qualified Proposer must submit an affidavit disclosing its relationship(s) with the interviewer(s) or confirming that it has no relationship(s) with the interviewer(s). The names of interviewers will be released solely to enable the Qualified Proposer to prepare the affidavit and neither the Qualified Proposer nor its representatives shall directly or indirectly contact the interviewer(s) prior to or following the interview process.

The submission of responses to this RFQ/ RFP constitutes a declaration by the Respondent that no person or persons other than members of Respondent's own organization are interested in the Project or in the Contract proposed to be awarded; that the submission is made without any connection with any other person or persons making a proposal for the same services and is in all respects fair and without collusion or fraud; that no persons acting for or employed by the District is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the District.

C. Form of Contract

The District intends to use, and the Contract awardee will be expected to execute, a contract substantially similar to the form of contract attached hereto as Exhibit C (the "Contract"). The Contract is a modified version of the AIA Document B101-2007. If a Respondent has objections to any of the terms and conditions of the Contract, such objections should be included in the Respondent's response to the RFP. The District reserves the right to make further modifications to the Contract prior to execution as determined to be in the best interest of the District.

D. District's Right to Withdraw/Reject

The District reserves the rights to amend or terminate this RFQ/RFP, accept all or any part of a response, reject all responses, waive any informalities or non-material deficiencies in a response, and award the Contract to the Respondent that, in the District's judgment, will be in the District's best interest.

IV. Requirements for Request for Qualifications

A. Qualification Criteria

The District will identify those Proposers that the District deems to be Qualified Proposers based on the criteria below (the "Qualification Criteria"):

1. The proposer is a legal entity properly licensed or registered under the laws of the State of Connecticut to perform the services that are the subject of this solicitation and is otherwise authorized to do business in the State of Connecticut.
2. The proposer has adequate experience in providing Architectural/Engineering services, generally, and, in particular, has adequate experience in the past five years designing school construction projects eligible for reimbursement from the Connecticut Department of Administrative Services (DAS) of a similar size and scope as the Project.
3. The proposer has adequate experience dealing with the DAS reimbursement process and with the preparation of the related documentation that must be filed to secure DAS for reimbursement.
4. The proposer is able to demonstrate an adequate level of performance on past projects, including, without limitation, adherence to project schedules and project budgets and the satisfaction of past owners with such performance.
5. The proposer's staff proposed to be assigned to the Project ("Project Team") has satisfactory qualifications and experience on past projects of similar size and scope as the Project.
6. The proposer is able to demonstrate that the members of the Project Team have performed satisfactorily on past projects to the satisfaction of the owners of such projects.
7. The proposer has an adequate degree of contract oversight capability and the organizational, team, and management structure proposed for the Project is satisfactory.
8. The number, context, and, where applicable, outcomes, of claims, disputes, arbitration, and litigation proceedings involving the proposer are acceptable.
9. The proposer's approach to the Project and degree of the proposer's demonstrated ability to develop and control project costs, quality, and schedule as well as the proposer's methods for doing so, is satisfactory.

B. Content of Response to RFQ

Each proposer will be evaluated using the above Qualification Criteria. To assist and expedite this evaluation, each proposer must provide the following information in the order listed below:

1. A Letter of Transmittal signed by a principal of the proposer, not to exceed two (2) pages, describing in narrative form the proposer and proposer's qualifications and why such proposer is the best professional for the Project.
2. Proposer Information:
Please provide the following:
 - (a) The name and location of the proposer, including the office location that will be serving the District.
 - (b) A brief general description of proposer's business.
 - (c) The organizational structure of the proposer. If the proposing entity is a subsidiary of another entity, provide the name of the parent entity.
 - (d) The number of personnel employed by the proposer (please include the number of staff dedicated to provide requested services).
3. Statement of Qualification to include, but not necessarily limited to, the following:
 - (a) Name and address of proposer.
 - (b) Identify proposer's contact person for this project and provide a phone number, fax number and e-mail address that the Building Committee may use to issue further information.
 - (c) A brief history of the business of proposer.
 - (d) Provide a list of proposer's Project Team Members, including any consultants and subconsultants.
 - (e) List the staff proposed to work on the Project along with related responsibilities they will devote to the Project. Provide resumes of key personnel that would be assigned to the Project and a brief description of similar projects.
 - (f) If a specified design team will be used for the Project (the "Design Team"), please provide an organization chart showing the personnel of the Design Team and their proposed involvement in the Project. Please include the qualifications of all Design Team members. Please indicate how the Design Team will be managed.
 - (g) List projects that proposer has been involved with similar challenges to this school building project within the past five years.
 - (h) Indicate if any claims, disputes, arbitration or litigation proceedings have occurred on any of these projects. If so, identify if they were between Owner/Architect or Owner/Contractor and give the status of each.
 - (i) List five (5) references, of projects similar to the Project providing for each:
 - (i) Client name and location;
 - (ii) Contact name, title and telephone number;
 - (iii) Starting date of service;
 - (iv) List of Project Team Members, consultants and staff involved.
 - (v) Size (project cost and square feet) and location of project.

[References must be relevant to services performed within the last forty-eight (48) months and shall include specific details on how the project represents a project of similar scope. Information on proposer's specific role in each project must be included.]

- (j) List the last five (5) public high school projects that proposer has completed in the last ten (10) years. Demonstrate the Design Team's ability to develop and control project costs, quality and schedule and provide for each:
 - (i) The proposed budget and construction schedule.
 - (ii) The total cost of change orders not requested by the owner.
 - (iii) The awarded construction contract amount.
 - (iv) LEED or similar type of energy efficient design strategies
 - (v) Contact name and telephone numbers for the Owner and Contractor (specific individuals).
- (k) Please state what experience the proposer has in assisting school projects to secure funding. Describe experience with Department of Education/Administrative Services, Bureau of School Facilities.
- (l) Please indicate the location where the design work for the Project will be accomplished.
- (m) Name, address and role of any subconsultant to be engaged by proposer for the services.

A fee schedule for services **should not be included** in the RFQ response.

4. Understanding of the Issues

Provide a one-page statement of the proposer's public school design philosophy, describe your understanding of the issues facing projects like the proposed Project, possible solutions, and any critical issues that could affect a successful outcome.

5. Technical Approach

Describe your vision of the school project process including:

- (a) How your design process works
- (b) Development of initial concepts
- (c) Refinement of initial concepts
- (d) Delivery of conceptual designs and cost estimates sufficient to support a bonding referendum
- (e) Development of State of Connecticut School Construction Grant packages through the Department of Administrative Services, Division of Construction Services, Office of School Construction Grants (OSCG)
- (f) Detailed design phase
- (g) Construction phases(s)
- (h) Final delivery

6. Workload Capacity

Provide a list of current projects and expected dates of completion.

7. Understanding and Cost Estimate for Preliminary Statement of Work

Provide a narrative of your understanding and approach to executing the pre-design services described in Section II above.

8. Format

Proposals shall be typed, as brief as possible, and not include any unnecessary promotional material. The Proposal shall be printed using standard 8 -1/2 x 11" paper. The nature and form of the response are at the discretion of the proposer.

V. Requirements for Request for Proposals

A. Proposal Criteria shall include:

1. The proposer's fee proposal.
2. The proposer's proposed schedule.
3. The level of financial stability of the proposer.
4. The level of the proposer's insurance coverage.
5. The degree of resources of the proposer that will help facilitate the Project.

B. Content of Response to RFP shall include:

1. One lump sum fee proposal for the Pre-Design services.
2. Methodology for determining fees for Design Services and Contract Administration including subconsultant mark-ups.
3. All inclusive hourly rates for all persons expected to provide services for the Project.
4. Bank references and/or financial statements reflecting financial stability.
5. Descriptions of other resources of the proposer that will help facilitate the Project.
6. Any objections to the terms and conditions of the Contract.

VI. Insurance Requirements

Prior to the execution of any contract in connection with this RFQ/RFP, the District will require the awardee to comply with the insurance requirements set forth on Exhibit B to this RFQ/RFP.

VII. Project Funding

The obligations of the District under any contract entered into by the District in connection with this RFQ/RFP shall be subject to and conditioned upon the appropriation of funds on an annual basis.

VIII. Additional Information

A. Any alleged oral agreement or arrangement made by a proposer with any representative or employee of the District shall be invalid and disregarded. All agreements with the District must be in writing to be valid.

B. The District is an equal opportunity employer and does not condone discrimination in its policies, practices and procedures on the basis of race, creed, color, national origin, age, sex, or

handicap. We advise all proposers of our intent to transact business only with other equal opportunity employers.

C. Facsimile (FAX) and emailed proposals will not be accepted by the District under any circumstances.

D. All materials submitted in response to this RFQ/RFP are to be the sole property of the District and are subject to the Freedom of Information provisions of Section 1-200, et seq. of the Connecticut General Statutes.

E. The Regional School District #19 Board of Education prohibits harassment and discrimination on the basis of race, color, religious creed, age, marital status, military or veteran status, national origin, sex, ancestry, sexual orientation, or past or present physical or mental disability in accordance with Titles VI, VII of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1991 and applicable state laws.

F. The Building Committee will be governed by the applicable Connecticut General Statutes governing public school construction.

G. Conditional or qualified proposals shall not be accepted.

H. If it becomes necessary to revise any part of this RFQ/RFP or if additional data is necessary to enable interpretation by proposers of provisions of this RFQ/RFP, revisions or addenda will be provided via email to those who obtained a copy of the RFQ/RFP Documents from the District Offices and provided identification and a valid email address to the District ("Registered Proposers").

I. Questions regarding this RFQ/RFP should be referred to Bruce W, Silva, Superintendent, by email at BSilva@EOSmith.org. A summary of all questions and answers will be made available to each Registered Proposer.

Attachments to this RFQ/RFP:

Exhibit A Scope of Services

Exhibit B Insurance Requirements

Exhibit C Form of Contract

A-1. Reference Documents

1. Regional School District 19 - Enrollment Projections

Total Enrollment

Table 9 and Figure 11 present the observed total enrollment at E. O. Smith from 2004 to 2014 and projected enrollment through 2024. Detailed grade-by-grade data may be found in Appendix E. Enrollment at E. O. Smith moved from 1,251 students in 2004 to 1,270 in 2005. This capped a 17-year period of enrollment growth. By 2014, enrollment had eased to 1,196 students. Between 2004 and 2014, total enrollment decreased by 55 students or 4.4 percent. Recall that member enrollment declined by 19.5 percent in those ten years. In that period, statewide public school 9-12 enrollment decreased by 2.9 percent. The total enrollment decline between 2004 and 2014 at E. O. Smith was greater than most similar districts in the region. Ellington, Region 8, Bolton (residents and non-residents) all had enrollment gains. Tolland had an enrollment loss, but it was smaller than the loss in Region 19. Only the loss in Somers was greater than the loss in Region 19.

I anticipate that the decline in total enrollment will continue. Next year, I project that enrollment will decrease by about 15 students or 1.2 percent. I expect enrollment will fall below 1,100 students in 2018. The last time Region 19 enrollment was below 1,100 students was in 1998. At the projection's end in 2024, I forecast that enrollment will be about 1,010 students, close to the level of 1997. The total ten-year projected decline of almost 185 students is over 15 percent below the current enrollment. I have projected that public school enrollment in grades 9-12 statewide will be down 7.8 percent in that period. Your enrollment should average a little over 1,080 students over the ten-year projection period. This compares to an average total enrollment of 1,205 students over the past ten years.

Year	Students	Percent Change
2004	1,251	
2005	1,270	1.5%
2006	1,201	-5.4%
2007	1,184	-1.4%
2008	1,173	-0.9%
2009	1,194	1.8%
2010	1,189	-0.4%
2011	1,225	3.0%
2012	1,223	-0.2%
2013	1,196	-2.2%
2014	1,196	0.0%
2015	1,181	-1.2%
2016	1,171	-0.9%
2017	1,152	-1.6%
2018	1,085	-5.8%
2019	1,065	-1.8%
2020	1,050	-1.4%
2021	1,033	-1.6%
2022	1,048	1.5%
2023	1,027	-2.0%
2024	1,012	-1.5%

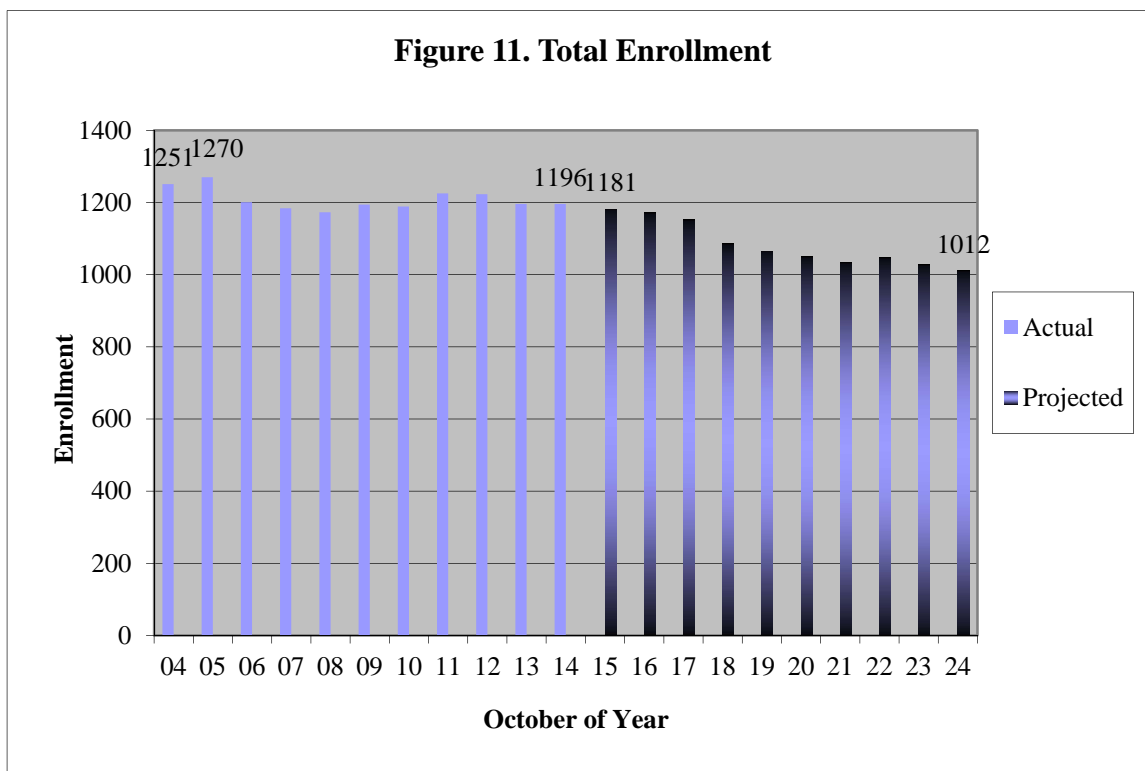


Exhibit A

I. PRE-DESIGN PHASE Scope of Services

Task 1. Rough-Order-of-Magnitude (ROM) Cost Analysis

Assist the District in developing a rough order-of-magnitude (ROM) cost analysis for options and alternatives for placing the proposed new high school program within the proposed site.

The cost analysis shall include estimates of construction cost, the District's share of cost, and net cost to the District. The analysis shall include data necessary to support any cost analyses required by the State of Connecticut's school construction grant project process.

Deliverable: Cost analysis data and draft best value analyses.

Based on this analysis the Regional School District 19 will select a preferred option.

Task 2. Initial Conceptual Design and Feasibility Assessment

Facility Planning, Programming

Analyze and appraise the District's future educational needs in relation to the high school. The product of this work would provide the basis for future design and construction of the above said facility. Additionally, it would provide important background data and information in the design phase of any work the District may subsequently pursue.

Educational Program:

Give attention to the present educational programs within the District, as well as to the proposed educational plans for the future to ensure that any alternatives would be consistent with present and proposed programs. This would include the development of program space to support the vision and mission of the District for the high school.

School Facility:

Perform a study of the high school to determine the planned operational capacity of the building and the utilization of the building and grounds. A specific survey of the proposed building would include but not be limited to:

1. Regular classroom space
2. Science laboratory spaces
3. Vo-Tech and Vo-Ag
4. Library/Media Center
5. Arts and Music areas
6. Gymnasium, athletic and recreational facilities
7. Social services and health support space
8. Instructional planning and preparation space
9. Administrative offices
10. Site specific uses for education
11. Common and community assembly space
12. Cafeteria
13. After school and summer school use

14. Suggested Contents and Requirements for each space such as furniture, data, power, lighting, and any special requirements
15. Suggested Adjacencies

Develop initial conceptual site design for the preferred option sufficient to support site feasibility studies. Assist the District in assessing feasibility of construction at the preferred option site.

Deliverables: Preferred Option Initial Conceptual Site Design
Preferred Option Feasibility Assessment Report

Based on the results of the Preferred Option Feasibility Assessment Report, the District will designate the preferred option as the “selected option” or will revisit other options if the preferred option is not feasible. In this case the Architect may be tasked to develop initial conceptual site designs and feasibility studies for an alternative option which may then become the “selected option”.

Task 3. Conceptual Designs

Finalize conceptual designs for the selected option to support detailed cost estimating for the project and inclusion in School Construction Grant Applications to be submitted to the State of Connecticut.

The designs should collectively address the objectives identified in the RFQ/RFP.

Deliverable: Conceptual Design Package for the Selected Option. Each package shall consist of:

1. Draft Concept sketches/drawings
2. Conceptual Site Plan
3. Conceptual Elevation and Plan Drawings
4. Architectural Renderings/Graphics
5. Presentation Package for Public Meetings (master)

Task 4. Project Cost Estimate(s)

Develop cost estimates for the conceptual design using the State of Connecticut cost estimating process sufficient for submission of a bonding request to referendum.

Deliverable: Cost Estimate for proposed high school and project site.

Task 5. Connecticut School Project Application Preparation

Assist the District in preparation of State of Connecticut School Project Application packages for the project.

Deliverable: Completed Connecticut School Construction Grant Application packages for the project.

II. DESIGN PHASE Scope of Services

If, upon or subsequent to the completion of the Pre-design services, the Contract awardee is authorized by the District to proceed with Design Phase Services, such services will include the services described in Article 3 of the Form of Contract (except for those services described in Section

3.6 of such Article 3) included in this RFQ/RFP as Exhibit C and such other services are identified in the executed Contract. The compensation to be paid to the Contract Awardee for such services shall be as mutually agreed prior to the commencement of such Design Phase Services as provided in the executed Contract.

III. CONSTRUCTION PHASE Scope of Services

If, upon or subsequent to the completion of the Design Phase Services, the Contract awardee is authorized by the District to proceed with Construction Phase Services, such services will include the services described in Article 3, Section 3.6 of the Form of Contract attached hereto and such other services are identified in the executed Contract. The compensation to be paid to the Contract Awardee for such services shall be as mutually agreed prior to the commencement of the Construction Documents Phase Services as provided in the executed Contract.

EXHIBIT B to RFQ/RFP issued by Regional School District 19 on February 19, 2016 for Architectural Services for New High School Project (“RFQ/RFP”)

INSURANCE

The Architect, for the duration of the Project and for any such longer period as expressly provided below or as may otherwise be required under the Agreement executed as a result of the RFQ/RFP (“Agreement”), shall carry insurance to protect the interests of the District in not less than the minimum limits required below, all at no cost to the District. Such insurance shall be issued by an insurance company or companies satisfactory to the District. The liability insurance coverages shall be primary and non-contributory. All applicable policies shall contain a waiver of subrogation in favor of the District.

- A. Statutory Workers' Compensation and Employers' Liability:
1. Workers' Compensation: Statutory limits
 2. Employers' Liability:
 - Bodily injury by accident: \$100,000 each accident
 - Bodily injury by illness: \$100,000 each employee
\$500,000 policy limit
- B. Commercial General Liability:
 - Combined single limit: \$1,000,000 each occurrence
\$2,000,000 annual aggregate
- C. Umbrella Liability:
 - \$5,000,000 each occurrence
following form
- D. Comprehensive Automobile Liability
(to include owned, non-owned and hired vehicles):
 - Combined single limit: \$1,000,000 each occurrence
- E. Professional Services Liability Insurance: The Architect will furnish evidence by way of a certificate of insurance that it has obtained a professional services liability insurance policy with Two Million Dollars \$2,000,000 minimum coverage for negligent errors and omissions. If any claims are made against its professional services liability insurance policy, the Architect agrees to purchase additional insurance in order to maintain the minimum coverage of \$2,000,000. The insurance will remain in effect during the entire duration of the Project and for three (3) years after completion of the services for the Project. For policies written on a “Claims Made” basis, the Architect agrees to maintain a retroactive date prior to or equal to the effective date of the Agreement. The Architect will contractually require any subconsultant firm it engages to perform services under the Agreement to maintain professional liability insurance each in a minimum coverage amount of One Million Dollars (\$1,000,000) and with the same provisions and for the same time period indicated above. The Architect’s policy will provide coverage for the Architect’s indemnity obligations under the Agreement. Each policy held by a

subconsultant of the Architect under the Agreement shall provide the same coverage to the extent of such subconsultant's negligent acts or omissions.

The Architect shall provide written notification to the District of the cancellation or expiration of any insurance required by this Exhibit. The Architect shall provide such written notice within five (5) business days of the date the Architect is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first. Each insurance policy will state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance.

Commercial General Liability, Umbrella Liability and Comprehensive Automobile Liability insurance policies will name the District, its officials, employees, agents and representatives as additional insureds. Certificates of Insurance showing such coverages and additional insureds, along with copies of appropriate additional insured endorsements, will be filed with the District on or before the execution of the Agreement. At any time requested by the District, the Architect will provide to the District a copy of any of the aforementioned policies, and any endorsements or amendments thereto.



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Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year 2016
(In words, indicate day, month and year.)

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

Regional School District #19
1235 Storrs Road
Storrs, CT 06268

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

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

High School Project
Project site location as shown on the Map attached as Exhibit ____
Mansfield, CT

The Owner and Architect agree as follows.

The only services currently authorized by the Owner to be performed by the Architect under this Agreement are pre-design services as described in this Agreement including, without limitation, those services referred to as the "Predesign Phase Scope of Services" on Exhibit C hereto. No other services shall be performed by the Architect under this Agreement until the Owner has properly authorized such services in accordance with the terms and conditions of this Agreement.

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

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

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

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Request for Qualifications and Request for Proposals for Architectural/Engineering Services issued by the District on February 19, 2016 including, without limitation, the Regional School District 19 Enrollment Projections attached thereto.

TBD

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date: TBD
- .2 Substantial Completion date: TBD

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect's Services consist of the services the Architect is required to perform under this Agreement, and, unless inconsistent with the instructions, guidance, and direction of the Owner, all professional services usually and customarily performed in conjunction with, and in furtherance of, such services. The Architect shall provide all labor, materials, supplies, tools, equipment and other facilities and necessary appurtenances or property for or incidental to such services requested by the Owner to complete the Project.

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

§ 2.2.1 The Architect shall exercise the Architect's Standard of Care in performing all aspects of the Architect's Services. All references in this Agreement or in the Contract Documents to the knowledge, inference, reliance, awareness, determination, belief, observation, recognition or discovery of the Architect or reference to any similar term shall include the constructive knowledge, inference, reliance, awareness, determination, belief, observation, recognition or discovery attributed to the Architect ("constructive knowledge"). Such constructive knowledge shall include the knowledge, inference, reliance, awareness, determination, belief, observation, recognition and discovery the Architect would have obtained upon the exercise of the Architect's Standard of Care.

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

§ 2.3 The Architect shall comply with and shall be responsible for the performance of the Architect's Services in compliance with all applicable laws, rules, regulations, ordinances, codes, orders and permits of all federal, state and local government bodies, agencies, authorities and courts having jurisdiction over the Project (collectively, "Applicable Laws") and with the Conditions as defined in Subsection 2.3.1.

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

§ 2.3.2 The "Agencies" are the Department of Administrative Services of the State of Connecticut (the "Department"), Department of Education of the State of Connecticut and all other governmental authorities having regulatory or administrative jurisdiction over the Project and all representatives or designees of the Department or

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User Notes:

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such other governmental authorities. The term "Agencies" shall also include any individuals or entities designated by the Department or such other governmental authorities or by the Owner to monitor or oversee compliance of the Project's energy and environmental design with the requirements of the Department or such other governmental authorities.

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

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

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

§ 2.5 The Architect shall maintain, and shall require that all of its Subconsultants maintain, the types and amounts of insurance specified in **Exhibit B** to this Agreement. The Architect shall provide written notification to the Owner of the cancellation or expiration of any insurance required by this Section 2.5. Such written notice will be provided within five (5) business days of the date the Architect is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ 2.6 The Architect's professional liability insurance required under Section 2.5 shall provide coverage for the Architect's indemnification and defense obligations under Section 10.10 of this Agreement. Each insurance policy held by a Subconsultant of the Architect under this Agreement shall provide the same coverage for the Subconsultant's negligent acts or omissions.

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

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

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

within the compensation to be paid by the Owner for Basic Services. Nothing herein shall be deemed to create a legal relationship between the Owner and any Subconsultant.

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

(Paragraphs deleted)

Basic Services Subconsultants: TBD

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

§ 3.1.3 Within seven (7) days after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by the Agencies. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

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

§ 3.1.5 The Architect shall, at appropriate times, consult with those Agencies whose approval of the Construction Documents is necessary for the successful funding and completion of the Project and with the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such Agencies and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of the Agencies. The Architect shall assist the Owner to develop its Educational Specifications, preliminary costs estimates, funding application and other submittals the Owner must produce to become eligible for funding from the State of Connecticut.

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§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 Subject to written authorization from the Owner to proceed with Schematic Design Phase Services, the Architect shall review the program and other information furnished by the Owner, and shall review Applicable Laws, including, without limitation, codes, and regulations applicable to the Architect's services.

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

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

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

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

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

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

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

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. The Architect shall meet with the Owner, and if applicable, Owner's Cost Consultant, to review the Schematic Design Documents. The Architect shall revise the Schematic Design Documents as requested by the Owner and shall resubmit such revised Schematic Design Documents for the Owner's approval. This process of revision and resubmission shall continue until such time as the Owner approves the Schematic Design Documents.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

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

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

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§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, no later than the date set forth for such submission in the schedule for design services approved by the Owner pursuant to Section 3.1.3 (the "Schedule") as it may be modified in accordance with this Agreement, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. The Architect shall prepare revisions of the Design Development Documents as requested by the Owner, shall update the estimate of the Cost of the Work based on such revisions and shall submit such revised Design Development Documents and such updated estimate for the Owner's approval.

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

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

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Subject to written authorization from the Owner to proceed with Construction Documents Phase Services and based on, and subject to, the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare and submit Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work, including all information required to obtain all permits, certifications and approvals necessary to complete the Project. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

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

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

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

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

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component to the Project, excluding the reasonable cost that would have been incurred by the Owner at the time of the original bid for such Project item or component to the extent that such item or component would have been required and included in the original Construction Documents. In no event shall the Owner pay more than once for an item or component of the Project.

§ 3.4.6 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. The Architect shall revise the Construction Documents as requested by the Owner, shall update the estimate of the Cost of the Work based on such revisions and shall submit such revised Construction Documents and such updated estimate for the Owner's approval. This process of revision and resubmission shall continue until such time as the Owner approves the Construction Documents

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

§ 3.5 BIDDING PHASE SERVICES

§ 3.5.1 The Bidding Phase Services shall commence upon written notice from the Owner to the Architect. Following the Owner's approval of the Construction Documents, and upon the request of the Owner, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids; (3) evaluating bids and determining the successful bid, if any; and (4) , upon the request of the Owner, awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

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

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

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for, and participating in interviews of, prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions if the Bidding Documents permit substitutions. Provided the Owner and the Architect approve a proposed substitution, the Architect shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the General Conditions, receipt of a copy of which the Architect hereby acknowledges. Further modifications or supplements made to such General Conditions of the Contract for Construction by the Owner or the Contractor shall, to the extent such modifications or supplements may affect the Architect's rights and responsibilities and are inconsistent with this Agreement, be subject to the Architect's reasonable approval which approval shall not be unreasonably withheld, conditioned or delayed. In the event of a conflict between the provisions of the General Conditions and this Agreement regarding the rights and responsibilities of the Architect, the provisions of this Agreement shall govern; provided, however, that if such modifications or supplements as are approved by the Architect under this Section 3.6.1.1 or under Section 5.11 are inconsistent with the provisions of

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this Agreement, the Owner may choose which document governs the Architect and Owner's responsibilities to one another.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents, provided, however, that nothing herein shall absolve the Architect of responsibility for Architect's negligence with respect to means, methods, techniques, sequences or procedures, if any, specified by Architect in the Contract Documents or otherwise specified by the Architect. The Architect shall be responsible for the negligent acts or omissions of the Architect, its Subconsultants, their respective employees, agents and representatives, and any other person or entity for which any of them has responsibility and for the failure of any of the foregoing to comply with the requirements of this Agreement. The Architect shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or the Contractor's subcontractors and suppliers or any other persons or entities performing portions of the Work.

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

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

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, including regularly scheduled site meetings and visits, to become generally familiar with the progress and quality of the portion of the Work completed, to guard the Owner against defects and deficiencies in the Work, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner in writing (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within seven (7) days unless otherwise agreed by the Owner and the Architect.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of those interpretations or decisions rendered in good faith and that were necessitated by a reason other than an act or omission of the Architect.

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

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§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

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

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, will be taken within seven (7) days after receipt of the submittal.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule (or in the event of no such schedule, within seven (7) days after submission), the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of assuring conformity with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures except for those that are expressly specified by Architect in the Contract Documents or otherwise. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise within seven (7) days. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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

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§ 3.6.5 CHANGES IN THE WORK

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

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

§ 3.6.6 PROJECT COMPLETION

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

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents, to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected, and to prepare for the Owner a written list of observable items, materials, or systems that are defective or that require additional Work or replacement by the Contractor.

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

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

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

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

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

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 The services listed in this Article 4 are, to the extent not included in Basic Services, Additional Services that may be required for the Project. The Architect shall provide Additional Services only if authorized in writing by the Owner and the Owner shall compensate the Architect therefore as provided in Section 11.2. Notwithstanding anything to the contrary, the Architect shall provide any service designated below without the compensation provided for in Section 11.2 and at no other additional cost to the Owner, to the extent such designated service is (i) included in the Basic Services; or (ii) made necessary by the act or omission of the Architect, its consultants or subcontractors. In either case, such designated services shall be provided by the Architect as Basic Services, at no additional cost to the Owner.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

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Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™-2007)		
§ 4.1.6 Building Information Modeling (E202™-2008)		
§ 4.1.7 Civil engineering		
§ 4.1.8 Landscape design		
§ 4.1.9 Architectural Interior Design (B252™-2007)		
§ 4.1.10 Value Analysis (B204™-2007)		
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site Project Representation (B207™-2008)		
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-Designed Record drawings		
§ 4.1.15 As-Constructed Record drawings		
§ 4.1.16 Post occupancy evaluation		
§ 4.1.17 Facility Support Services (B210™-2007)		
§ 4.1.18 Tenant-related services		
§ 4.1.19 Coordination of Owner's consultants		
§ 4.1.20 Telecommunications/data design		
§ 4.1.21 Security Evaluation and Planning (B206™-2007)		
§ 4.1.22 Commissioning (B211™-2007)		
§ 4.1.23 Extensive environmentally responsible design		
§ 4.1.24 LEED® Certification (B214™-2012)		
§ 4.1.25 Fast-track design services		
§ 4.1.26 Historic Preservation (B205™-2007)		
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

TBD

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. The Architect shall perform all professional services reasonably requested by the Owner. Services requested by the Owner or recognized to be necessary after execution of this Agreement are presumed to be included within Basic Services unless clearly shown to not be so included. If the Architect believes that a service requested by the Owner, or a service recognized by the Architect to be necessary for the Project, constitutes an Additional Service, prior to performance of such service, the Architect shall provide written notice thereof to the Owner. If the Architect performs such services without first submitting such notice and receiving Owner's authorization to proceed, the Architect shall be deemed to have waived any right to additional compensation for such services and the same shall be deemed part of the Basic Services. If the Owner and the Architect cannot reach agreement on whether or not the subject services constitute Additional Services, the dispute shall be resolved pursuant to Article 8 of this Agreement.

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§ 4.3.1 Upon recognizing the need to perform the following services, which shall constitute Additional Services to the extent such services are not included in Basic Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services except for those included in Basic Services under this Agreement, until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a material change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification; except to the extent required by the Agencies or as otherwise required as part of the Architect's Basic Services;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .6 Preparation for, and attendance at, a public presentation, meeting or hearing not reasonably foreseeable on the date of execution of this Agreement;
- .7 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is a party thereto;
- .8 Evaluation of the qualifications of bidders or persons providing proposals;
- .9 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .10 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following services, and, to the extent not included in the Basic Services, the following services shall constitute Additional Services. Architect shall notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need for such services. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1
(Paragraphs deleted)
Preparing Change Orders and Construction Change Directives that require extensive evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .2 Evaluating an unforeseeably extensive number of Claims as the Initial Decision Maker;
(Paragraph deleted)
- .3 To the extent the Architect's Basic Services are affected, providing Construction Phase Services ninety (90) or more days after the date of Substantial Completion of the Work with the exception of the warranty inspection to be performed by the Architect pursuant to Section 3.6.6.5.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner. Nothing herein shall absolve the Architect of its responsibility under this Agreement to carry out the services listed below whenever appropriate and as necessary:

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

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§ 4.3.4 Intentionally Omitted.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner.

§ 5.4 Intentionally Omitted.

§ 5.5 If required for the completion of the Project and unless otherwise agreed, the Owner shall be responsible for furnishing the services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 Unless such coordination is included in the Architect's Basic Services, the Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants.

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

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

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service; provided, however, that the Owner shall have no obligation to investigate for the purpose of discovering faults, defects, errors, omissions or inconsistencies nor shall the failure of the Owner to provide notice of any of the same modify the obligations of the Architect to perform its services hereunder in compliance with this Agreement.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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

§ 5.13 Notwithstanding anything to the contrary in this Agreement, the Owner's provision, review and approval of any and all documents or other matters required herein shall be for the purpose of providing the Architect with information as to the Owner's objectives and goals with respect to the Project and not for the purpose of determining

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the accuracy and completeness of such documents and shall in no way create any liability on the part of the Owner for errors, inconsistencies or omissions in any approved documents, nor shall any such review and approval alter the Architect's responsibilities hereunder or with respect to such documents.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. For the purposes of calculating the Architect's compensation only (if the Cost of the Work is used as a basis for such compensation), the Cost of the Work shall not, notwithstanding anything to the contrary in this Agreement, be increased on account of increased prices for construction materials. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

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

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

§ 6.4 Except as provided in Section 6.1, if the Bidding Phase has not commenced within 120 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, as part of Basic Services, and without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner chooses to proceed under Section 6.6.2, the Architect shall provide rebid services

without additional compensation. The scope of such rebid services shall be the same as the scope of the services provided under Section 3.5.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

§ 7.3 Intentionally Omitted.

(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.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the General Conditions. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

(Paragraph deleted)

§ 8.2 MEDIATION

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of

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a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

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

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

§ 8.3 ARBITRATION

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

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

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

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

§ 8.3.4 CONSOLIDATION OR JOINDER

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 The Architect may, upon thirty (30) days' prior notice to the Owner, terminate or suspend this Agreement upon the Owner's repeated failure to perform in accordance with this Agreement, including the failure, without cause, to make a payment to the Architect required under this Agreement. The notice of termination or suspension must state with specificity the means by which the Owner may cure its nonperformance and the Architect may not terminate or suspend this Agreement if, within thirty (30) days after receipt of such notice, the Owner substantially takes such curative measures. If the Architect elects to suspend services under this Section 9.1, the Architect shall give seven (7) days' prior written notice to the Owner before suspending services. In the event of such a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due and owing prior to suspension.

§ 9.2 If the Owner suspends the Project for ninety (90) consecutive days for reasons unrelated to a fault of the Architect, or its Subconsultants, the Architect shall be compensated for services fully and satisfactorily performed in accordance with this Agreement prior to receipt of notice of such suspension. If the Owner's suspension extends to one hundred and twenty (120) consecutive days, the Architect may give written notice of termination to the Owner. If the Owner fails to resume the Project within thirty (30) days (the "Notice Period") after Owner's receipt of such notice of termination, the Architect's termination shall become effective on the day after the last day of the Notice Period.

§ 9.3 Intentionally Omitted.

§ 9.4 The Owner may terminate this Agreement for cause as provided in this Agreement or upon Architect's material failure to perform in accordance with the terms of this Agreement. Such termination by the Owner for cause shall be upon not less than seven (7) days' prior written notice.

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

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

§ 9.7 Intentionally Omitted.

§ 9.8 Intentionally Omitted.

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

§ 10.4 If the Owner requests the Architect to execute, or obtain execution from the Architect's Subconsultants, certificates and consents reasonably required to facilitate assignment to a lender, the proposed language of such certificates and consents shall be submitted to the Architect for review a reasonable amount of time prior to the

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requested dates of execution and the Architect (or its Subconsultants, as applicable) shall execute all such certificates and consents that are consistent with this Agreement. Should the Owner request the Architect to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement, such certifications may be limited to the best of the Architect's knowledge.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect. The Owner shall be a third party beneficiary of each of the Architect's agreements with its subconsultants 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 may, but only with the prior written approval of the Owner on a case by case basis, include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information.

§ 10.8 Intentionally Omitted.

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

§ 10.10 The Architect hereby agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the Owner, its officials, employees, consultants, agents and representatives (each, an "Indemnitee") against and from:

.1 all 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 from all judgments or decrees recovered therefore and from all expenses for defending such claims, suits or legal actions, including without limitation court costs, arbitration costs, and attorneys' fees, which result or arise from the negligent acts or omissions, breaches, errors, torts or other improper and/or unlawful acts or omissions of the Architect, its Subconsultants, any of their respective employees, agents, contractors or representatives or anyone for whom any of them is responsible.

.2 all loss, cost and expense (including all reasonable attorney's fees) of the Owner for damage or destruction to the Project or other real or personal property of the Owner to the extent caused by or resulting from the negligent acts or omissions, breaches, errors, torts or other improper and/or unlawful acts or omissions of the Architect, its Subconsultant, any of their respective employees, agents, contractors or representatives or anyone for whom any of them is responsible.

3. any action brought against the Owner that is based upon a claim that the Instruments of Service or the Owner's use thereof infringes any United States patent, any copyright or uses a trade secret of a third party (hereinafter "Infringement"). The Architect further agrees to pay all sums which may be assessed against the Owner which relate to such Infringement, provided that the Architect shall be given (i) written notice of all claims of any such Infringement and of any suits brought or threatened against the Owner; (ii) authority to assume the sole defense thereof through its own counsel and to compromise or settle any action, lawsuit, or claim without derogating, in any way, the Owner's rights granted hereunder; and (iii) all available information and reasonable assistance to do so.

4. all claims, liabilities, demands, damages, costs, losses and expenses, direct, or indirect (including but not limited to reasonable attorneys' fees, arbitration costs, and court costs) to the extent caused by or resulting from any negligent act or omission of the Architect, its Subconsultants, any of their respective employees, agents, contractors or representatives or anyone for whom any of them is responsible, in the

performance of the Architect's Services or from the failure of any of them to comply with the provisions of the Applicable Laws, the Conditions or the terms and conditions of this Agreement.

§ 10.11 Notwithstanding the foregoing, the Architect's indemnification obligations set forth in Section 10.10 shall not include liability for damage arising out of bodily injury to persons or damage to property to the extent caused by or resulting from the negligence of the indemnitee, such indemnitee's agents or employees. The Architect shall, at no cost to the Owner, properly correct or remedy any defects or problems with the Work caused by any of the foregoing. Each of the indemnity obligations set forth in this Section 10 are intended to supplement each other and all of the other obligations of indemnity set forth in this Agreement.

ARTICLE 11 COMPENSATION

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

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

For Pre-Design Services as defined on Exhibit C, the Architect shall be paid a fixed lump sum fee of \$_____.

Compensation to be paid for other phases of service (to the extent authorized by the Owner) shall be determined by mutual agreement of the Architect and the Owner subsequent to the completion of the Pre-Design Services and such mutual agreement shall be memorialized in a written amendment to this Agreement. If the Owner and the Architect are unable to reach agreement on such compensation, the Owner shall be entitled to terminate this Agreement pursuant to Section 9.5 of this Agreement.

§ 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.)

Unless the Owner and the Architect mutually agree to a fixed lump sum amount for particular Additional Services, compensation for Additional Services shall be based on the Hourly Rates as defined in Section 11.7 of this Agreement.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

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

Unless the Owner and the Architect mutually agree to a fixed lump sum amount for particular Additional Services, compensation for Additional Services shall be based on the Hourly Rates as defined in Section 11.7 of this Agreement.

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

TBD

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

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

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

§ 11.7

(Paragraphs deleted)

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

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

(Table deleted)

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

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

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

§ 11.9

(Paragraphs deleted)

Intentionally Omitted.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 Intentionally Omitted.

§ 11.10.2 Unless otherwise agreed, invoices for services shall be submitted pursuant to the schedule set forth in this section 11.10.2. Payments are due and payable within forty-five (45) days after presentation of the Architect's invoice to the Owner. Amounts unpaid sixty (60) days after the date of submission of the invoice shall bear interest only as required by Connecticut law and, if so required, at the minimum required rate. The Architect shall make payment to its Subconsultants within seven (7) days after the Architect's receipt of payment from the Owner for

Init.

services provided by such Subconsultants. As requested by the Owner from time to time, the Architect shall provide evidence satisfactory to the Owner that Architect's Subconsultants are being paid on a timely basis.

The Architect shall submit invoices as follows: TBD

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

TBD

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect, as modified.

.2
(Paragraphs deleted)

Other documents:

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

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

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

OWNER
REGIONAL SCHOOL DISTRICT 19

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

Date: _____

Date: _____

Init.

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

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:25:31 on 02/18/2016.

PAGE 1

AGREEMENT made as of the day of in the year 2016

....

Regional School District #19
1235 Storrs Road
Storrs, CT 06268

...

High School Project
Project site location as shown on the Map attached as Exhibit
Mansfield, CT

...

The only services currently authorized by the Owner to be performed by the Architect under this Agreement are pre-design services as described in this Agreement including, without limitation, those services referred to as the "Predesign Phase Scope of Services" on Exhibit C hereto. No other services shall be performed by the Architect under this Agreement until the Owner has properly authorized such services in accordance with the terms and conditions of this Agreement.

PAGE 2

Request for Qualifications and Request for Proposals for Architectural/Engineering Services issued by the District on February 19, 2016 including, without limitation, the Regional School District 19 Enrollment Projections attached thereto.

TBD

...

- .1 Commencement of construction date: TBD
- .2 Substantial Completion date: TBD

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

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement. Architect's Services consist of the services the Architect is required to perform under this Agreement, and, unless inconsistent with the instructions, guidance, and direction of the Owner, all professional services usually and customarily performed in conjunction with, and in furtherance of, such services. The Architect shall provide all labor, materials, supplies, tools, equipment and other facilities and necessary appurtenances or property for or incidental to such services requested by the Owner to complete the Project.

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

§ 2.2.1 The Architect shall exercise the Architect's Standard of Care in performing all aspects of the Architect's Services. All references in this Agreement or in the Contract Documents to the knowledge, inference, reliance, awareness, determination, belief, observation, recognition or discovery of the Architect or reference to any similar term shall include the constructive knowledge, inference, reliance, awareness, determination, belief, observation, recognition or discovery attributed to the Architect ("constructive knowledge"). Such constructive knowledge shall include the knowledge, inference, reliance, awareness, determination, belief, observation, recognition and discovery the Architect would have obtained upon the exercise of the Architect's Standard of Care.

§ 2.2.2 The Architect shall be solely responsible for all subconsultants engaged by the Architect to perform services in connection with this Agreement (each, a "Subconsultant", and collectively, "Subconsultants"). By appropriate written agreement, the Architect shall require each of its Subconsultants, to the extent of the Architect's Services to be performed by such Subconsultant, to be bound to the Architect by terms of this Agreement, and to

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

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project comply with and shall be responsible for the performance of the Architect's Services in compliance with all applicable laws, rules, regulations, ordinances, codes, orders and permits of all federal, state and local government bodies, agencies, authorities and courts having jurisdiction over the Project (collectively, "Applicable Laws") and with the Conditions as defined in Subsection 2.3.1.

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

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

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

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

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

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional costs, and shall require that all of its Subconsultants maintain, the types and amounts of insurance specified in Exhibit B to this Agreement. The Architect shall provide written notification to the Owner of the cancellation or expiration of any insurance required by this Section 2.5. Such written notice will be provided within five (5) business days of the date the Architect is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

§ 2.6 The Architect's professional liability insurance required under Section 2.5 shall provide coverage for the Architect's indemnification and defense obligations under Section 10.10 of this Agreement. Each insurance policy held by a Subconsultant of the Architect under this Agreement shall provide the same coverage for the Subconsultant's negligent acts or omissions.

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

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

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

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

~~4~~ Professional Liability

Basic Services Subconsultants: TBD

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

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. ~~The Architect shall~~ Unless otherwise notified by the Owner, the Architect shall not be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants.

The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

~~§ 3.1.3 As soon as practicable~~ Within seven (7) days after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by ~~authorities having jurisdiction over the Project, the Agencies.~~ Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

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

~~§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and consult with those Agencies whose approval of the Construction Documents is necessary for the successful funding and completion of the Project and with the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities, Agencies and by such entities providing utility services.~~

~~§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project, the Agencies. The Architect shall assist the Owner to develop its Educational Specifications, preliminary costs estimates, funding application and other submittals the Owner must produce to become eligible for funding from the State of Connecticut.~~

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~~§ 3.2.1 The Subject to written authorization from the Owner to proceed with Schematic Design Phase Services, the Architect shall review the program and other information furnished by the Owner, and shall review laws, Applicable Laws, including, without limitation, codes, and regulations applicable to the Architect's services.~~

...

~~§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. The Architect shall meet with the Owner, and if applicable, Owner's Cost Consultant, to review the Schematic Design Documents. The Architect shall revise the Schematic Design Documents as requested by the Owner and shall resubmit such revised Schematic Design Documents for the Owner's approval. This process of revision and resubmission shall continue until such time as the Owner approves the Schematic Design Documents.~~

...

~~§ 3.3.1 Based on Subject to written authorization from the Owner to proceed with Design Development Phase Services, and based on and subject to the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural,~~

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

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§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, no later than the date set forth for such submission in the schedule for design services approved by the Owner pursuant to Section 3.1.3 (the "Schedule") as it may be modified in accordance with this Agreement, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. The Architect shall prepare revisions of the Design Development Documents as requested by the Owner, shall update the estimate of the Cost of the Work based on such revisions and shall submit such revised Design Development Documents and such updated estimate for the Owner's approval.

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

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

...

§ 3.4.1 Based on Subject to written authorization from the Owner to proceed with Construction Documents Phase Services and based on, and subject to, the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare and submit Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work, the Work, including all information required to obtain all permits, certifications and approvals necessary to complete the Project. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

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

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

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

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. Any design errors or omissions in the Construction Documents furnished by the Architect will be promptly corrected by the Architect at no cost to the Owner. The Owner's approval, acceptance, use of, or payment for, all or any part of the Architect's Services hereunder or of the Project itself shall in no way alter the Architect's obligations or the Owner's rights hereunder. If, due to the Architect's negligence, omission or failure to perform in accordance with the terms of this Agreement, a required item or component of the Project is omitted from the Construction Documents or if, due to such negligence, omission or failure, the Construction Documents must be modified through a Change Order, the Architect shall be responsible for paying the cost required to add or modify such item or component to the Project, excluding the reasonable cost that would have been incurred by the Owner at the time of the original bid for such Project item or component to the extent that such item or component would have been required and included in the original Construction Documents. In no event shall the Owner pay more than once for an item or component of the Project.

§ 3.4.6 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. The Architect shall revise the Construction Documents as requested by the Owner, shall update the estimate of the Cost of the Work based on such revisions and shall submit such revised Construction Documents and such updated estimate for the Owner's approval. This process of revision and resubmission shall continue until such time as the Owner approves the Construction Documents

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

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES BIDDING PHASE SERVICES

§ 3.5.1 GENERAL

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

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

...

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

...

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and substitutions if the Bidding Documents permit substitutions. Provided the Owner and the Architect approve a proposed substitution, the Architect shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

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

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

- ~~.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;~~
- ~~.2 organizing and participating in selection interviews with prospective contractors; and~~
- ~~.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

...

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™ 2007, the General Conditions, receipt of a copy of which the Architect hereby acknowledges. Further modifications or supplements made to such General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201 2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. Construction by the Owner or the Contractor shall, to the extent such modifications or supplements may affect the Architect's rights and responsibilities and are inconsistent with this Agreement, be subject to the Architect's reasonable approval which approval shall not be unreasonably withheld, conditioned or delayed. In the event of a conflict between the provisions of the General Conditions and this Agreement regarding the rights and responsibilities of the Architect, the provisions of this Agreement shall govern; provided, however, that if such modifications or supplements as are approved by the Architect under this Section 3.6.1.1 or under Section 5.11 are inconsistent with the provisions of this Agreement, the Owner may choose which document governs the Architect and Owner's responsibilities to one another.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services Phase. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents Documents, provided, however, that nothing herein shall absolve the Architect of responsibility for Architect's negligence with respect to means, methods, techniques, sequences or procedures, if any, specified by Architect in the Contract Documents or otherwise specified by the Architect. The Architect shall be responsible for the Architect's negligent acts or omissions, but negligent acts or omissions of the Architect, its Subconsultants, their respective employees, agents and representatives, and any other person or entity for which any of them has responsibility and for the failure of any of the foregoing to comply with the requirements of this Agreement. The Architect shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of or the Contractor's subcontractors and suppliers or any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the The Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates upon Architect's receipt of written notice to proceed from the Owner and terminates, except to the extent otherwise provided in this Agreement, on the date the Architect issues the final Certificate for Payment.

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

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§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, ~~or as otherwise required in Section 4.3.3, including regularly scheduled site meetings and visits,~~ to become generally familiar with the progress and quality of the portion of the Work completed, to guard the Owner against defects and deficiencies in the Work, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner in writing (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

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

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing ~~within any time limits agreed upon or otherwise with reasonable promptness seven (7) days unless otherwise agreed by the Owner and the Architect.~~

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in ~~AIA Document A201-2007, the General Conditions,~~ the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

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

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

...

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, ~~with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.~~ will be taken within seven (7) days after receipt of the submittal.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule (or in the event of no such schedule, within seven (7) days after submission), the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of ~~checking for conformance assuring conformity~~ with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions ~~or, unless otherwise specifically stated by the Architect, of any or~~ construction means, methods, techniques, sequences or ~~procedures.~~ procedures except for those that are expressly specified by Architect in the Contract Documents or otherwise. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

§ 3.6.4.4 ~~Subject to the provisions of Section 4.3, the~~ The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness, within seven (7) days. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. ~~Subject to the provisions of Section 4.3, the~~ The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

...

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract ~~Documents and Documents,~~ to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or ~~corrected.~~ corrected, and to prepare for the Owner a written list of observable items, materials, or systems that are defective or that require additional Work or replacement by the Contractor.

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

...

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance as part of Basic Services and for no additional compensation, the Architect will provide services in conjunction with an inspection to take place approximately ten (10) months after the date of Substantial Completion of the Work. Visual inspection will be made with the Owner and the Contractor to determine whether correction of the Work is required in order for the Work to be in compliance with the requirements of the Contract Documents.

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

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

...

§ 4.1 Additional Services listed below are not included in Basic Services but The services listed in this Article 4 are, to the extent not included in Basic Services, Additional Services that may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, Additional Services only if authorized in writing by the Owner and the Owner shall compensate the Architect therefore as provided in Section 11.2. Notwithstanding anything to the contrary, the Architect shall provide any service designated below without the compensation provided for in Section 11.2 and at no other additional cost to the Owner, to the extent such designated service is (i) included in the Basic Services; or (ii) made necessary by the act or omission of the Architect, its consultants or subcontractors. In either case, such designated services shall be provided by the Architect as Basic Services, at no additional cost to the Owner.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

TBD

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TBD

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. The Architect shall perform all professional services reasonably requested by the Owner. Services requested by the Owner or recognized to be necessary after execution of this Agreement are presumed to be included within Basic Services unless clearly shown to not be so included. If the Architect believes that a service requested by the Owner, or a service recognized by the Architect to be necessary for the Project, constitutes an Additional Service, prior to performance of such service, the Architect shall provide written notice thereof to the Owner. If the Architect performs such services without first submitting such notice and receiving Owner's authorization to proceed, the Architect shall be deemed to have waived any right to additional compensation for such services and the same shall be deemed part of the Basic Services. If the Owner and the Architect cannot reach agreement on whether or not the subject services constitute Additional Services, the dispute shall be resolved pursuant to Article 8 of this Agreement.

§ 4.3.1 Upon recognizing the need to perform the following services, which shall constitute Additional Services to the extent such services are not included in Basic Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services except for those included in Basic Services under this Agreement, until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a material change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification; except to the extent required by the Agencies or as otherwise required as part of the Architect's Basic Services;

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- ~~.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;~~
- ~~.5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;~~
- ~~.6 .5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
- ~~.7 .6 Preparation for, and attendance at, a public presentation, meeting or hearing; hearing not reasonably foreseeable on the date of execution of this Agreement;~~
- ~~.8 .7 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is a party thereto;~~
- ~~.9 .8 Evaluation of the qualifications of bidders or persons providing proposals;~~
- ~~.10 .9 Consultation concerning replacement of Work resulting from fire or other cause during construction; or~~
- ~~.11 .10 Assistance to the Initial Decision Maker, if other than the Architect.~~

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following ~~Additional Services,~~ services, and, to the extent not included in the Basic Services, the following services shall constitute Additional Services. Architect shall notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the ~~need-need~~ for such services. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- ~~.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;~~
- ~~.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;~~
- ~~.3 Preparing Change Orders and Construction Change Directives that require extensive evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~
- ~~.4 .2 Evaluating an unforeseeably extensive number of Claims as the Initial Decision Maker;~~
- ~~.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or~~
- ~~.6 .3 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 ninety (90) or more days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier, with the exception of the warranty inspection to be performed by the Architect pursuant to Section 3.6.6.5.~~

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the ~~Owner;~~ Owner. Nothing herein shall absolve the Architect of its responsibility under this Agreement to carry out the services listed below whenever appropriate and as necessary:

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

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

...

~~§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.~~

...

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

~~§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. For the purposes of calculating the Architect's compensation only (if the Cost of the Work is used as a basis for such compensation), the Cost of the Work shall not, notwithstanding anything to the contrary in this Agreement, be increased on account of increased prices for construction materials. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.~~

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

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

~~§ 6.4 If the Bidding or Negotiation Except as provided in Section 6.1, if the Bidding Phase has not commenced within 90-120 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.~~

~~§ 6.5 If at any time during any phase of the Architect's services, the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the~~

**Regional School District No. 19
Request for Qualifications and Requests for Proposals for
Architectural/Engineering Services for the High School Project dated February 19,
2016 (“RFQ/RFP”)**

ADDENDUM #1

Pursuant to this Addendum #1 the RFQ/RFP is modified as follows:

The Due Date for Submission of Responses to the RFQ/RFP is extended to **2:00 p.m. on March 14, 2016.**

The Projected Contact Award Date is extended to on or around **March 21, 2016.**

The RFQ/RFP is otherwise unmodified.

Questions can be directed to Supt@eosmith.org.

RFQ – Questions and Answers
03-7-2016

- Q1 The RFQ/RFP under II.A.2 implies a single site in Mansfield will be identified. Is this site already known? If so, can we have the location, parcel identification, acreage? If not, will this site's location be provided to us prior to our services beginning?
- R1 The site is not yet known. The Site will be identified prior to the beginning of professional services.
- Q2 For any sites identified to date, have any investigations been performed (i.e. survey, geo-technical, soils testing, wetlands flagging, Phase I Site Assessment)? Similarly, the AIA contract form Article 5 states that the Owner will provide these services. Is that correct?
- R2 The site is not known (see R1 above). Article 5 addresses services to be provided as intended. Wetlands flagging may be provided and this service should be excluded.
- Q3 Based on available information and contract form, it appears the District is committing to the Design-Bid-Build format through a General Contractor and not through a Construction Manager. Is that correct?
- R3 The project delivery model has not been determined at this point. A decision will be made during the Pre-Design Phase.
- Q4 CT High Performance is required by General Statute and is comparable to LEED Silver Certification. Is a formal LEED Certification to be a goal of this project? LEED will add costs to the project.
- R4 LEED Certification is not a goal of the project.
- Q5 Does Regional District #19 have an outline schedule of the Pre-Design completion, or the anticipated local authorization through referendum?
- R5 The Pre-Design Phase will conclude early September 2016 in anticipation of a November Referendum.
- Q6 Are there any specific requirements for the five public high school projects in 10 years (project vs. study, budget, size of construction, etc.)?
- R6 None. RSD19 is a regional school district serving approximately 1200 students. Considering this, please submit your most relevant public high school experience completed in the last 10 years.
- Q7 Please confirm that we should include environmental engineering services for demolition services which would be required in all 3 proposed options.
- R7 No environmental services need to be provided.

- Q8 Are there any other environmental services that are anticipated?
- R8 None are mentioned in the RFP.
- Q9 Tai Soo study mentions a \$30 million expansion and renovation project completed in 2002. Does this potentially mean the existing building may have been abated? Are there abatement records?
- R9 RSD19 will share all available information with the selected respondent. However, this information is not relevant since we are planning to build a totally new high school on a separate site.
- Q10 Can we obtain a copy of the asbestos management plan of the school?
- R10 RSD19 will share all available information with the selected respondent. See response above to Q9.
- Q11 Assuming that the district's target grant application date is June 2017, does the district have an anticipated referendum date either Fall 2016 or Spring 2017?
- R11 We hope to be on the November 8, 2016 Presidential Election ballot.
- Q12 Will the district be providing an A2 land survey or a preliminary topographical plan of the proposed site? If not, should we include these services in our fee proposal?
- R12 A2 boundary survey may be available, but not a topographic survey. Respondents should presume they will use available GIS mapping.
- Q13 Is there any specific requirements for the five public high school projects in the 10 years (projects, study, budget size of construction, etc. ?
- Q13 None. RSD19 is a regional school district serving approximately 1200 students. Considering this, please submit your most relevant public high school experience completed in the last 10 years.
- Q14 What are the due dates for the RFQ?
- R14 Pursuant to this Addendum #1 the RFQ/RFP is modified as follows:
- The Due Date for Submission of Responses to the RFQ/RFP is extended to **2:00 p.m. on March 14, 2016.**
- The Projected Contact Award Date is extended to on or around **March 21, 2016.**