



TRUMBULL HOUSING AUTHORITY BOARD MEETING AGENDA

DATE: January 28, 2020

TIME: 4:30 PM

LOCATION: STERN CENTER – CONGREGATE BUILDING
Dining Room
210 HEDGEHOG CIRCLE
TRUMBULL, CT 06611

1. Call to Order
2. Roll Call and Pledge of Allegiance
3. Reading and Approval of Minutes for the January 7, 2020 Regular THA Board Meeting
4. Treasurer's Report
5. Executive Director's Report
6. Unfinished Business –Two resolutions pending legal review.
7. New Business
-AIA Agreement for Wiles, Architect for Small Cities 2019 Funding.
8. Updates from the Stern Village Resident Association
9. Resident Comments
10. Adjournment

DRAFT AIA® Document B104™ - 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

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

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

« Trumbull Housing Authority »
« 200 Hedgehog Road
Trumbull, CT 06611 »

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

« Wiles Architects », LLC
« 155 Brooklawn Ave
Bridgeport, CT 06604 »
« Telephone Number: 203-366-6003 »
« Fax Number: 203-384-1751 »

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

« Stern Village Congregate Energy Improvements »
« 200 Hedgehog Road
Trumbull, Ct 06611 »
« Congregate Energy Improvements Project
Boiler & Living Units Controls Replacements, Installation of Living Unit Heat Pumps,
hallway fresh air improvements. And replace existing bathtubs with walk-in shower units
in all units.

The Owner and Architect agree as follows.

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

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



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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

«The project consists of providing mini-split heat pump systems to all living units, adding fresh air to all corridors, modifying boilers and controls, and replacing existing tubs with walk-in shower units.

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement (the "Architect's Services" or the "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.

§ 2.1.1 The Architect shall be responsible for the performance of the Architect's Services as an independent contractor and in a good and workmanlike manner (i) consistent with this Agreement; (ii) consistent with the instructions, guidance, and direction of Owner; (iii) consistent with the highest prevailing applicable professional or industry standards; (iv) consistent with sound architectural practices; and (v) as expeditiously and as is consistent

with such professional skill and care and the orderly progress of the Project, the instructions of the Owner and this Agreement (the standards in this Section shall be referred to herein as the “Architect’s Standard of Care”).

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. Architect shall also require the Architect’s consultants to maintain professional liability insurance in the amounts appropriate for the services to be performed.

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

.1 General Liability

«1,000,000»

.2 Automobile Liability

«500,000»

.3 Workers’ Compensation

«250,000»

.4 Professional Liability

«2,000,000»

§ 2.3 All required insurance shall be maintained with responsible insurance carriers (each referred to as a “company”) legally permitted to do business in Connecticut, having a Bests rating of not less than A-X, and otherwise reasonably acceptable to the Owner. Upon the signing of this Agreement, the Architect shall deposit with the Owner certificates of insurance evidencing the required insurance coverage, bearing notations or accompanied by other evidence satisfactory to the Owner of the payment of all premiums thereunder. Certificates of insurance shall bear the endorsement ‘Not to be canceled without thirty (30) days’ prior written notice to Owner.

ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES

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

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner’s consultants. The Architect shall be entitled to reasonably rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner’s approvals but, with respect to (1) and (2), only to the extent the Architect is not aware of any omission or inaccuracy or reasonably should not be aware of any such omission or inaccuracy. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, , the Architect and Owner shall work together to create a schedule for the performance of the Architect’s Services acceptable to the Owner (as adjusted from time to time, the “Schedule for the Work”). With the Owner’s approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. The Architect will be bound by the schedule and will not deviate from or adjust the schedule without the Owner’s express written consent, which consent the Owner shall not unreasonably withhold for deviations or adjustments necessary due to factors outside the Architect’s control. The Architect shall update the schedule to incorporate any deviations or adjustments approved by the Owner and shall provide the Owner with such updated schedule.

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

§ 3.2 Design Phase Services

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

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements and shall notify the Owner of any other information or consulting services that may be needed for the Project.

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

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate and necessary for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval, review adjustments to the Cost of the Work, if any, and make all revisions reasonably required by Owner.

§ 3.2.6 In the performance of the services described in this Section 3.3, Architect shall achieve the following milestones to the reasonable satisfaction of Owner by the dates set forth in the Schedule for the Work, time being of the essence.

§ 3.2.7 The Architect shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other services, furnished by the Architect under this Agreement. The Owner's review, approval, acceptance of or payment for Services shall not be construed as a waiver of any rights under this Agreement. Furthermore, this Agreement does not restrict or limit any rights or remedies otherwise afforded the Owner or Architect by law.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare (with the Architect's Standard of Care and in compliance with all applicable laws, statutes, regulations, ordinances and codes) for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the 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 3.4.4.

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

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. The Architect shall make all revisions reasonably required by Owner.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall prepare all bid documents and shall submit them to the Owner for the Owner's approval. The Architect shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

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

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

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

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the Project at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to keep informed of the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work, subject to prior notification to Owner along with documentation supporting any such rejection or additional inspection/testing.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing with reasonable promptness but in all events within seven (7) days.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

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

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's opinion at such time, based upon the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures other than submissions to the Architect as provided herein to the extent review by the Architect is consistent with industry practice, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment except to the extent necessary to perform the obligations of Section 3.4.3.1 in accordance with industry practice, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples. 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 any construction means, methods, techniques, sequences or procedures.

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

§ 3.4.4.3 The Architect shall review and promptly respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing but in no event later than seven (7) days.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents and applicable laws, codes, ordinances and regulations.

§ 3.4.6 Project Completion

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.

(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)

«Only as authorized in writing by the Trumbull Housing Authority»

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3. Notwithstanding the foregoing, any services performed by the Architect as are necessary or required to comply with all applicable laws, codes, ordinances, regulations and the Contract Documents shall be included in the Basic Services and performed at no other additional cost to the Owner.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services «Twenty» («20») visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within «Twelve» («12») [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, as reasonably requested by Architect.

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

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

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's reasonable request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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

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

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

§ 5.8 Except as otherwise provided for in this Agreement, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

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

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

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work may be 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, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall, upon Owner's request (i) 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; (ii) recommend reasonable adjustments in the program and scope of the Project; and (iii) include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such Services as part of Basic Services and without additional compensation.

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

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work. Any such adjustment shall be subject to the Owner's approval in its sole and absolute discretion.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner may, in its sole and absolute discretion

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall, without additional compensation, modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work, Architect's services shall be without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. At such times as Owner may reasonably request, Architect shall supply Owner with a complete electronic copy of all then-current project documents and Instruments of Service.

§ 7.3 The Architect grants to the Owner a nonexclusive, irrevocable license to use the Architect's Instruments of Service and to reproduce the Architect's Instruments of Service for any purpose related to the Project, including, without limitation, constructing, using, maintaining, renovating, changing or modifying the Project. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service. If the Architect is in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, irrevocable license permitting the Owner to use and to authorize other similarly credentialed design professionals to use and reproduce the Instruments of Service and, where permitted by law, to make changes, corrections or additions to the Instruments of Service for any purpose relating to the Project including, without limitation, constructing, maintaining, renovating, changing or modifying the Project. However, the Owner agrees that the Architect shall not be responsible or liable for any changes to, modifications to, or use of the Instruments of Service made by the Owner or others.

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

§ 8.2 Mediation

§ 8.2.1 In the event of a dispute arising under this Agreement, prior to mediation the Architect shall notify the Owner promptly in writing and submit its claim in a timely manner. The Owner shall respond to the claim in writing in a timely manner.

§ 8.2.2 Any claim, dispute or other matter in question arising out of or related to this Agreement and not resolved pursuant to subsection 8.2.1 shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The parties shall share the mediator's fee and filing fees equally. A request for mediation shall be filed in writing with the other party and with the American Arbitration Association. The request may be concurrent with the filing of a complaint but, in such event, mediation shall proceed in advance of legal or equitable 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. Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

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

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 The Owner may terminate this Agreement for the Owner's convenience or for failure of the Architect to fulfill contract obligations. The Owner shall terminate by delivering to the Architect a written notice of termination specifying the reason thereof and the effective date of termination. Upon receipt of such notice, the Architect shall immediately discontinue all Architect's Services affected and deliver to the Owner all information, reports, papers, and other materials accumulated or generated in performing this Agreement whether completed or in process. If the termination is for convenience of the Owner, the Owner shall be liable only for payment for accepted Architect's Services rendered before the effective date of termination and for reasonable and documented ancillary costs of termination including certain overhead expenses directly attributable to work in progress. In no event shall Architect be entitled to any anticipated profits, unearned fees or damages.

§ 9.2 The Owner may give written notice to the Architect to suspend work on the Project or any part thereof. The Owner shall not be obligated to consider a claim for additional compensation if the Architect is given written notice to resume work within 120 calendar days. If notice to resume work is not given within 120 calendar days, the Architect shall be entitled to an equitable adjustment in compensation.

§ 9.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for Architect's Services performed prior to termination, together with actual and document Reimbursable Expenses, unless otherwise mutually agreed upon by Owner and Architect at the time of termination.

§ 9.4 Either party may terminate this Agreement by written notice to the other and may regard the other party as in default of this Agreement, if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceedings under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise; provided, however, the Architect shall not have the such right to terminate unless Owner has failed to make payments due to Architect under this Agreement.

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. The parties further agree that any legal proceedings arising out of or relative to this Agreement shall be conducted in the State of Connecticut.

§ 10.2 Unless otherwise defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A107–2007, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 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 without the Architect's consent, 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, or to an affiliate of Owner.

§ 10.4 If the Owner requests the Architect to execute certificates or consents or to obtain Subcontractor's signature, the proposed language of such certificates or consents shall be submitted to the Architect for review a reasonable amount of time prior to the requested dates of 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. However, the Owner shall be an intended third party beneficiary of all agreements entered into by Architect with any third parties for performance of any of the Architect's Services. It is expressly understood that Architect and the Owner are independent of one another, and that neither has the authority to bind the other to any third person or to otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in a writing signed by both parties hereto.

§ 10.6 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, provided that the Architect designates the Project name and Owner in such materials. However, the Architect's materials shall not include information the Owner has identified as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.9 The Architect shall be liable to and shall indemnify the Owner and each of its agents, employees, and officers (collectively, "Indemnitees") and shall hold each of the foregoing harmless from and against (i) any and all claims, losses, damages, expenses, costs and other liabilities, including without limitation, attorneys' fees and disbursements, resulting from the negligent performance of the professional services rendered by the Architect or any of its consultants relating to this Agreement and (ii) losses, costs, expenses, claims, demands, suits by any person or persons, injuries, damages or death and other liabilities arising out of or resulting from the performance (or attempted performance) of the services under this Agreement, or otherwise caused by, incident to, connected with or arising out of: the negligence of Architect, any of its contractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Architect shall be liable to and shall indemnify the Indemnitees, and shall hold each of the Indemnitees harmless from and against claims made against any of the foregoing for infringement of any copyright, trademark or patent arising out of the use of any plans, designs, drawings, or specifications furnished by the Architect or any of its consultants in the performance of this Agreement, unless the Owner shall have given its written approval of the use of the system, method, or equipment in connection therewith after explicit warning that there may be an infringement. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that the Architect has no duty to defend the Owner from and against any claims, causes of action, or proceedings of any kind.

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

§ 10.11 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by the property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the General Conditions. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents. The Architect shall be responsible for payment of any deductible to the extent any covered loss is attributable to the fault or negligence of the Architect or any entity for which it is responsible.

§ 10.12 The Agreement constitutes the entire contract between the Owner and Architect in relation to the Project.

§ 10.13 The Architect agrees to perform the Architect's Services as an independent contractor and in good and workmanlike manner, pursuant with: (1) instructions, guidance and directions provided by Owner; (2) the terms and conditions of this Agreement; (3) the highest prevailing applicable professional industry standard; (4) sound architectural practices; (5) any applicable laws, rules, regulations ordinances, codes and orders; and (6) any permits of all federal, state, and local governmental bodies, agencies, authorities and courts having jurisdiction. It is agreed that the 'highest prevailing applicable professional standard' is defined as a 'degree of knowledge, skill, judgment, ordinarily possessed by members of the architectural profession, and to perform faithfully and diligently any service undertaken as an architect in the manner a reasonably prudent architect would under the same or similar circumstances.

§ 10.14 No waiver of any default under this Agreement by Owner or Architect shall be construed as a waiver of any other default (subsequent or prior to such waived default) under this Agreement.

§ 10.15 Neither the Owner's review, approval or acceptance of, nor payment for the Architect's Services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and accordingly, the Architect shall be and remain liable to the Owner in accordance with the applicable law for all damages to the Owner caused by the Architect's negligent performance of any of the Architect's Services, so long as said causes of action are not the result of the negligent act or omission of the Owner.

§ 10.16 All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

§ 10.17 No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

§ 10.18 In the event any provision of this Agreement or any party thereof is declared invalid or unenforceable by final judgment or decree of a court of competent jurisdiction from whose decision no appeal is taken, or a degree of a competent governmental agency, all other articles, provisions and parts of this Agreement, and the application of such provision in any other circumstances, shall remain in full force and effect.

§ 10.19 All notices given under this Agreement shall be in writing and shall be personally delivered or sent prepaid by registered or certified mail, return receipt requested, at its address set forth on the first page of this Agreement, or such other address as such party may designate from time to time by notice given in accordance with this provision. All such notices shall be deemed given on the date of personal delivery or two days after mailing, as the case may be.

§ 10.22 Final payment to the Architect shall not become due and payable until:

- .1 The Architect has completed all its obligations as set forth in this Agreement;
- .2 The Owner has issued final certificate(s) for payment to all contractors involved in construction of the Project; and
- .3 Architect has submitted to the Owner in a form satisfactory to the Owner (i) an affidavit that all payrolls, bills for material and equipment, and other indebtedness connected with the Architect's Services furnished on the Project

for which the Owner or its property may in any way be responsible have been paid or otherwise satisfied; (ii) final releases and waivers arising out the Architect's Services executed by the Architect and all those consultants who performed any portion of the Architect's Services for the Project; (iii) complete set of Record Drawings and As-Built Drawings for the Project; (iv) an index of all documents related to the Project; (v) other documentation establishing payment or satisfaction of all obligations such as receipts, releases and waivers and proof of payment of all taxes arising out of the Agreement and such forms as may be designated by the Owner. Receipt of final payment shall constitute a waiver of all claims by the Architect with respect to this Agreement.

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)

Ninety-nine Thousand Dollars (\$99,000.00)

« »

§ 11.2 For Supplemental Services identified 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.)

«Hourly basis. Only as authorized in writing by the Trumbull Housing Authority»

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

«Hourly basis. Only as authorized in writing by the Trumbull Housing Authority»

§ 11.4 Compensation for Supplemental and 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 «Fifteen» percent («15»%), or as follows:

« »

§ 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:

Design Phase	Thirty	percent	\$29,700.00	Twenty-nine thousand seven hundred
Construction Docs Phase	Fifty	percent	49,500.00	Forty-nine thousand Five hundred
Const Admin Phase	Twenty	percent	10,800.00	Ten thousand Eight hundred
Total Basic Compensation	one hundred	percent	\$99,000.00	Ninety-Nine Thousand

§ 11.6 [N/A]

§ 11.6.1 [N/A]

§ 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 per Hour
«Principal»	\$250.00
Architect	\$200.00
Building Information Modeler	\$175.00
Architect Technician	\$150.00
Administrative	\$100.00

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Owner authorized transportation and authorized out-of-town travel to a location that lies outside of a 50 mile radius of Project, Architect or Owner’s office;
- .2 Permitting and other fees required by authorities having jurisdiction over the Project;
- .3 Printing, reproductions, plots, and standard form documents (except for internal use by Architect’s or its consultants);
- .4 Postage, handling, and delivery;
- .5 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .6 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .7 All taxes levied on professional services and on reimbursable expenses;
- .8 Site office expenses (other than income taxes); and
- .9 Other similar Project-related expenditures as approved by Owner.

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

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of ZERO (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable within forty-five (45) days of receipt of the Architect’s invoice. Nothing shall prevent the Owner from withholding monies due under this Agreement in the event of a defect in Architect’s Services that is not remedied: third party claims filed, or reasonably evidence of the filing of such claims resulting from the acts or omissions of the Architect or its consultants or subcontractors; or the failure of the Architect to fulfill its obligations. No payment to the Architect for the Architect’s Services or Reimbursable Expenses shall be due and owing unless (1) the Owner has confirmed the applicable Architect’s Services are in accordance with this Agreement and the Architect has furnished adequate supporting documentation including, but not necessarily limited to, invoices and receipts, and (2) such payment has been approved and funded by Owner’s funder(s) for the Project.

(Insert rate of monthly or annual interest agreed upon.)

« ZERO % «per annum»

§ 11.9.2.2 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 defaulted under this Agreement.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be provided to the Owner promptly after request therefor.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

(Include other terms and conditions applicable to this Agreement.)

«None»

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect

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

«TRUMBULL HOUSING AUTHORITY »

«WILES ARCHITECTS, LLC »

OWNER (Signature)

ARCHITECT (Signature)

(Printed name and title)

«George Wiles»«, Managing Member»

(Printed name, title, and license number, if required)



Harriet Polansky
Executive Director
harriet@sternvillage.com
Office: 203-261-5740

200 Hedgehog Circle
Trumbull, CT 06611
Fax: 203-590-3101

January 23, 2020

Addendum to THA Board of Commissioners Agenda for January 7, 2019

Under New Business:

2019 Small Cities Funding requires that an architect is hired to oversee the project. Review of AIA Agreement Wiles + Architects.