

**MAYOR  
DAVID R. MARTIN**



**PURCHASING AGENT  
BEVERLY A. AVENI  
Phone: (203) 977-4107  
FAX: (203) 977-8283  
Email: [baveni@stamfordct.gov](mailto:baveni@stamfordct.gov)**

**CITY OF STAMFORD  
OFFICE OF POLICY & MANAGEMENT  
888 WASHINGTON BOULEVARD  
P.O. BOX 10152  
STAMFORD, CONNECTICUT 06904-2152**

**ADDENDUM NO. 1  
(June 19, 2015)**

**RFP No. 681  
Architectural/Engineering Services  
Relocation of the Hoyt-Barnum House**

Addendum No. 1 is being issued to all potential proposers to provide the following information:

1. The original Scope of Services has been changed from a Design/Build to a Design/Bid/Build. Therefore, the original Scope of Services is hereby deleted in its entirety and the attached Scope of Services is substituted therefor.
2. A second Mandatory Pre-Proposal Walk Through is scheduled for Thursday, June 25, 2015, at 10:00 a.m., at the Hoyt-Barnum House, 713 Bedford Street. Inasmuch as the Scope of Services has changed, it is therefore necessary for all prospective proposers to attend the second Walk Through.
3. The deadline for the submission of inquiries is Thursday, July 16, 2015. All written inquiries must be emailed to Jeffrey Pardo, Construction Manager, at [jpardo@stamfordct.gov](mailto:jpardo@stamfordct.gov).
4. The original Sample Agreement appended to the RFP is hereby deleted, and the Standard AIA B101 Draft Sample Agreement is substituted therefor.
5. "Summary of Restoration Work 1962 – 1968" is attached.
6. The original Fee Proposal Form is hereby deleted and the attached Revised Fee Proposal Form is substituted therefor.
7. The Due Date for submission of proposals has been rescheduled from Thursday, June 25 to **Thursday, July 30, 2015.**

All other terms and conditions of RFP No. 681 remain the same.

A handwritten signature in black ink, appearing to read "Beverly A. Aveni". The script is cursive and fluid.

Beverly A. Aveni  
Purchasing Agent

Cc: Jeff Pardo, Engineering Bureau  
Purchasing Department File

## **REVISED SCOPE OF SERVICES**

### **1.0 GENERAL INFORMATION**

#### **1.1 INTRODUCTION**

This Request For Proposals (RFP) was prepared to solicit responses from experienced and responsible firms to provide Architectural/Engineering services to record, relocate, restore and rehabilitate the Hoyt-Barnum House (begun c1699), which is owned and operated by the Stamford Historical Society (SHS) as a house museum. The house will be relocated from its original site at 713 Bedford Street to the grounds of the SHS headquarters at 1508 High Ridge Road for continued use as a house museum. The house is listed as an individual resource on the National Register of Historic Places. Documentation and planning shall be in accordance with Part 60, Chapter 1, Title 36 of the Code of Federal Regulations to minimize the effect of the move on the building's integrity to retain the NR status of the house through the move. Consultants responding to this RFP must be experienced in the planning, documentation, dismantling, partial dismantling, moving building intact, and the restoration of 17<sup>th</sup> and 18<sup>th</sup> century historic structures.

#### **1.2 INTENT**

The intent of this RFP is to engage the services of an Architectural/Engineering firm licensed to practice in the State of Connecticut experienced in the restoration and relocation of historic structures from the 18<sup>th</sup> century. The A/E firm hired will develop contract documents used to solicit competitive bids from pre-qualified contractors.

#### **1.3 SUBMISSION DATES**

The Hoyt-Barnum House is being relocated in order to design and construct the New Stamford Police Headquarters. At this time, excavation for the New Police Headquarters is tentatively scheduled for the last quarter of 2016. Therefore, the Hoyt-Barnum House must be removed from 713 Bedford Street prior to then. The Historic Structures Report and 50% documents must be submitted to CT SHPO by November 7, 2015 and 90% documents submitted by February 2016.

### **2.0 PROPOSER/PROJECT REQUIREMENTS AND SCOPE OF SERVICES**

#### **2.1 PROPOSER REQUIREMENTS**

- Demonstrable experience in applying the methods and practices of Architecture in the historic preservation arena, including but not limited to, the following:
- Meeting the requirements of the Secretary of the Interior's Professional Qualifications Standards as published in the Code of Federal Regulations, 36 CFR Part 61 for History, Architectural History, Architecture and Historic Architecture [http://www.nps.gov/history/local-law\\_archstnds\\_9.htm](http://www.nps.gov/history/local-law_archstnds_9.htm)
- Completed projects similar in character, complexity, scope and size with the proposed staffing and sub consultants.
- Demonstrate abilities to adequately staff projects so that they can be completed in the allotted time.
- Completed at least 1 relocation of a historic structure within the past 15 years.
- Completed at least 3 restoration projects in the past 15 years.
- Understanding of the procedures and requirements of CT SHPO and the National Park Service (NPS) demonstrated by experience working with the Secretary of the Interior's Standards.
- Shall be a licensed company in the State of Connecticut. All sub-consultants used in the preparation of the contract documents must also be licensed in the State of Connecticut and have the necessary historic experience.

## **2.2 PROJECT REQUIREMENTS**

The proposed work shall conform to all applicable federal, state and local codes, laws and regulations as they pertain to historic structures. The resulting structure shall also meet all the requirements of CT SHPO and the NPS.

## **2.3 PROJECT STATEMENT**

The City of Stamford is seeking a firm to provide Architectural / Engineering services to document the pre-relocation condition and develop contract documents to solicit competitive proposals from pre-qualified contractors to relocate and restore the Hoyt-Barnum House. Proposer shall provide all necessary consultants and engineers as required to complete the work, including archeological, structural, civil, geo-technical, mechanical and all others as necessary.

### **2.3.1 SITE LOCATION**

The Hoyt-Barnum House located at 713 Bedford Street will be relocated to the Stamford Historical Society located at 1508 High Ridge Road, Stamford CT.

### **2.3.2 PROJECT BACKGROUND**

The City of Stamford intends to design and construct a New Police Headquarters as the existing building serving the Police Department has surpassed its useful life. The City has determined that renovating the existing Police Headquarters is logistically not feasible; therefore, the new Police Headquarters will be located south of the existing building on Bedford Street. As such, it will be necessary to relocate the Hoyt-Barnum House as well as demolish the neighboring house located on 671 Bedford Street and the existing Police Maintenance Garage (both will be performed under a separate contract).

## **2.4 SCOPE OF SERVICES**

### **Project Phases**

#### **A. Survey and Documentation**

The City has engaged the services of Redniss & Mead (A-2 Site Survey), TRC (Phase I Environmental Study and Phase II Environmental Study if required), Fuss & O'Neill (Hazardous Material Testing and Survey). When completed, these surveys and studies will be provided to the selected Proposer.

The Proposer shall prepare a Historic Structures Report (HSR) as described in NPS Preservation Brief 43 <http://www.nps.gov/tps/how-to-preserve/briefs/43-historic-structure-reports.htm>

1. The HSR shall include:
  - a. A narrative of the house based on review of archival materials in the files of SHS including 20<sup>th</sup> and 21<sup>st</sup> century restorations in the files of SHS.
  - b. A graphic record of the present condition, form, dimensions, materials, joinery and finishes of the house and the property's existing topography and setting conforming to Historic American Building Survey (HABS) standards <http://www.nps.gov/hdp/standards/habsguidelines.htm>, including dating original and subsequently physical changes to the property based on visual and non-destructive investigation where possible and/or limited probes where necessary to inspect hidden conditions.
  - c. Determine the largest sections of the Hoyt-Barnum House that can be disassembled and moved to prevent loss of historic integrity. Assess the applicability of procedures to move the house (intact, partially disassembled, completely disassembled) and recommend the procedure(s) best suited to retain the building's NR status based on the present integrity and structural condition, an identification/evaluation of the relocation route, and code implications. Recommendation shall include the qualification requirements for the contractor. It is the City's intention to issue a Request for

- Qualifications to prequalify bidders (relocation/restoration contractors) prior to the issuance of the bid to relocate and restore the Hoyt-Barnum House.
  - d. A recommendation for restoration target date(s).
  - e. Concept plan for preparing the new site including grading, access, service connections and construction of new foundation.
  - f. Recommend treatments for replacing missing or compromised historic materials. Identify all building components that may be further damaged or compromised during relocation. Determine stabilization methods and interventions to preserve the historic building components.
  - g. List of non-historic features/systems that have been added to the building including plumbing, heating and electrical work recommended for selective demolition.
2. Inter-agency review.
    - a. In order to complete the HSR, Proposer must describe in detail the location and area of the destructive testing in order for a determination to be made. If probes are needed, a list of probe locations and sizes shall be submitted to SHS and HPAC for review. Written approval from the Engineering Bureau is required prior to commencing work.
    - b. Copies of the HSR shall be submitted to the Engineering Bureau, SHS, Historic Preservation Advisory Committee (HPAC) and Historic Neighborhood Preservation Program (HNP) for review and comment prior to the issuance of the final report. Final HSR must be completed and submitted to CT SHPO by November 7, 2015 in preparation for the December 2015 State Review Board.

## **B. Schematic Design/Design Development**

1. SHS program
  - a. Assist SHS to develop new program requirements. The fireplaces, hearths and chimney are to be restored and made operational in order for the SHS to perform demonstrations. It is the intent of SHS to exhibit the house without existing modern features, including but not limited to, the kitchen, bathroom and heating system; however, this determination will be made by the proposer and CT SHPO.
2. Investigate new site and prepare site plan for regulatory approvals.
  - a. Determine the specific location of the Hoyt-Barnum House at 1508 High Ridge Road. Similar site topography and approach to the building entrance are to be recreated. Existing stones from 713 Bedford Street are to be reused in a similar manner at 1508 High Ridge Road. Prepare a site plan with all topographic features including grading, plantings and other site features such as stone placement and lighting. Determine if structural features will encroach on the zoning setbacks. Prepare all required documents and submit to HPAC for the Zoning Board of Appeals to apply for a variance if setbacks are compromised. Determine the effect of recreating the 713 Bedford Street topography and 1508 High Ridge on the existing parking area behind the SHS structure.
  - b. Based upon borings and geological report, determine foundation and retaining wall system required to recreate a similar topography at 1508 High Ridge Road. Determine NPS requirements and standards for the reuse of the existing stone foundation.
  - c. Meet with the Building Department, Fire Marshall and Health Department to determine all applicable codes as they pertain to the building resulting from the recommended relocation method. Prepare a code report addressing any and all issues that may affect the historical integrity of Hoyt-Barnum House. Prepare and submit all required code modifications with the State Building Officials and Fire Marshalls.
3. Historic Preservation Review
  - a. Prepare an independent cost estimate to complete the project based upon the schematic design/design development.

- b. Provide four (4) copies of the schematic design/design development documents and cost estimate to the Engineering Bureau, SHS, HPAC and HNP for review and comment. Written authorization from the Engineering Bureau is required prior to proceeding to Construction Documents.
- c. Schematic design/design development documents are to be submitted to CT SHPO for review to obtain recommendation that the relocation and restoration of the Hoyt-Barnum House does constitute a de-listing from the NPS Register of Historic Places.

### **C. Construction Documents**

- 1. Provide plans, details and sections for the new foundation/retaining wall system. Include all necessary waterproofing and foundation drains.
- 2. Provide site plans with grading, stone features, plantings and lighting. All existing large stones not part of ledge at 713 Bedford Street are to be reused at 1508 High Ridge Road. Re-create immediate topography around the structure including stone steps and stone wall. Include all storm drainage that may be required due to the change in grading of the site at 1508 High Ridge Road. Provide a restriping plan if the existing parking lot is affected at 1508 High Ridge Road. Include all accessibility requirements. The site plan to include all required sections and details for paving, curbing and storm water structures.
- 3. Prepare contract documents for the relocation of the Hoyt-Barnum House. Indicate all stabilization methods required to preserve all building components during relocation.
- 4. Provide all plans, elevations, sections and details necessary for the relocation/restoration of the Hoyt-Barnum House. Include all civil, structural, architectural and MEP (if required). Include all existing materials and components, and indicate all new materials required to properly relocate/restore the Hoyt-Barnum House to maintain its historic integrity. Provide all necessary specifications indicating methodology required to relocate and restore the structure. Provide specifications for the stabilization and restoration of existing materials and components in danger of significant failure/damage due to deterioration over time; and due to the stress of relocation and/or reassembly. Provide specifications for all new materials. New materials are to be used according to the Secretary's Standards.
- 5. Provide demolition plans for all existing site features not being relocated to 1508 High Ridge Road. Include removal of all site utilities and capping branch lines per Utility Company requirements. Coordinate with Aquarion, Yankee Gas, Eversource, WPCA and the Engineering Bureau.
- 6. Proposer to submit four (4) progress sets of the construction documents (drawings and specifications) at 50% and 90% completion to the Engineering Bureau. Both progress sets will be reviewed by the Engineering Bureau, SHS, HPAC and HNP. Comments will be issued in writing to the Proposer. All comments are to be responded to, if there are comments the Architect or Engineer believe are not required or appropriate to this project, reasons why should be explained in the written response.
- 7. Prepare an independent construction estimate at 50% and 100% of the construction documents.
- 8. Prepare a project schedule using P3 (or similar program). Schedule is to include the completion of the foundation/retaining wall prior to dismantling of the Hoyt-Barnum House.

### **D. Bidding**

Assist the City in preparing the Bid Documents. Attend Pre-Bid Mandatory walk through with pre-qualified contractors. Respond to all Bidder RFI's and prepare needed addendum including sketches if required. Assist in the evaluation of qualified

bids and make recommendation for award. Attend pre-award meeting with the lowest qualified bidder and prepare meeting minutes. Review scope of work and schedule with the bidder.

#### **E. Construction Administration**

The CA time period shall include architectural and engineering services from start of construction through the 2-year warranty period. Time through warranty period shall be billed at Hourly Rates as required.

Assist in the coordination of the relocation and restoration construction efforts with the General Contractor and the Engineering Bureau.

Review and comment on contractor's schedule.

Provide periodic project observation and issue a detailed field report in a format acceptable to the City Engineer, including but not limited to, photographs (to include all disciplines) of on-site construction activities to ensure that they are being performed in accordance with the Contract Documents and NPS standards (minimum of once a week for 8 hours/day or more often depending upon magnitude of work being performed).

Attend and prepare minutes of all project meetings (bi-weekly), perform onsite inspections, and issue field report of activities (bi-weekly).

Evaluate contractor's work performance and adherence to schedule.

Review and make recommendations for approval of contractor's payment requisitions, requests for extra work and change order applications.

Monitor work onsite for compliance with construction documents and NPS standards, construction practices/industry standards for historic preservation and restoration, and utility company requirements.

Respond to contractor Requests for Information by providing drawings/sketches, specifications or other data as may be required and maintain log. The selected firm shall use and maintain an electronic RFI software system, web based preferred.

Review shop drawings and other submittals for approval and compliance with construction documents, performances, industry standards, utility company requirements, and coordination with other trades.

Prepare and maintain punch list of completed construction and work deficiencies until project is completed and closed out.

Assist the Client with Project Close-Out, "As-Built" drawings, reviews, warranties, manuals, training, etc. and issuance of final payment to contractor and resolution of any issues that arise during the 2 year warranty period.

#### **2.5 A/E FIRM TIME REQUIREMENT**

It is the intent of the City of Stamford to submit this project (HSR and 50% CD's) to the CT State Historical Commission NR Review Board in November 2015 in preparation for the December 2015 meeting. 90% CD's incorporating HPAC and SHPO staff comments shall be complete by the February 2016 meeting.

#### **2.6 DELIVERABLES**

Four (4) copies of the plans, specifications, and cost estimates shall be submitted for each progress review by the City.

All documents are to be prepared and provided to the City in electronic format, on the latest version of AutoCAD but no later than AutoCAD 2014 and PDF-A. Specifications

and estimates are to be prepared utilizing CSI Masterformat and Excel respectively. Project schedule shall utilize Primavera P3 or other acceptable project management scheduling software. Documents are to be as hard copy and on CD's. Four (4) sets of all plan submissions shall be made.

## **2.7 FEE**

Fee shall be based upon a lump sum cost (see Revised Appendix "E"); shall be inclusive of all sub-consultants required to prepare the HSR, contract documents, estimates, schedules and complete the construction administration as described within this RFP.

Reimbursable expenses shall be broken out of the total fee and set at a not to exceed amount. This shall include customary costs for out-of-office use or distribution and expenses directly related to this project. They shall not include travel, meals or taxes. Back up shall be provided with all invoices.

Hourly rates are to be submitted with the fee. The fee along with the rates shall be incorporated into the agreement. Additional services, if necessary and agreed to, will be negotiated based upon hourly rates.

## **END OF SECTION**

## **3.0 RESPONSE INSTRUCTIONS**

The proposing firm shall follow the guidelines given below to allow for the efficient evaluation and selection process.

### **3.1 CONTENT AND FORMAT**

Each copy of the Proposer's submission shall contain the following sections:

Section 1	Cover Letter
Section 2	Technical Response, which includes qualifications and work plan
Section 3	References
Section 4	Proposal Response / Summary

The proposals must be bound in such a manner that any updates can be incorporated into the original proposal without much difficulty. The name of the firm(s) must appear on the outside front cover of each copy of the proposal.

#### **3.1.1 NUMBER OF COPIES**

**Six (6) copies** (along with 2 electronic versions) of the response to this RFP are to be submitted to: Beverly Aveni, Purchasing Agent, City of Stamford, 888 Washington Boulevard, Stamford, CT 06901.

#### **3.1.2 PAGE NUMBERING**

Each page of the proposal must be numbered consecutively from the beginning of the proposal through all appended material.

#### **3.1.3 UPDATED RESPONSES**

In the case where there is a need for updating the submitted documents prior to the RFP due date, the Proposer will be responsible for the insertion of updated pages in all submitted copies. All new or corrected pages must show the date of revision and indicate



the portion of the page, which has been changed. This later requirement is to be met by drawing vertical lines down both margins of all affected pages.

### **3.1.4 UNSOLICITED CHANGES**

The City of Stamford reserves the right to reject any unsolicited modifications or additions received between the dates of submission and short-listing of proposers' selection, including the substitution of sub-proposer or staff.

### **3.2 COVER LETTER**

The cover letter must specify the following:

- The corporation's name and address of the Proposer.
- Name, title and telephone number of the individual within the corporation who is authorized to commit the company to this contract.
- Contact information of the individual who the City of Stamford should contact regarding questions, and clarifications.
- The corporation name and address of all proposed sub-proposers.
- The relationship to any "parent" firm or subsidiary firm, with any of the parties concerned, must be clearly defined.
- The professional staff who would perform the work, including restoration and/or relocation of historic structures, and past experience in that field.
- Brief description of similar projects that the proposed team has successfully completed.
- Each proposer shall provide certification of insurance in the types and amounts specified, within ten (10) days of selection by the City.

Proposer shall also provide a statement specifying the following qualifications:

- Experience as an Architect/Engineer providing professional services for a minimum of fifteen (15) years.
- Experience as an Architect/Engineer providing professional services for the restoration or relocation of historic structures within the last fifteen (15) years. Indicate if any of the structures are listed on the National Register of Historic Places/Buildings.
- Availability of professional staff to be able to work from an office within the area that would allow the assigned professionals to be available on a full time basis.
- Sub-consultants' experience and availability.

### **3.3 TECHNICAL RESPONSE**

The technical response should contain, at a minimum, the following information:

- A listing of similar projects completed in the last fifteen (15) years by the proposed project team.
- A listing of previous experience with historic structures, in particular projects where historic buildings have been relocated.
- Submit a detailed statement including the organizational structure under which the firm proposes to conduct business.
- Identify and provide resumes for members of the proposed project team and sub-proposers.
- Demonstration on past performance with regard to meeting project time and budget guidelines, including change order value vs bid.
- Provide firm's brochure.
- Any other information that might assist the City of Stamford in the review of responses that best relate the firm's abilities.

### **3.4 REFERENCES**

Provide references for the similar projects completed in the last fifteen (15) years by the proposed project team noted in Sections 3.2 and 3.3. References should include contact's telephone as well as e-mail addresses.

### **3.5 PROPOSAL RESPONSE/ SUMMARY**

#### **3.5.1 SUMMARY**

The summary should include significant features of proposal including the proposer's experience, and project team. It must include all background information related to the proposer's understanding of the requirements and procedures adopted by the City for successful completion of this project.

#### **3.5.2 PROJECT SCOPE**

The proposer shall address all items detailed in Sections 2.0 through Section 2.7.

#### **3.5.3 PROJECT MANAGEMENT PLAN**

The project management plan shall include sufficiently detailed information to identify the proposer's organization, responsibilities and internal reporting requirements. Where subcontractors are to be used, their names, qualifications, specific tasks and control elements must be specified, as well as the firm's control elements on subcontractor's performance.

Finally, the project management plan must show the relationship between this project and other corporate commitments, the provision for backup personnel and the total corporate resources potentially available to this project.

#### **3.5.4 PROJECT STAFF**

A detailed resume must be included for each individual whom the proposer plans to assign or commit to the project. Where individual resumes for backup or non-assigned personnel are included, they must be clearly marked as "SECONDARY RESOURCES".

For each individual whom the proposer plans to assign to the project, the proposer must designate the individual's status such as full time regular employee, part time regular employee, consultant, etc., and must specify the number of years that the individual has been employed by the proposer.

The proposer shall include a separate list of sub-contractors that may be used, along with related costs, to prepare all documents for obtaining any permits and approvals that may be required for this project, i.e., if it is determined that the project so requires. The cost for sub-contractors should be included in the percentage of construction cost.

#### **3.5.5 EXPERIENCE AND CAPABILITIES**

This section should include detailed information regarding previous projects successfully completed by the proposer and general information related to offering organization to allow the City of Stamford to assess overall capabilities. The proposer must provide information regarding the following items related to past performance:

**History of the firm's experience with historic structures, both restorations and relocations.**

**History of contract performance.**

**History of labor relations.**

**Reliability of services.**

**Public interaction.**

The total number of full time employees and total number of professional employees in the offering organization should be specified. Do not include part time employees or consultants. In the event that subcontractors or partners are proposed, this information should be included for each.

#### **3.5.6 CORPORATE FINANCIAL CAPABILITIES**

If requested during review of the proposal, submit an annual report for the previous year and banking references. In addition, if proposer plans to have the revenues from this

contract assigned to any bank or other institution, the reason for such assignment must be specified and the assignee designated.

### **3.5.7 APPENDICES**

The proposer may provide any additional information that is deemed to be useful to the City of Stamford in evaluating the proposal in Appendices. Generally, this may include examples of prior work products and methods.

### **3.6 FINANCIAL SUPPLEMENT FORMAT**

The proposers may be required to demonstrate detailed information (personnel and hours allocated) used to determine the lump sum fee.

## **END OF SECTION**

## **4.0 RESPONSE EVALUATION AND SELECTION**

### **4.1 EVALUATION METHODOLOGY**

Responses to this RFP will be evaluated by a Selection Committee. This Committee will be comprised of technically qualified personnel from the City of Stamford, SHS, HPAC and HNP.

The Selection Committee shall review all qualifications and responses submitted. The Selection Committee shall rank the proposers based on the qualification criteria shown in Section 4.2. Each response proposal will be assigned a numeric score in this evaluation.

Following the advertisement period for this RFP, the Selection Committee will evaluate each response based upon the following criteria:

- Previous experience with similar projects.
- Experience with CT SHPO, NPS and municipal historic preservation agencies.
- Firm capabilities including size, experience, and qualifications of the specific proposed project team.
- Ability to complete projects within time and budget.
- Proposed Fee.

The City of Stamford reserves the right to reject any and/or all responses submitted or to request information from any firm(s) as deemed necessary to properly evaluate the responses.

If deemed necessary by the Selection Committee, a short list of consulting firms will be called to conduct an interview, however, the selection committee reserves the right to make a final selection without conducting interviews.

### **4.2 PROPOSAL EVALUATION**

The Selection Committee will evaluate the proposals on the following basis:

#### **4.2a CORPORATE EXPERIENCE AND CAPACITY**

##### **Corporate Experience:**

Corporate experience will be evaluated based upon project experience and overall corporate capacity.

##### **Project Experience:**

Project experience will be evaluated based upon the quality and implementation of similar work.

#### **Corporate Capacity (Level of Effort):**

Corporate resources will be evaluated based on the total resources assigned or committed to the project.

#### **4.2b COMMITTED STAFF AND PROJECT ORGANIZATION**

Project staff will be evaluated based upon related project experience and assignment, qualifications of the project manager, technical skills of the project team and proposed project organization and management plan.

#### **Related Project Experience:**

The project staff will be given points based upon experience and other related systems with credit given to design quality, training and implementation of similar work.

#### **Project Staff:**

The proposed project staff will be evaluated based upon past project experience. Full credit will only be given to project staff that has managed similar projects in terms of size and complexity, scope and functional areas.

#### **Technical Skills:**

Technical skills will be evaluated similarly to the related technical experience shown previously with the same criteria regarding employee status as outlined above.

#### **Project Management Plan and Organization:**

Proposed organization will be evaluated based upon relevancy to work assignments, clarity of responsibilities and qualifications of managerial personnel.

#### **4.2c UNDERSTANDING OF WORK TO BE PERFORMED**

The proposer's understanding of the work required to successfully complete the project will be evaluated based upon the proposer's approach to the Project Scope including example reports, documentation previously prepared and other deliverables from previous projects related to describing how the project will be performed and the end product which the Office of Operations can expect.

#### **4.2d FINANCIAL STATEMENTS**

**Financial Capabilities:** If deemed necessary during the review of the proposals by the selection committee, provide certification that the proposer is financially capable of meeting all of the financial terms of this RFP.

**Proposal Fee:** Consultant shall complete and submit the Revised Fee Proposal Form attached as Appendix "E".

Vendors may be asked to present their proposals to the selection committee and/or to respond to questions. Based on the information provided in the proposal and any additional information presented, a final selection will be made.

The City of Stamford reserves the right to reject any and/or all proposals submitted, to request information from any vendor and to negotiate with any of the vendors regarding the terms of the engagement. The City of Stamford intends to select the vendor that, in its opinion, best meets the City's needs, not necessarily the vendor that proposes the lowest fees.

**APPENDIX "E"**

The following fee is proposed to perform the duties, responsibilities and obligations as described in the Request for Proposals for the Relocation of the Hoyt-Barnum House Stamford, CT. The project shall be proposed under a lump sum fee.

**PROPOSED LUMP SUM FEE:**

HISTORIC STRUCTURES REPORT \$ \_\_\_\_\_

SCHEMATIC DESIGN/  
DESIGN DEVELOPMENT \$ \_\_\_\_\_CONTRACT DOCUMENTS  
(Drawings & Specifications) \$ \_\_\_\_\_

BIDDING \$ \_\_\_\_\_

CONSTRUCTION ADMINISTRATION \$ \_\_\_\_\_

ESTIMATING \$ \_\_\_\_\_

SCHEDULES \$ \_\_\_\_\_

REIMBURSABLES (NOT TO EXCEED) \$ \_\_\_\_\_

**TOTAL FEE** \$ \_\_\_\_\_**WRITTEN FEE** \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Title: \_\_\_\_\_ Email: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Federal Tax ID # \_\_\_\_\_

# DRAFT AIA Document B101™ - 2007

## Standard Form of Agreement Between Owner and Architect

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

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

« »  
« »  
« »  
« »

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

« »  
« »  
« »  
« »

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

«Blank Forms»  
« »  
« »

The Owner and Architect agree as follows.

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

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

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### 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.)*

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**§ 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:

<< >>

- .2 Substantial Completion date:

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**§ 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.

#### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

**§ 2.1** The Architect shall provide the professional services as set forth in this Agreement.

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

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

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

§ 2.5 The Architect shall maintain the following insurance 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 cost:

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

.1 General Liability

« »

.2 Automobile Liability

« »

.3 Workers' Compensation

« »

.4 Professional Liability

« »

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

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

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

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



**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

**§ 3.1.5** The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and 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 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.

## **§ 3.2 SCHEMATIC DESIGN PHASE SERVICES**

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

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, 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.

## **§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES**

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

electrical systems, and 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.

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

#### **§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. 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.

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

**§ 3.4.3** During the development of the Construction Documents, 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 may include bidding requirements and sample forms.

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

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

#### **§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES**

##### **§ 3.5.1 GENERAL**

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

##### **§ 3.5.2 COMPETITIVE BIDDING**

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

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

- .1 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 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, and 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 CONSTRUCTION PHASE SERVICES**

#### **§ 3.6.1 GENERAL**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, 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.

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

**§ 3.6.1.3** Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### **§ 3.6.2 EVALUATIONS OF THE WORK**

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

**§ 3.6.2.2** 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.

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

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

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

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated 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.

**§ 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) 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, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

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

**§ 3.6.4.4** Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests

for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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

#### § 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may 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 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 and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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

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

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

#### ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but 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, and the Owner shall compensate the Architect as provided in Section 11.2.

*(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.)*

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		
§ 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				
§ 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				
§ 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™-2007)				
§ 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.

« »

§ 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.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, 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;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .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 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;



- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

**§ 4.3.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If 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 evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 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.

**§ 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:

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

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

## ARTICLE 5 OWNER'S RESPONSIBILITIES

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

**§ 5.2** 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 in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

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

**§ 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 may be reasonably 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.

**§ 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** 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.

**§ 5.12** 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.

## **ARTICLE 6 COST OF THE WORK**

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

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



and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

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

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

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

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

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

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

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

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

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

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

## 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 specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

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

### § 8.2 MEDIATION

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of 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 a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

*(Check the appropriate box. 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. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

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

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

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

### § 8.3.4 CONSOLIDATION OR JOINDER

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

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

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

## ARTICLE 9 TERMINATION OR SUSPENSION

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

incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

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

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

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

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

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

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

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

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

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

## 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.)*

« »

§ 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.)*

« »

§ 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.)*

« »

§ 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:

« »

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

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

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

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

« »

Employee or Category

Rate

## § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant'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 consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

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

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

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

« »

## § 11.10 PAYMENTS TO THE ARCHITECT

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

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

« » % « »

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to 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.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

« »

## 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
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

« »

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

« »

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

**OWNER**

**ARCHITECT**

*(Signature)*

« »« »

*(Printed name and title)*

*(Signature)*

« »« »

*(Printed name and title)*

H OYT FARM HOUSE  
713 BEDFORD STREET  
STAMFORD, CONNECTICUT

List #1

SUMMARY OF RESTORATION WORK 1962 - 1968.



## PRELIMINARY WORK DONE:

1. Contemporary bookshelves removed from East wall, as well as radiators and old pipes.
2. Entire rotted East wall and rotted sill removed, and building jacked up.
3. Entire sagging floor removed.
4. North wall of room temporarily removed.
5. Plaster and lathe removed from four walls and ceiling.
6. Doors, molding, rotted window frames, and 1820 mantel removed.

## FINDINGS:

1. Evidence of extensive damage from termites, post beetles, carpenter ants, and rats.
2. Plaster was composed of crushed oyster shells and animal hair. ( sample saved )
3. A copper penny dated 1798 was found between the vertical boards and plaster walls.
4. The lathes were hand split oak. ( sample saved )
5. Hand made nails were used. ( sample saved )
6. Numbering of the timbers was revealed.
7. Wide thick whitewashed (see analysis) vertical boards were revealed behind the lathe and plaster on the North, East, and South walls.
8. Hand hewn ceiling beams and boards were also whitewashed.
9. Chimney was fieldstone and brown clay, with a stone lintel.
10. Opening in chimney for a stovepipe installed in the 1920's was revealed.

## WORK DONE:

1. Exterminators were called in to examine and treat the entire building. Under a contract this treatment is done periodically. From time to time, evidence of post beetles has been observed and treated , since the beginning of the restoration.
2. New sill installed under East wall, and treated with Creosote.
3. New vertical boards installed on East and North wall, except for some original ones in good condition.
4. Extra floor beams were installed for added support.
5. Sub flooring installed.
6. Old oak flooring re-installed except for first and second boards from East wall which were rotted, and replaced with new boards.
7. Pipes and baseboard heating installed on East and South walls, with thermostat on North wall near door.
8. New window frames installed.
9. Vertical posts were installed between the end joists and sills on either side of the East wall window for added support. (mortise and tenon and wood pegs used )
10. Paint removed from thin vertical boards on South side of chimney. ( in 1967 ).

FIRST FLOOR      NORTHEAST ROOM      PANTRY OR BUTTREY  
( Present Library )

## PRELIMINARY WORK DONE:

1. Contemporary four door cupboard with shelves removed from South wall.
2. Entire rotted East wall and rotted sill removed, and building jacked up. ( see #2 Page 1 )
3. Entire floor removed.
4. South wall of room temporarily removed (see #4 Page 1 )
5. Plaster and lathe removed from East wall and ceiling.
6. Rotted window frame on East wall, old pipes and radiator removed.

## FINDINGS:

1. Floor beams, floor boards, and ceiling beams were in poor condition.

## WORK DONE:

1. New sill installed under East wall. (see #2 Page 1 )
2. New vertical boards installed on East wall.
3. New floor beams, subflooring, and oak floor boards installed
4. New radiator installed under window of East wall.
5. New window frame installed on East window.
6. New Ceiling beams installed with plasterboard and simulated oyster shell plaster.
7. New ceiling light installed at foot of stairs.
8. Vertical posts were installed between the end joists and sills on either side of the East wall window for additional support. ( mortise and tenon and wood pegs )
9. Temporary adjustable shelves installed on East and South walls for Library use.
10. Paint removed from feather edge vertical pine boards on North wall and stair walls, and oak stairs. ( in 1967 ).

PRELIMINARY WORK DONE:

1. Old pipes, sink, stove, and icebox removed.
2. Entire sagging floor removed.
3. The West wall was moved back further West to make room for a new lavatory.
4. Plaster removed from North wall and ceiling.

FINDINGS:

1. Sub flooring was badly damaged.
2. There was no wall or floor insulation, and no provision for heat in this room.

WORK DONE:

1. New floor beams, sub flooring, and insulation installed.
2. New linoleum laid on floor.
3. New radiator unit was installed in wall underneath inside window on South wall, and underneath window in lavatory.
4. New plaster on ceiling and North, West, and East walls.
5. New pipes installed for refrigerator, stove, sink, and dishwasher, and washbasin and toilet.
6. Above units installed.
7. Wall cupboards and counter cabinets were made from hand sawn wood salvaged from other parts of the building.
8. New windows installed over kitchen sink and North wall of lavatory.
9. Two ceiling lights installed in kitchen, and one over lavatory wash basin.
10. Old door with hand forged strap hinges and pintels (formerly the cellar door ) was re-installed as the
- XX. lavatory door.
11. North and West wall of lavatory tiled half way up wall.
12. Back door on East wall was repaired, and had forged strap hinges found in cellar, added.
13. Outside wall of lavatory on porch was covered with vertical weathered boards.

## PRELIMINARY WORK DONE:

1. Because the North wall was bowed out eight inches, the inside wall (vertical pine feather edge sheathing) was temporarily removed.
2. The narrow partition and attached cupboard next to the chimney on the West side were removed.
3. The small cupboard concealing the large waste pipe (for bathroom above on second floor) was removed. *NORTHWEST CORNER.*
4. The late mantel shelf was removed.
5. The plaster on the chimney breast was removed, and also the ceiling plaster.
6. The floor boards mostly in poor condition were removed.
7. Casings removed from vertical posts on North wall for examination of posts.

## FINDINGS:

1. The ceiling beams were not rough hewn as in the East room, nor were they or the ceiling boards whitewashed.
2. There were marks on the ceiling beams and underneath them on the floor boards, which indicated partitions for a so-called burning-room on the Northwest corner of the keeping-room. (Unfortunately no measurements or pictures were taken at this time, so the evidence is gone).
3. Some of the ceiling beams were in poor condition.
4. The plaster on the North wall and the tops of the vertical posts supporting it were extensively termite-damaged.
5. The chimney was fieldstone and brown clay with a double lintel of oak, the lower one quite charred.
6. Opening in the chimney for stovepipe installed in 1920's.
7. Behind the vertical feather edge pine sheathing on the North and West wall was revealed the wide thick whitewashed vertical boards as in the East room.

## WORK DONE:

1. The bow in the North wall was straightened.
2. The termite damaged plate on North wall removed and replaced with new hand hewn timber.
3. The junction of the chimney joists and vertical posts on North wall were made structurally sound by the use of wood buttresses. Inside these are iron lug bolts tying them solidly to the posts. Wooden pegs conceal the lug bolt ends.
4. The vertical feather edge pine sheathing was re-installed on the North wall.
5. Ceiling beams replaced with new wood where necessary. These beams extended into the Northeast room (present library).
6. Ceiling was covered with plasterboard and plastered with simulated oyster shell plaster.
7. The rotted window frames on the <sup>NORTH</sup> wall were replaced with new wood.
8. Tar paper was put between the sub flooring and floor boards.
9. Old wood floorboards were used to replace rotted ones where needed, and planed on their edges to fit.
10. Pipes and baseboard heating installed on East, North, and West walls.
11. Without a resident custodian, it was decided to no longer

to risk using the fireplaces. Consequently the large fireplace in the keeping room was closed up with a metal sheet underneath the lintel.

12. Paint was removed from the vertical feather edge pine sheathing on the East, North, and West wall, including the cased posts. ( in 1967 ).

A fire alarm system was installed with ceiling buttons in each room on the first floor, and the horn near the peak of the roof on the East wall in the attic.

**PRELIMINARY WORK DONE:**

1. Entire sagging floor was removed temporarily. It sloped down to six inches toward the West wall.
2. 1820 mantel was removed.
3. Plaster removed from chimney breast.

**Findings:**

1. Chimney was fieldstone and brown clay.
2. A third and lower shelf was revealed in the open cupboard next to chimney on North side.

**WORK DONE:**

1. Supports and beam used to brace and raise floor to level.
2. Old oak floor boards re-installed.
3. Pipes and baseboard heating installed West and South walls.
4. The inside frame of the North window on the West wall was removed to investigate a leak which was staining the pine sheathing underneath. The frame was rotted to the point of no return, and a temporary frame of plaster board was installed to keep out the weather.

**ADDITIONAL WORK DONE IN 1968 BY VOLUNTEERS.**

1. Paint removed from window frames and sash on West and South walls.
2. Some paint removed on the thin vertical boards on South side of chimney to examine first layer of paint color.
3. Paint removed from small corner cupboard door and frame in Southeast corner of room. This revealed that the door is old, but not original as it had been added to on the sides to fit the frame. The large pair of HL hinges are hand forged.

## PRELIMINARY WORK DONE:

1. All the wallboard partitions and ceilings ( hall, two bedrooms, and bathroom ) were removed.
2. Bathroom was dismantled and bathtub, toilet, wash basin, and old pipes were removed.

## 7. FINDINGS:

1. Four roof rafters were rotted through, giving the roof no support on the Northwest side of the building.
2. The plate on the North wall was extensively rotted.
3. Roman numerals were revealed at the junction of the collar beams and roof rafters.
4. Collar beams had been cut off when partitions had been installed for living quarters.
5. The chimney was plastered to the wallboard ceiling level, not to the ridge beam of the roof. (The upper part showed the clay mortar and was a good example of stonework, according to the stone mason. )
6. The horizontal boards on the East wall were whitewashed up to the tops of the windows.
7. The West wall did not have whitewashed horizontal boards underneath the wall board.
8. The area around the frame of the Southeast window had been filled in with short lengths of horizontal boards, which might indicate a larger original window.
9. The Northeast window appears to have been installed at a later date.
10. The floor joists under the attic flooring on the West side are sound and in good condition.

## WORK DONE:

1. The plate on the North wall was replaced with old timber. (The roof had to be opened on the North side in order to get this huge plate in place. )
2. Four rafters were replaced with old lumber.
3. Old collar beams were installed, but at a higher level than the original ones, which were too low to walk under.
4. The East wall was insulated.
5. The West wall was covered with old horizontal boards.
6. Cupboards with doors made of old wood were built in under the eaves on the South wall, for badly need storage space. ( The hand whittled knobs were copied from an early 18th century Connecticut cupboard. )
7. Narrow hinged lid boxes of old wood were installed along the North wall, also for storage space, and baseboard heating.
8. Baseboard heating was installed around four walls, with the thermostat located on a board on the East side of the chimney.

ROOF

PRELIMINARY WORK DONE:

1. Roofing material was removed.
2. Dormer on the South side was removed.
3. Roof boards on the South side were removed.

FINDINGS:

1. The old wide roof boards on the North side were in good condition.
2. The roof boards on the South side were narrow and of a later date, possibly replaced when the dormer was installed.

WORK DONE:

1. Thick split cedar weather processed shingles were used. ( unfortunately proper research was not done at the time. For an early Connecticut house, the shingles should be much thinner ).
2. The roof boards on the South side were replaced with old wide roof boards, similar to the ones on the North side.
3. 2' x 4' Styrofoam sheets were put on the roof boards for insulation.
4. Old shingles were put between the roof boards and outer shingles to conceal the Styrofoam.
5. Baby spot lights were mounted in the peak at West and East, for illumination of attic exhibits. ( in 1967 )
6. Copper flashing around the chimney.
7. A new capstone was put on.



CELLAR

PRELIMINARY WORK DONE:

1. oil tank and furnace removed.
2. Old pipes removed.
3. Antiquated BX cables removed.

FINDINGS:

1. Bricked up fireplace in East wall of West room.
2. South window and frame on West wall is one of the earlier ones in the house.
3. Beams underneath the keeping room had been re-inforced, possibly twenty years ago.

WORK DONE:

1. Gas furnace installed.
2. Furnace enclosed in room with electric light, door, and small window (on South side ), as required by fire laws for a public building.
3. New copper pipes installed for water, heating, and sewage.
4. New wiring and electric switchboard with circuit breaker ( in 1967 ).
5. Baby spot lights were mounted on ceiling beams, for illumination of cellar exhibits. ( in 1967 ).
6. Beams under Southwest room reinforced with old vertical posts.
7. Cellar stairs reinforced and hand rail installed.
8. Fireplace re-opened, revealing clay and fieldstone construction and stone lintel.