

**TOWN OF GLASTONBURY  
PROFESSIONAL SERVICES PROCUREMENT NOTICE  
REQUEST FOR QUALIFICATIONS  
ON-CALL ARCHITECTURAL SERVICES  
RPGL - 2026-23**

**DUE DATE AND TIME: May 7, 2026, at 11 A.M.**

The Town of Glastonbury will be accepting responses from firms to provide On-Call Architectural Services on an as-needed basis for both municipal and school projects. School projects will be limited to those projects that are not subject to different procurement requirements per federal and/or state grant funding. On-Call Architectural Services include, but are not limited to, the production of program analysis, conceptual plans, schematic designs, design development, construction drawings and project specifications. On-Call Architectural Services may also include estimation of construction costs and/or construction administration.

Responses can be submitted at the following link: <https://glastonburyct.bonfirehub.com> under the RFQ title “*RPGL-2026-23 - On-Call Architectural Services.*” Contracted Firms will be required to create a profile before submitting their responses. Step-by-step instructions on how to register as a vendor are available at this website: <https://customer.eunasolutions.com/public/s/article/vendor-registration>

Interested firms should obtain the complete Request for Qualifications (RFQ) and related information from the Town’s website at the site recited above. Responses to this RFQ must be submitted electronically no later than the time and date indicated above. A Zoom meeting will be held on the due date and time recited above where the names of all respondents will be read aloud.

**LATE RESPONSES WILL NOT BE CONSIDERED.**

The Town reserves the right to cancel this RFQ, to modify this RFQ, to waive informalities, to reject any part of the process, and/or to reject the entire response when said action is deemed to be in the best interests of the Town.

An Affirmative Action/Equal Opportunity Employer. Minority/Women /Disadvantaged Business Enterprises are encouraged to submit a response.

Gina Consiglio  
Purchasing Agent

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**SECTION I – GENERAL INFORMATION**

- The Town of Glastonbury will be accepting responses from qualified firms to provide On-Call Architectural Services for both municipal and school projects. School projects will be limited to those projects that are not subject to different procurement requirements per federal and/or state grant funding. It is anticipated that the Town will select between three to five firms as a result of this procurement. Each selected firm will be invited to contract with the Town via AIA Document B121-2018 Standard Form of Master Agreement between Owner and Architect for Services provided under Multiple Service Orders, as modified. Once under contract, a firm or firms, at the Town’s sole discretion, will be invited to provide a cost proposal for a specific project. After receiving the cost proposals, the Town, at its sole discretion, if the Town chooses to move forward with the project, shall award the work to the most qualified firm under the circumstances that offers the best value to the Town. Cost shall not be the deciding factor in the award of any project. Being under contract with the Town does not guarantee that a firm will be awarded any work, or an invitation to submit a cost proposal for any project.
- The maximum value of any individual Service Order for a project shall not exceed \$99,999.99.

**SECTION II – CONSULTANT SERVICES**

- A firm under contract with the Town (hereinafter referred to as “Contracted Firm”) shall perform Architectural Services on an as-needed “on-call” basis at an all-inclusive per project price according to instructions received from the Town in a request for cost proposal.
- If additional services outside of the Contracted Firm’s normal scope of work as an architect are required, then the Contracted Firm may obtain and make available to the Town, cost proposals from qualified sub-consultants, acceptable to the Town and, upon approval from the Town, contract for those services. Examples of sub-consultants include, but are not limited to, engineering firms and interior decorating firms. The Contracted Firm’s mark-up on sub-consultant fee shall be limited to 10%.
- Duration of this contract shall be for three (3) years, with the possibility for extensions for an additional two (2) years, if mutually agreed to by the parties.
- All work product created by the Contracted Firm, including but not limited to drawings, reports, and data shall be submitted to the Town and shall become property of the Town.
- No such approval shall in any way be construed to relieve the Contracted Firm of its responsibility for technical adequacy or operate as a waiver of any of the Town’s rights under this Agreement. The Contracted Firm shall remain liable to the Town according to applicable laws and practices for all damages to the Town caused by the Contracted Firm’s negligent performance of any of the services furnished under this Agreement.

***SCOPE OF WORK***

Each awarded project may consist of any or all of the following:

- Meeting with Town Staff to determine requirements and explain alternatives and concepts.
- Interviewing staff to gather information relevant to the project and produce a program for a site.

- Designing schematics, development drawings, and construction documents, producing complete specifications, producing (in conjunction with Town staff) bid documents, review and analysis of bids submitted by contractors.
- Estimating costs to construct.
- Construction administration that will ensure construction aligns with the design. Construction administration can include any or all but not limited to the following:
  1. Site visits
  2. Ongoing communications with both the contractor and Town in order to adequately address any issues or changes that arise during the construction process
  3. Reviewing submittals
  4. Responding to requests for information (RFIs)
  5. Processing change orders
  6. Administering the payment process
  7. Substantial and final completion inspections
  8. Project closeout

### ***PROJECT SUBMITTALS***

- Drawings, reports, notes, building information, close out documentation.
- Budget estimate, architectural/engineering fees, contingency, escalation, administrative costs, and grant reimbursement (where applicable).
- A proposed schedule for completion.

The Contracted Firm may be required to be present at meetings which may need to be conducted with user groups, either at the Town or Board of Education offices, on site, or elsewhere. Specifics will be identified prior to start of work in conjunction with the Respondent.

The Contracted Firm shall be expected to provide project submittals in digital format in the software choices that the Town requests. Software includes, but are not limited to, Word, Excel, PowerPoint, PDF, and AutoCad. The Town may also require that materials be submitted in print format, including mylar record drawings.

### ***TIME FOR COMPLETION***

Schedules for discrete projects will be determined by the Town on a case-by-case basis.

### ***PROJECT COORDINATION***

The Contracted Firm will work closely with staff from the Town of Glastonbury and/or staff from the Glastonbury School District through all phases of a project. The Town of Glastonbury and/or School District will provide access to relevant properties, all available plans and drawings, and any available file reports and studies.

### SECTION III - SUBMISSION OF RESPONSE

#### *MINIMUM REQUIREMENTS*

- Architects shall be licensed by the State of Connecticut.
- Contracted Firms shall have sufficient administrative staff resources that would be available to assist the Town.
- Contracted Firms shall possess recent (past seven (7) years) experience working on Connecticut municipal and/or Connecticut public school projects.

#### *RESPONSE INSTRUCTIONS*

- By submitting a response Respondent represents that it has thoroughly examined and become familiar with the Scope of Services outlined in this RFQ and that it has no objections to the language set forth in the attached contract.
- Contracted Firms submitting a response to this RFQ are directed to respond online through a secure e-Procurement portal. Responses can be submitted at the following link: <https://glastonburyct.bonfirehub.com>, under the RFQ title “*RPGL-2026-23 On-Call Architectural Services.*” Contracted Firms will be required to create a profile before submitting their response. Step-by-step instructions on how to register as a vendor are available at this website: <https://customer.eunasolutions.com/public/s/article/vendor-registration>

Contracted Firms will be required to upload their response as **one consolidated pdf file** which includes the following:

1. RFQ Response as per the requirements herein
  2. Attachment A -Town of Glastonbury Response Page
  3. Attachment B -Town of Glastonbury Non-Collusion Statement
- All responding firms are required to submit the information detailed below. **Responses shall be organized and presented in the order listed below to assist the Town in reviewing and rating responses.** Responses should be presented in appropriate detail to thoroughly respond to the requirements and expected services described herein.
    1. Table of Contents to include clear identification of the material provided by section and number.
    2. A letter expressing the firm’s level of interest in doing work for Glastonbury, and why it believes it is well-qualified. The letter must be signed by a person legally authorized to bind the firm to a contract.
    3. Name, email address and telephone number of person(s) to be contacted for further information or clarification.
    4. Information about the firm submitting the response, including history, leadership, office location(s), areas of expertise, and values.
    5. A list of staff members who would perform work for Glastonbury, including their assigned roles and a description of their education, training, relevant work experience and licensure.

6. List of assignments completed over the past seven (7) years on behalf of Connecticut municipalities and school districts with the contact names, addresses and telephone numbers of the owners' representative in each project. Including for each such project or building program should be a statement of:
    - a. Description of each project;
    - b. Respondent's team members who worked on each project; and
    - c. The role that each team member played on each project.
  7. RFQ Response Form (**ATTACHMENT A**).
  8. The responding firm is required to review the Town of Glastonbury Code of Ethics adopted July 8, 2003, and effective August 1, 2003, and revised October 29, 2013, and effective November 28, 2013. The responding firm shall acknowledge that they have reviewed the document in the area provided for the Ethics Acknowledgement section in **ATTACHMENT A**. The selected Contracted Firms will also be required to complete and sign a "Consultant Acknowledgement Form" prior to award. The Code of Ethics and the Consultant Acknowledgment Form can be accessed at the Town of Glastonbury website at [www.glastonburyct.gov](http://www.glastonburyct.gov). Upon entering the website click on **Bids & Proposals** which will bring you to the links for the **Code of Ethics** and the **Consultant Acknowledgement Form**.
  9. Statement of Non-Collusion (**ATTACHMENT B**).
  10. Questions regarding this RFQ shall be emailed to Gina Consiglio, Purchasing Agent, by email at [purchasing@glastonbury-ct.gov](mailto:purchasing@glastonbury-ct.gov). All questions, answers, and/or addenda, as applicable, will be posted on the Town's website at [www.glastonburyct.gov](http://www.glastonburyct.gov) (Upon entering the website click on Bids & Proposals). **It is the respondent's responsibility to check the website for addenda prior to submission of any response.** Note: Responses to requests for more specific contract information than is contained in the RFQ shall be limited to information that is available to all Contracted Firms and that is necessary to complete this process. The request must be received at least five (5) business days prior to the advertised response deadline.
- Failure to include any of the above-referenced items in the submitted response may be grounds for disqualifying said response.

### ***EVALUATION CRITERIA***

- The following factors will be considered when evaluating qualification submissions:
  - Quality, thoroughness, and responsiveness to the Town's requirements as summarized herein.
  - The qualifications and experience of the firm, the designated account representative, and other key personnel designated to work with the Town.
  - Successful performance of similar work with Connecticut public entities and school districts within the past seven (7) years.

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PROFESSIONAL SERVICES  
ON-CALL ARCHITECTURAL SERVICES**

**RPGL-2026-23**

- Licensed by the State of Connecticut to perform the work required and involved in and have, on staff, licensed professional consultants for performance of the project orders.
- Demonstrated ability to respond to Town and school requests for assistance in a timely manner.
- Ability to provide architectural services and expertise in a broad range of construction projects.
- Overall approach to providing the services requested.
- Recent experience (past seven (7) years) working on projects that received State of Connecticut school construction grant reimbursements.

***SELECTION PROCESS***

- This request for qualifications does not commit the Town of Glastonbury to award a contract or to pay any costs incurred in the preparation of a response to this RFQ. All responses submitted to this RFQ shall become the property of the Town. The Town reserves the right to accept or reject any or all responses received as a result of this request, to negotiate with the selected Contracted Firms, the right to extend the contract for an additional period, or to cancel in part or in its entirety the request for qualifications, if it is in the best interests of the Town to do so.
- A Selection Committee, appointed by the Town Manager, will evaluate all responses received for completeness and the Contracted Firms' ability to meet all requirements as outlined in this RFQ. The Committee will then shortlist the specific firms whose statements best meet all criteria required and may conduct interviews with those firms. Upon completion of interviews, the Selection Committee will forward to the Town Manager, a list of firms recommended for further consideration.
- Additional technical information may be requested from any Contracted Firm for clarification purposes, but in no way changes the original qualification statement submitted.

***TIMELINE***

The Town intends to adhere to the schedule listed below as closely as possible but reserves the right to modify the schedule in the best interest of the Town, as required.

Publicize RFQ	<b>April 16, 2026</b>
RFQ Due Date	<b>May 7, 2026 by 11:00 AM</b>
Shortlist of Submittals Received	<b>May 27, 2026 (Subject to change)</b>
Interviews with Top Contracted Firms	<b>Week of: June 8, 2026 (Subject to change)</b>
Contract Effective Date	<b>TBD</b>

***FORM OF CONTRACT***

By submitting a response to this Request for Qualification, the Contracted Firm warrants and agrees that it shall execute the attached AIA Document B121-2018 Standard Form of Master Agreement between Owner and Architect for Services provided under Multiple Service Orders, as modified, without condition, alteration, modification or exception, if selected by the Town.

***INSURANCE REQUIREMENTS***

- The Contracted Firm shall, at its own expense and cost, obtain and keep in force during the entire term of the contract the following insurance coverage covering the Contracted Firm and all of its agents, employees and sub-consultants and other providers of services and shall name the Town of Glastonbury, its employees and agents as an additional insured (“Additional Insured”) on a primary and non-contributory basis to the Contracted Firms Commercial General Liability and Automobile Liability policies. Insurance shall be written with carriers approved in the State of Connecticut and with a minimum Best’s Rating of A-. In addition, all carriers are subject to approval by the Town of Glastonbury. If the project is to take place on school grounds, the Glastonbury Board of Education and its directors, officials, officers, committee members, agents, employees, consultants and representatives shall also be named as Additional Insureds as provided above on a primary and non-contributory basis. If the project is funded in whole or in part by the State of Connecticut (including any of its agencies or departments, or branches), the State of Connecticut and its directors, members of governing boards, committee members, officials, officers, employees, managers, beneficiaries, agents and representatives shall also be Additional Insureds as provided above on a primary and non-contributory basis. Evidence of the Additional Insureds’ additional insured status shall be by policy endorsement acceptable to the Town.

1. Worker's Compensation Insurance:

- Statutory Coverage
- Employer’s Liability
  - \$1,000,000 each accident/\$1,000,000 disease-policy limit/\$1,000,000 disease each employee
  - A Waiver of Subrogation shall be provided in favor of the Additional Insureds. The Additional Insureds and their respective insurers retain all rights of subrogation.

2. Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Property Damage
  - Each Occurrence \$1,000,000
- Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each Project)
- A Waiver of Subrogation shall be provided in favor of the Additional Insureds. The Additional Insureds and their respective insurers shall retain all rights of subrogation.

3. Automobile Insurance:

- Including all owned, hired, leased, borrowed, and non-owned vehicles

- Evidence of Combined Single Limit of Liability for Bodily Injury and Property Damage: Per Accident \$1,000,000
  - A Waiver of Subrogation shall be provided in favor of the Additional Insureds. The Additional Insureds and their respective insurers shall retain all rights of subrogation.
4. Errors and Omissions Liability or Professional Services Liability Policy
- Provide Errors and Omissions Liability or Professional Services Liability Policy for a minimum Limit of Liability \$1,000,000 per claim and \$1,000,000 in the aggregate. The awarded Contracted Firm will be responsible for providing written notice to the Town 30 days prior to cancellation of any insurance policy.
  - The Contracted Firm agrees to maintain continuous professional liability coverage for the entire duration of the contract and shall provide for an extended reporting period in which to report claims for seven (7) years following the conclusion of any particular project.
5. Follow-form Umbrella (Excess) Liability Insurance
- Follow-form umbrella (excess) liability insurance with a limit of \$2,000,000 each occurrence and \$2,000,000 in the aggregate in excess of the general liability, employer's liability and business automobile liability coverages required of the Contracted Firm under this schedule. Such insurance shall contain a provision that it will not be more restrictive than the primary insurance. Aggregate limits of liability shall apply separately with respect to each project. A Waiver of Subrogation shall be provided in favor of the Additional Insureds. The Additional Insureds and their respective insurers shall retain all rights of subrogation.
6. Deductibles and Self-Insured Retentions
- Any deductible or self-insured retention must be declared to and approved by the Town. All deductibles or self-insured retentions are the sole responsibility of the Contracted Firm to pay and/or to indemnify at no additional cost to the Additional Insureds.
- The Contracted Firm shall provide a Certificate of Insurance as "evidence" of General Liability, Auto Liability including all owned, hired, leased, borrowed and non-owned vehicles, statutory Worker's Compensation and Employer's Liability and Professional Services Liability coverage.
  - The Contracted Firm shall direct its Insurer to provide a Certificate of Insurance to the Town before any services are performed. The Contracted Firm will be responsible to provide written notice to the Owner 60 days prior to cancellation or non-renewal of any insurance policy. The Certificate and policy endorsements shall evidence all required coverages including the Additional Insured on the General Liability and Auto Liability policies and Waiver of Subrogation on the General Liability policy. The Contracted Firm shall provide the Town copies of any such insurance policies upon request.

INDEMNIFICATION

To the fullest extent permitted by law, the Contracted Firm shall defend, indemnify and hold harmless the Town, and its departments, boards and commissions and its respective officers, agents, servants, members and employees and volunteers (“Indemnified Parties”) from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contracted Firm's and the Contracted Firm's consultant's services under the Agreement, but only to the extent caused by the negligent acts or omissions of the Contracted Firm, the Contracted Firm's consultants and anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. The Contracted Firm shall also be required to pay any and all attorney's fees incurred by the Indemnified Parties in enforcing any of the Contracted Firm's obligations under this section, which obligations shall survive the termination or expiration of the Agreement. As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the Contracted Firm. If the Project is on school grounds, the Glastonbury Board of Education shall be an Indemnified Party. If the project is financed in whole, or in part, by the State of Connecticut, the State of Connecticut shall be an Indemnified Party.

In claims against any person or entity indemnified under this Section by an employee of the Contracted Firm or the Contracted Firm's consultants or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contracted Firm or the Contracted Firm's consultants under workers' compensation acts, disability benefit acts or other employee benefit acts.

The parties agree that the amounts of insurance under any Agreement do not, in any way, limit the Contracted Firm's liability to the Indemnified Parties by virtue of this promise to indemnify and hold the Indemnified Parties harmless so that in the event of any settlement of a claim or a judgment in an amount in excess of the amount of insurance coverage carried by the Contracted Firm, the Contracted Firm shall be liable to the Indemnified Parties for the difference, plus all fees and expenses incurred in collecting same, all at the Contracted Firm's sole cost. The insurance types and requirements listed in this solicitation and any Agreement are not intended to be a limitation of liability.

The Contracted Firm for itself and its successors will be required to covenant and, to the fullest extent permitted by law, indemnify, defend and hold harmless the Indemnified Parties from and against any and all action, causes of action, judgments, legal fees, claims, expenses and demands whatsoever, which may at any time be instituted, made, tendered or recovered against the Indemnified Parties to the extent caused by and alleged to be caused by the Contracted Firm's negligence in the performance of any Agreement.

The indemnification, defense and hold harmless provisions herein shall survive termination and/or full or partial performance of any Agreement.

ATTACHMENT A  
RFQ RESPONSE PAGE



BID / PROPOSAL NO: RPGL-2026-23 DATE DUE: May 7, 2026  
DATE ADVERTISED: April 16, 2026 TIME DUE: 11:00 AM  
NAME OF PROJECT: ON-CALL ARCHITECTURAL SERVICES

**THE RESPONDENT ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:**

Addendum #1 \_\_\_\_\_ (Initial/Date) Addendum #2 \_\_\_\_\_ (Initial/Date) Addendum #3 \_\_\_\_\_ (Initial/Date)

It is the responsibility of the respondent to check the Town's website for any Addenda before submitting a response.

**CODE OF ETHICS:**

I / We have reviewed a copy of the Town of Glastonbury's Code of Ethics and agree to submit a Consultant Acknowledgement Form if I / We are selected. Yes \_\_\_\_\_ No \_\_\_\_\_ \*

\*Respondent is advised that effective August 1, 2003, the Town of Glastonbury cannot consider any bid, proposal, or response where the respondent has not agreed to the above statement.

_____ Type or Print Name of Individual	_____ Doing Business as (Trade Name)
_____ Signature of Individual	_____ Street Address
_____ Title	_____ City, State, Zip Code
_____ Date	_____ Telephone Number / Fax Number
_____ E-Mail Address	_____ SS # or TIN#

**ATTACHMENT B  
NON-COLLUSION STATEMENT**

The company submitting this response certifies that it is being submitted without any collusion, communication or agreement as to any matter relating to it with any other respondent or competitor. We understand that this response must be signed by an authorized agent of our company to constitute a valid response.

Date: \_\_\_\_\_

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

Name and Title of Agent: \_\_\_\_\_

By (SIGNATURE): \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

# **AIA**® Document B121™ – 2018

## **Standard Form of Master Agreement Between Owner and Architect** for Services provided under multiple Service Orders

**AGREEMENT** made as of the day of in the year 2026  
*(In words, indicate day, month, and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address, and other information)*

Town of Glastonbury, CT  
2155 Main Street  
Glastonbury, CT 06033

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

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

This document does not contain a description of the Architect's scope of Services and related terms. This document is intended to be used in conjunction with AIA Document B221™–2018, Service Order for use with Master Agreement Between Owner and Architect

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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- 11 SPECIAL TERMS AND CONDITIONS
- 12 SCOPE OF THIS MASTER AGREEMENT

### ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for one year after the date first written above (“Date of this Master Agreement”).

§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Agreement and a Service Order, the terms of the Master Agreement shall take precedence for the services provided pursuant to the Service Order, unless such deviation is specifically agreed to by the Owner in writing. An agreed upon Service Order together with this Master Agreement form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Modification.

§ 1.3 This Master Agreement will be for a period of three (3) years from the day and month of the Date of this Master Agreement. This Master Agreement may be extended for an additional two (2) year period, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the expiration date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Orders under this Master Agreement are completed or terminated.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner’s behalf with respect to this Master Agreement:

§ 1.4.1 In each Service Order, the Owner will identify a representative authorized to act on the Owner’s behalf with respect to the Service Order.

§ 1.5 The Architect identifies the following representative authorized to act on the Architect’s behalf with respect to this

Master Agreement:

§ 1.5.1 In each Service Order, the Architect will identify a representative authorized to act on behalf of the Architect with respect to the Service Order.

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

## ARTICLE 2 SERVICE ORDERS

§ 2.1 The Owner is not required to issue any Service Orders under this Master Agreement.

§ 2.2 The Owner may, but is not obligated to, issue cost proposals to the Architect for any Project. The Owner may issue cost proposals to any architect that is party to a master services agreement with the Owner and select an architect, if at all, based on the the Owner's determination of which architect is the most qualified for the Project that provides the best value to the Owner. The lowest cost proposal shall not be the deciding factor in the award of any Service Order.

§ 2.3 The Architect shall perform the services set forth in each agreed upon Service Order, consisting of AIA Document B221-2018, Service Order, or such other document as the Owner and Architect may mutually agree upon. Each Service Order shall state the name, location, and detailed description of the Project; describe the Architect's Services; state the Architect's compensation; and list the attachments and exhibits incorporated by reference.

## ARTICLE 3 ARCHITECT'S RESPONSIBILITIES

§ 3.1 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 services provided pursuant to a Service Agreement.

§ 3.2 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 Master Agreement or any Service Agreement.

§ 3.3 The Architect shall maintain the following insurance until termination of this Master Agreement.  
*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

- The Architect shall, at its own expense and cost, obtain and keep in force during the entire duration of the Master Agreement the following insurance coverage covering the Architect and all of its agents, employees and sub-consultants and other providers of services and shall name the Owner, its employees and agents as an Additional Insured on a primary and non-contributory basis to the Architect's Commercial General Liability and Automobile Liability policies. Insurance shall be written with insurance carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all carriers are subject to approval by the Owner. If the Project is to take place on school grounds, the Glastonbury Board of Education and its directors, trustees, officials, officers, committee members, agents, employees, consultants and representatives shall also be named as Additional Insureds as provided above on a primary and non-contributory basis. If the Project is funded in whole or in part by the State of Connecticut (including any of its agencies or departments, or branches), the State of Connecticut and its directors, members of governing boards, committee members, officials, officers, employees, managers, beneficiaries, agents and representatives shall also be Additional Insureds as provided above on a primary and non-contributory basis. The Additional Insureds' additional insured status shall be by policy endorsement acceptable to the Owner.

1. Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability

- \$1,000,000 each accident/\$1,000,000 disease-policy limit/\$1,000,000 disease each employee
- A Waiver of Subrogation shall be provided in favor of the Additional Insureds. The Additional Insureds and their respective insurers retain all rights of subrogation.

2. Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Property Damage  
Each Occurrence \$1,000,000  
Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each Project)
- A Waiver of Subrogation shall be provided in favor of the Additional Insureds. The Additional Insureds and their respective insurers retain all rights of subrogation.

3. Automobile Insurance:

- Including all owned, hired, borrowed, leased, and non-owned vehicles
- Evidence of Combined Single Limit of Liability for Bodily Injury and Property Damage: Per Accident \$1,000,000
- A Waiver of Subrogation shall be provided in favor of the Additional Insureds. The Additional Insureds and their respective insurers retain all rights of subrogation.

4. Errors and Omissions Liability or Professional Services Liability Policy

Provide Errors and Omissions Liability or Professional Services Liability Policy for a minimum Limit of Liability \$1,000,000 per claim and \$1,000,000 in the aggregate. The Architect will be responsible to provide written notice to the Owner 30 days prior to cancellation of any insurance policy. The Architect agrees to maintain continuous professional liability coverage for the entire duration of this Master Agreement, and shall provide for an extended reporting period in which to report claims for seven (7) years following the conclusion of any Project. Waiver of Subrogation shall be provided in favor of the Additional Insureds. The Additional Insureds and their respective insurers retain all rights of subrogation.

5. Follow-form **umbrella (excess) liability** insurance with a limit of \$2,000,000 each occurrence and \$2,000,000 in the aggregate in excess of the general liability, employer's liability and business automobile liability coverages required of the Architect under this Master Agreement. Such insurance shall contain a provision that it will not be more restrictive than the primary insurance. Aggregate limits of liability shall apply separately with respect to each Project. Waiver of Subrogation shall be provided in favor of the Additional Insureds. The Additional Insureds and their respective insurers retain all rights of subrogation.

6. The Architect shall provide a certificate of insurance as "evidence" of General Liability, Auto Liability including all owned, hired, leased borrowed and non-owned vehicles, statutory Worker's Compensation and Employer's Liability and Professional Services Liability coverage. The Architect shall direct its insurers to provide a certificate of insurance and policy endorsements to the Owner before any Services are performed. The awarded Architect will be responsible to provide written notice to the Owner 60 days prior to cancellation or non-renewal of any insurance policy. The certificate of insurance and policy endorsements shall evidence all required coverages including the Additional Insured and waiver of subrogation requirements as set forth herein. The Architect shall provide the Owner copies of any such insurance policies upon request.

7. Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the Owner. All deductibles or self-insured retentions are the sole responsibility of the Architect to pay and/or to indemnify at no additional cost to the Additional Insureds.

**§ 3.4** 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 the accuracy and completeness of the services and information furnished by the Owner and the Owner's consultants, unless the Architect knows that such information is

inaccurate or incomplete. 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.

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

§ 3.6 This Agreement does not limit the liability of the Architect for errors and omissions related to the performance of the services set forth herein.

§ 3.7. The Architect shall not use, publish, distribute, sell, or divulge any information obtained from the Owner through this Agreement for the Architect's own purposes or for the benefit of any person, firm, corporation or other entity without the prior, written consent of the Owner. Any reports or other work product prepared by the Architect while performing services under this Agreement shall be owned solely and exclusively by the Owner and cannot be used by the Architect for any purpose beyond the scope of this Agreement without the prior written consent of the Owner. Any information designated by the Owner in accordance with applicable law as confidential shall not be disclosed to any third parties without the prior written consent of the Owner.

#### **ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 The Architect may provide Additional Services after execution of a Service Order without invalidating the Service Agreement. Except for services required due to the fault, negligence, act or omission of the Architect, any Additional Services provided in accordance with this Article 4 shall entitle the Architect to compensation pursuant to Section 9.3.

§ 4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

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

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

§ 5.1 The Owner shall provide information in a reasonably timely manner regarding requirements for and limitations of each Service Order.

§ 5.2 The Owner shall render decisions and approve the Architect's submittals in a reasonably timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.3 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 consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants as designated in an individual Service Order, 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 Service Order. The Owner

shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.4 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Agreement.

§ 5.5 The Owner shall provide written notice to the Architect if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.6 Intentionally Omitted.

## **ARTICLE 6 COPYRIGHTS AND LICENSES**

§ 6.1 Drawings, specifications, estimates, reports, schedules and other documents or work product, including those in electronic form, prepared by the Architect, or the Architect's consultants are Instruments of Service for use solely with respect to this Project or any renovations thereto and shall be the sole property of the Owner regardless of whether the Owner terminates this Agreement.

§ 6.2 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.

§ 6.3 The Architect shall deliver to the Owner the Instruments of Service in the following formats – CAD, PDF and one set of hard paper copy. CAD documents shall only be delivered upon completion of the Project or in the event of termination.

§ 6.5 Except as otherwise stated in Section 6.3, the provisions of this Article 6 shall survive the termination of this Master Agreement.

## **ARTICLE 7 CLAIMS AND DISPUTES**

### **§ 7.1 General**

§ 7.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to any Service Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Agreement and within the period specified by applicable law, but in any case not more than 10 years after the completion of the services provided pursuant to a specific Service Agreement, whichever is sooner. Completion of the services pursuant to a specific Service Agreement shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Agreement or, where there is no construction work related to a Service Agreement, the date the Architect completes its services under the Service Agreement. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

§ 7.1.2 To the extent damages are covered by insurance, the Architect waives all rights against the Additional Insureds and their respective insurers. The Additional Insureds and their respective insurers retain all rights of subrogation. The Architect shall require the same waiver from its consultants, agents, and employees.

§ 7.1.3 The Architect waives consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Agreement. This waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Agreement.

### **§ 7.2 Mediation**

§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to a Service 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.

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

**§ 7.2.3** 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.

**§ 7.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be the following:  
(Check the appropriate box.)

- Arbitration pursuant to Section 7.3 of this Master 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.

Litigation in a court of competent jurisdiction

Other: (Specify)

**§ 7.3 Arbitration**

Not Used.

**§ 7.4** The provisions of this Article 7 shall survive the termination of a Service Agreement.

**ARTICLE 8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS**

**§ 8.1** If the Owner fails to make payments to the Architect in accordance with a Service Agreement when due, such failure shall be considered substantial nonperformance and cause for termination of the Service Agreement or, at the Architect’s option, cause for suspension of performance of services under the Service Agreement for which the Owner failed to make payment. If the Architect elects to suspend services, the Architect shall give seven days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted. A good faith dispute over payment by the Owner shall not be cause for the Architect to suspend or terminate any Service Agreement.

**§ 8.2** If the services under a Service Agreement have been suspended by the Owner, the Architect shall be compensated for services properly performed and accepted by the Owner prior to notice of such suspension. When the services under the Service Agreement are resumed, the Architect shall be compensated for demonstrable and actual expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s time schedules for the remaining services shall be equitably adjusted.

**§ 8.3** Intentionally Omitted.

§ 8.4 Either party may terminate a Service Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault of the party initiating the termination. Termination of a Service Agreement under this Section 8.4 shall not be deemed a termination of other Service Agreements under this Master Agreement. A good faith dispute over payment by the Owner shall not be cause for the Architect to terminate any Service Agreement.

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

§ 8.6 In the event of termination of a Service Agreement not the fault of the Architect, the Architect shall be compensated for services properly performed and accepted by the Owner prior to termination, Reimbursable Expenses incurred, and all demonstrable and actual costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 8.7 In addition to any amounts paid under Section 8.6, if the Owner terminates a Service Agreement for its convenience pursuant to Section 8.5, or the Architect terminates a Service Agreement pursuant to Section 8.3, the Owner shall pay to the Architect the following fees:  
*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

No fee shall be paid

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

No fee shall be paid

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

§ 8.9 The Owner's rights to use the Architect's Instruments of Service in the event of termination of a Service Agreement are set forth in Article 6 and Section 9.5 of this Master Agreement.

## ARTICLE 9 COMPENSATION

§ 9.1 The Owner shall compensate the Architect for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

§ 9.2 Except as otherwise set forth in a Service Order, 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 (\$0.00)**

§ 9.3 Except as otherwise set forth in a Service Order, the Owner shall compensate the Architect for Additional Services designated in Article 4 as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

A mutually agreeable lump sum fee or on a time and material basis based upon personnel rates set forth in a Service Order

### § 9.4 Compensation for Reimbursable Expenses

§ 9.4.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include

expenses incurred by the Architect and the Architect's consultants directly related to a Service Agreement, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 ;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 ;
- .6 ;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 ;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 ; and
- .11 .

§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred.

§ 9.4.3 Reimbursable Expenses will be allocated to each Service Agreement.

### § 9.5 Payments to the Architect

#### § 9.5.1 Progress Payments

§ 9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services properly performed and accepted by the Owner. Payments are due and payable within forty five (45) days after presentation of the Architect's invoice. To the extent the Architect's invoice is not approved, in whole or in part, the Owner shall within seven (7) calendar days, provide the Architect with the reasons in writing. At which time, the Architect may correct the deficiency and resubmit the invoice for approval. In all events the Owner shall pay all amounts not in dispute in accordance with the terms of this Agreement. Approved amounts unpaid sixty ( 60 ) 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.)*

One percent over prime rate as published in the Wall Street Journal at the time %

#### § 9.5.1.2 Intentionally Omitted

§ 9.5.1.3 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 10 MISCELLANEOUS PROVISIONS

§ 10.1 Each Service Agreement shall be governed by the law of the place where the Project described in the Service Order is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 7.3.

§ 10.2 Notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

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

§ 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 the Service 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 the Service Agreement.

§ 10.5 Unless otherwise required in a Service 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.

§ 10.6 The Architect shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Projects 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 Projects. This Section 10.6 shall survive the termination of a Service Agreement unless the Owner terminates a Service Agreement for cause pursuant to Section 8.4.

§ 10.7 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.7.

§ 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 parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 10.9.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 10.10 For each Service Agreement, terms not defined in this Master Agreement or in the Service Order shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

## ARTICLE 11 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Master Agreement are as follows:  
*(Include other terms and conditions applicable to this Agreement.)*

§ 11.1 Non-Discrimination and Affirmative Action. The Architect, in performing under this Master Agreement and Any Service Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, marital status, sexual orientation, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by the Architect that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Architect further agrees that this article, (and any additional provisions required by law), will be incorporated by the Architect in all contracts entered into in connection with this Agreement.

§ 11.2 The following are incorporated by reference into this Agreement as though fully set forth and stated herein: The 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a)(d) ), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51(1)), definition of Physically Disabled (46a-51 (15) ), definition of Mentally Retarded (46a-51-13 ), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual Harassment

(46a-60 (a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act 1972, and the affirmative action provisions provided in the Connecticut General Statutes Section 4a-60a. The Architect must also fully comply with Conn. Public Act 15-5. MBEs/WBEs/SBEs are encouraged to apply. Connecticut has an established an on-going commitment to providing equal opportunity to Connecticut small (SBE) and minority owned business enterprises (MBE) to contract as a contractor for the Connecticut's purchased goods and services. You are advised that there is a twenty five percent (25 %) small business sub-consultant goal that applies to this assignment. Of that twenty five percent the contractor must reserve a portion equivalent to twenty-five per cent of the portion thereof to be set aside for awards to subcontractors who are minority business enterprises. Within the letter of interest narrative, you must include the designated certified Small Business Enterprise (SBE) sub-consultant(s) which you plan to use. (The SBE sub-consultants must be currently certified by the Department of Administrative Services). All firms are advised that the prime consultant must perform the major part of the work with employees of the firm. Sub consultants may be used to comply with (SBE) requirements or perform specialized work. Joint venturing assignments will not be allowed.

**§ 11.3 Executive Orders.** This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, concerning the listing of employment opening and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

**§ 11.4 Compliance with Immigration Laws.** The Architect, during the term of this Agreement will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Agreement will at all times be authorized for employment in the United States of America. The Architect confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Agreement and that it will require each subcontractor or consultant, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract. The successful proposer shall defend, indemnify, and hold harmless the Owner and the Ashford Board of Education, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney's fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the Architect or its subcontractors/consultants. The Architect shall also be required to pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the Architect's obligations under this provision, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Agreement.

**§ 11.5 Non-Resident Contractor 5% Tax For Contracts.** Conn. Gen. Stat. Sec. 12-430(7) requires non-resident contractors who perform services or furnish materials, or both, for the construction, alteration or improvement of any project in which the contract price is at least \$250,000, to furnish the Department of Revenue Services (DRS) a Guarantee Bond for 5% of the total cost of the work, issued under a contract using Form AU-766, Guarantee Bond. This form is available on the State DRS website. Form AU-766 must be submitted for each additional change order or supplement issued against the contract. Non-resident contractors must have completed and submitted to the DRS Form REG-1, Business Tax Registration Application, to register with the DRS and have been issued a Connecticut Tax Registration Number. This form is available on the DRS website. Non-resident contractors have 120 days from the commencement of the contract to file the Guarantee Bond with the State. Commencement of the contract, as defined by law, "means the time when the non-resident contractor signs the contract, but, in any event, occurs no later than when the work under the contract actually starts." As soon as the guarantee bond is filed with the DRS, the non-resident contractor shall submit the copy of such Guarantee Bond together with the non-resident contractor's Connecticut Tax Registration Number to the Town department for whom the project is required. After the non-resident contractor receives its Certificate of Compliance from the DRS confirming that the Guarantee Bond requirement has been met, the non-resident contractor shall submit a copy of the same to the department, for whom the work is being performed, with a copy to the Purchasing.

**§ 11.6 Equal Employment Opportunity (EEO).** Minority Business Enterprises (MBE). If a project is funded in whole or in part by state or federal funds, there may be a requirement that the Architect comply with Conn. Gen. Stat. Sec. 4a-60 and applicable State regulations. On these projects it will depend upon which set-aside requirements are imposed by the funding agency. If no set-aside requirement is imposed, a statement that the contractor is required to undertake good faith efforts to include subcontractors and suppliers who are minority business enterprises will suffice and shall be deemed to

be incorporated into the Contract with the Owner. If there is a set-aside goal, the Owner and Architect shall comply with the Small Contractors Set-Aside Program and the hiring goals identified by the State Commission on Human Rights and Opportunities (CHRO).

§ 11.7 To the fullest extent permitted by law, the Architect shall defend, indemnify and hold harmless the Owner, and its departments, boards and commissions and their respective officers, agents, servants, members and employees and volunteers (“Indemnified Parties”) from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Architect's and the Architect's consultant's services under this Master Agreement, but only to the extent caused by the negligent acts or omissions of the Architect, the Architect's consultants and anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.7. The Architect shall also be required to pay any and all attorney's fees incurred by the Indemnified Parties in enforcing any of the Architect's obligations under this section, which obligations shall survive the termination or expiration of this Master Agreement. As a municipal agency of the State of Connecticut, the Owner will NOT defend, indemnify, or hold harmless the Architect. If the Project is on school grounds, the Glastonbury Board of Education shall be an Indemnified Party. If the project is financed in whole, or in part, by the State of Connecticut, the State of Connecticut shall be an Indemnified Party.

§ 11.7.1 In claims against any person or entity indemnified under this Section 11.7 by an employee of the Architect or the Architect's consultants or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 11.7 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Architect or the Architect's consultants under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 11.7.2 The parties agree that the amounts of insurance under this Master Agreement do not, in any way, limit the Architect's liability to the Indemnified Parties by virtue of this promise to indemnify and hold the Indemnified Parties harmless so that in the event of any settlement of a claim or a judgment in an amount in excess of the amount of insurance coverage carried by the Architect, the Architect shall be liable to the Indemnified Parties for the difference, plus all fees and expenses incurred in collecting same, all at the Architect's sole cost. The insurance types and requirements listed in this Agreement are not intended to be a limitation of liability.

§ 11.7.3 The Architect for itself and its successors will be required to covenant and, to the fullest extent permitted by law, indemnify, defend and save harmless the Indemnified Parties from and against any and all action, causes of action, judgments, legal fees, claims, expenses and demands whatsoever, which may at any time be instituted, made, tendered or recovered against the Indemnified Parties to the extent caused by and alleged to be caused by the Architect's negligence in the performance of this Master Agreement.

§11.7.4 The indemnification, defense and hold harmless provisions herein shall survive termination and/or full or partial performance of this Master Agreement.

## ARTICLE 12 SCOPE OF THIS MASTER AGREEMENT

§ 12.1 This Master 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 Master Agreement may be amended only by written instrument signed by both the Owner and Architect.

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

- .1 AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:

- .3 Exhibits:  
(Clearly identify any other exhibits incorporated into this Master Agreement.)

- .4 Other documents:  
*(List other documents, if any, forming part of the Master Agreement.)*

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

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

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

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

\_\_\_\_\_  
*(Printed name, title, and license number if required)*



# Additions and Deletions Report for AIA® Document B121™ – 2018

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

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## Changes to original AIA text

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§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Agreement and a Service Order, the terms of the ~~Service Order~~Master Agreement shall take precedence for the services provided pursuant to the Service Order, unless such deviation is specifically agreed to by the Owner in writing. An agreed upon Service Order together with this Master Agreement form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Modification.

§ 1.3 This Master Agreement will ~~renew on an annual basis, or be for a period of three (3) years from~~ the day and month of the Date of this Master Agreement. This Master Agreement may be extended for an additional two (2) year period, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the ~~renewal~~expiration date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Orders under this Master Agreement are completed or terminated.

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§ 2.2 The ~~Architect~~Owner may ~~decline to accept any Service Order issued by the Owner, but is not obligated to~~ issue cost proposals to the Architect for any Project. The Owner may issue cost proposals to any architect that is party to a master services agreement with the Owner and select an architect, if at all, based on the the Owner's determination of which architect is the most qualified for the Project that provides the best value to the Owner. The lowest cost proposal shall not be the deciding factor in the award of any Service Order.

§ 3.2 ~~Except with the Owner's knowledge and consent, the~~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 Master Agreement or any Service Agreement.

§ 3.3 The Architect shall maintain the following insurance until termination of this Master Agreement. ~~If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 9.4.~~

~~.1 General Liability~~

—

~~.2 Automobile Liability~~

—

~~.3 Workers' Compensation~~

4 Professional Liability

- ~~§ 3.4~~ 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 the services and information furnished by the Owner and the Owner's consultants. The Architect shall, at its own expense and cost, obtain and keep in force during the entire duration of the Master Agreement the following insurance coverage covering the Architect and all of its agents, employees and sub-consultants and other providers of services and shall name the Owner, its employees and agents as an Additional Insured on a primary and non-contributory basis to the Architect's Commercial General Liability and Automobile Liability policies. Insurance shall be written with insurance carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all carriers are subject to approval by the Owner. If the Project is to take place on school grounds, the Glastonbury Board of Education and its directors, trustees, officials, officers, committee members, agents, employees, consultants and representatives shall also be named as Additional Insureds as provided above on a primary and non-contributory basis. If the Project is funded in whole or in part by the State of Connecticut (including any of its agencies or departments, or branches), the State of Connecticut and its directors, members of governing boards, committee members, officials, officers, employees, managers, beneficiaries, agents and representatives shall also be Additional Insureds as provided above on a primary and non-contributory basis. The Additional Insureds' additional insured status shall be by policy endorsement acceptable to the Owner.

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1. Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$1,000,000 each accident/\$1,000,000 disease-policy limit/\$1,000,000 disease each employee
- A Waiver of Subrogation shall be provided in favor of the Additional Insureds. The Additional Insureds and their respective insurers retain all rights of subrogation.

2. Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Property Damage  
Each Occurrence \$1,000,000  
Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each Project)
- A Waiver of Subrogation shall be provided in favor of the Additional Insureds. The Additional Insureds and their respective insurers retain all rights of subrogation.

3. Automobile Insurance:

- Including all owned, hired, borrowed, leased, and non-owned vehicles
- Evidence of Combined Single Limit of Liability for Bodily Injury and Property Damage: Per Accident \$1,000,000

- A Waiver of Subrogation shall be provided in favor of the Additional Insureds. The Additional Insureds and their respective insurers retain all rights of subrogation.

#### 4. Errors and Omissions Liability or Professional Services Liability Policy

Provide Errors and Omissions Liability or Professional Services Liability Policy for a minimum Limit of Liability \$1,000,000 per claim and \$1,000,000 in the aggregate. The Architect will be responsible to provide written notice to the Owner 30 days prior to cancellation of any insurance policy.

The Architect agrees to maintain continuous professional liability coverage for the entire duration of this Master Agreement, and shall provide for an extended reporting period in which to report claims for seven (7) years following the conclusion of any Project. Waiver of Subrogation shall be provided in favor of the Additional Insureds. The Additional Insureds and their respective insurers retain all rights of subrogation.

5. Follow-form **umbrella (excess) liability** insurance with a limit of \$2,000,000 each occurrence and \$2,000,000 in the aggregate in excess of the general liability, employer's liability and business automobile liability coverages required of the Architect under this Master Agreement. Such insurance shall contain a provision that it will not be more restrictive than the primary insurance. Aggregate limits of liability shall apply separately with respect to each Project. Waiver of Subrogation shall be provided in favor of the Additional Insureds. The Additional Insureds and their respective insurers retain all rights of subrogation.

6. The Architect shall provide a certificate of insurance as "evidence" of General Liability, Auto Liability including all owned, hired, leased borrowed and non-owned vehicles, statutory Worker's Compensation and Employer's Liability and Professional Services Liability coverage. The Architect shall direct its insurers to provide a certificate of insurance and policy endorsements to the Owner before any Services are performed. The awarded Architect will be responsible to provide written notice to the Owner 60 days prior to cancellation or non-renewal of any insurance policy. The certificate of insurance and policy endorsements shall evidence all required coverages including the Additional Insured and waiver of subrogation requirements as set forth herein. The Architect shall provide the Owner copies of any such insurance policies upon request.

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7. Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the Owner. All deductibles or self-insured retentions are the sole responsibility of the Architect to pay and/or to indemnify at no additional cost to the Additional Insureds.

§ 3.4 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 the accuracy and completeness of the services and information furnished by the Owner and the Owner's consultants, unless the Architect knows that such information is inaccurate or incomplete. 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.

§ 3.6 This Agreement does not limit the liability of the Architect for errors and omissions related to the performance of the services set forth herein.

§ 3.7. The Architect shall not use, publish, distribute, sell, or divulge any information obtained from the Owner through this Agreement for the Architect's own purposes or for the benefit of any person, firm, corporation or other entity without the prior, written consent of the Owner. Any reports or other work product prepared by the Architect while performing services under this Agreement shall be owned solely and exclusively by the Owner and cannot be used by the Architect for any purpose beyond the scope of this Agreement without the prior written consent of the Owner. Any information designated by the Owner in accordance with applicable law as confidential shall not be disclosed to any third parties without the prior written consent of the Owner.

§ 4.1 The Architect may provide Additional Services after execution of a Service Order without invalidating the Service Agreement. Except for services required due to the fault, **negligence, act or omission** of the Architect, any

Additional Services provided in accordance with this Article 4 shall entitle the Architect to compensation pursuant to Section 9.3.

- .4 Services necessitated by decisions of the Owner not rendered in a reasonably timely manner or any other material failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .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, unless it is alleged that the Architect was at fault;
- .9 ~~Evaluation of the qualifications of entities providing bids or proposals; or~~

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§ 5.1 The Owner shall provide information in a reasonably timely manner regarding requirements for and limitations of each Service Order.

§ 5.2 The Owner shall render decisions and approve the Architect's submittals in a reasonably timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall provide ~~prompt~~ written notice to the Architect if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.6 ~~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~~ Intentionally Omitted.

§ 6.1 ~~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 in relation to a Service Agreement.~~

§ 6.2 ~~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 a Service Agreement is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants~~ Drawings, specifications, estimates, reports, schedules and other documents or work product, including those in electronic form, prepared by the Architect, or the Architect's consultants are Instruments of Service for use solely with respect to this Project or any renovations thereto and shall be the sole property of the Owner regardless of whether the Owner terminates this Agreement.

§ 6.32 ~~The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under the Service Agreement, including prompt payment of all sums when due pursuant to Articles 8 and 9. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Master Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 10.9, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates a Service Agreement for cause as provided in Section 8.4, the license granted in this Section 6.3, and related to the terminated Service Agreement,~~

~~shall terminate~~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.

~~§ 6.3.1 In the event~~ The Architect shall deliver to 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 6.3.1. The terms of this Section 6.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 8.4.

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~~§ 6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master 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 in the following formats – CAD, PDF and one set of hard paper copy. CAD documents shall only be delivered upon completion of the Project or in the event of termination.~~

~~§ 7.1.2 To the extent damages are covered by property insurance, the Owner and Architect waivewaives all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201™ 2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated hereinthe Additional Insureds and their respective insurers. The Additional Insureds and their respective insurers retain all rightsd of subrogation. . TheArchitect shall require the same waiver from its consultants, agents, and employees.~~

~~§ 7.1.3 The Architect and Owner waivewaives consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Agreement. This mutual-waiver is applicable, without limitation, to all consequential damages due to either party’s termination of a Service Agreement, except as specifically provided in Section 8.6.~~

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Litigation in a court of competent jurisdiction

Other: (Specify)

~~§ 7.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Master Agreement, any claim, dispute or other matter in question arising out of or related to a Service 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 Master Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 7.3.1.1 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.~~

~~§ 7.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Master Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 7.3.3 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.~~

~~§ 7.3.4 Consolidation or Joinder~~

~~§ 7.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Master 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).~~

~~§ 7.3.4.2 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.~~

~~§ 7.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 7.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Master Agreement.~~

§ 8.1 If the Owner fails to make payments to the Architect in accordance with a Service Agreement wnen due, such failure shall be considered substantial nonperformance and cause for termination of the Service Agreement or, at the Architect's option, cause for suspension of performance of services under the Service Agreement for which the Owner failed to make payment. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. A good faith dispute over payment by the Owner shall not be cause for the Architect to suspend or terminate any Service Agreement.

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§ 8.2 If the services under a Service Agreement have been suspended by the Owner, the Architect shall be compensated for services properly performed and accepted by the Owner prior to notice of such suspension. When the services under the Service Agreement are resumed, the Architect shall be compensated for demonstrable and actual expenses incurred in the interruption and resumption of the Architect's services. The Architect's feestime schedules for the remaining services ~~and the time schedules~~ shall be equitably adjusted.

~~§ 8.3 If the Owner suspends the services under a Service Agreement for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate the Service Agreement by giving not less than seven days' written notice.~~ Intentionally Omitted.

§ 8.4 Either party may terminate a Service Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault of the party initiating the termination. Termination of a Service Agreement under this Section 8.4 shall not be deemed a termination of other Service Agreements under this Master Agreement. A good faith dispute over payment by the Owner shall not be cause for the Architect to terminate any Service Agreement.

§ 8.6 In the event of termination of a Service Agreement not the fault of the Architect, the Architect shall be compensated for services properly performed and accepted by the Owner prior to termination, Reimbursable Expenses incurred, and all demonstrable and actual costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

No fee shall be paid

No fee shall be paid

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~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web~~

sites, and extranets;

- .5 ~~Postage, handling, and delivery;~~
- .6 ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- .8 ~~If required by the Owner, and with the Owner's prior written approval, the Architect's consultant's expense of professional liability insurance dedicated exclusively to the Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect or the Architect's consultants, and disclosed by the Architect in writing prior to execution of this Master Agreement or a related Service Agreement;~~
- .10 ~~Site office expenses; and~~
- .11 ~~Other similar Project related expenditures.~~

**§ 9.5.1.1** Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services properly performed and accepted by the Owner. Payments are due and payable ~~upon~~ within forty five (45) days after presentation of the Architect's invoice. ~~Amounts unpaid (To the extent the Architect's invoice is not approved, in whole or in part, the Owner shall within seven (7) calendar days, provide the Architect with the reasons in writing. At which time, the Architect may correct the deficiency and resubmit the invoice for approval. In all events the Owner shall pay all amounts not in dispute in accordance with the terms of this Agreement. Approved amounts unpaid sixty ( 60 ) 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.~~

**§ 9.5.1.2** ~~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 been found liable for the amounts in a binding dispute resolution proceeding. In any event, the Owner shall not withhold payments to the Architect pertaining to a Service Agreement to offset amounts in dispute under a separate Service Agreement.~~ Intentionally Omitted

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**§ 11.1** Non-Discrimination and Affirmative Action. The Architect, in performing under this Master Agreement and Any Service Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, marital status, sexual orientation, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by the Architect that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Architect further agrees that this article, (and any additional provisions required by law), will be incorporated by the Architect in all contracts entered into in connection with this Agreement.

**§ 11.2** The following are incorporated by reference into this Agreement as though fully set forth and stated herein: The 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a)(d) ), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51(1)), definition of Physically Disabled (46a-51 (15) ), definition of Mentally Retarded (46a-51-13 ), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual Harassment (46a-60 (a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act 1972, and the affirmative action provisions provided in the Connecticut General Statutes Section 4a-60a. The Architect must also fully comply with Conn. Public Act 15-5. MBEs/WBEs/SBEs are encouraged to apply. Connecticut has an established an on-going

commitment to providing equal opportunity to Connecticut small (SBE) and minority owned business enterprises (MBE) to contract as a contractor for the Connecticut's purchased goods and services. You are advised that there is a twenty five percent (25 %) small business sub-consultant goal that applies to this assignment. Of that twenty five percent the contractor must reserve a portion equivalent to twenty-five per cent of the portion thereof to be set aside for awards to subcontractors who are minority business enterprises. Within the letter of interest narrative, you must include the designated certified Small Business Enterprise (SBE) sub-consultant(s) which you plan to use. (The SBE sub-consultants must be currently certified by the Department of Administrative Services). All firms are advised that the prime consultant must perform the major part of the work with employees of the firm. Sub consultants may be used to comply with (SBE) requirements or perform specialized work. Joint venturing assignments will not be allowed.

§ 11.3 Executive Orders. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, concerning the listing of employment opening and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

§ 11.4 Compliance with Immigration Laws. The Architect, during the term of this Agreement will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Agreement will at all times be authorized for employment in the United States of America. The Architect confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Agreement and that it will require each subcontractor or consultant, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract. The successful proposer shall defend, indemnify, and hold harmless the Owner and the Ashford Board of Education, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney's fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the Architect or its subcontractors/consultants. The Architect shall also be required to pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the Architect's obligations under this provision, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Agreement.

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§ 11.5 Non-Resident Contractor 5% Tax For Contracts. Conn. Gen. Stat. Sec. 12-430(7) requires non-resident contractors who perform services or furnish materials, or both, for the construction, alteration or improvement of any project in which the contract price is at least \$250,000, to furnish the Department of Revenue Services (DRS) a Guarantee Bond for 5% of the total cost of the work, issued under a contract using Form AU-766, Guarantee Bond. This form is available on the State DRS website. Form AU-766 must be submitted for each additional change order or supplement issued against the contract. Non-resident contractors must have completed and submitted to the DRS Form REG-1, Business Tax Registration Application, to register with the DRS and have been issued a Connecticut Tax Registration Number. This form is available on the DRS website. Non-resident contractors have 120 days from the commencement of the contract to file the Guarantee Bond with the State. Commencement of the contract, as defined by law, "means the time when the non-resident contractor signs the contract, but, in any event, occurs no later than when the work under the contract actually starts." As soon as the guarantee bond is filed with the DRS, the non-resident contractor shall submit the copy of such Guarantee Bond together with the non-resident contractor's Connecticut Tax Registration Number to the Town department for whom the project is required. After the non-resident contractor receives its Certificate of Compliance from the DRS confirming that the Guarantee Bond requirement has been met, the non-resident contractor shall submit a copy of the same to the department, for whom the work is being performed, with a copy to the Purchasing.

§ 11.6 Equal Employment Opportunity (EEO). Minority Business Enterprises (MBE). If a project is funded in whole or in part by state or federal funds, there may be a requirement that the Architect comply with Conn. Gen.

Stat. Sec. 4a-60 and applicable State regulations. On these projects it will depend upon which set-aside requirements are imposed by the funding agency. If no set-aside requirement is imposed, a statement that the contractor is required to undertake good faith efforts to include subcontractors and suppliers who are minority business enterprises will suffice and shall be deemed to be incorporated into the Contract with the Owner. If there is a set-aside goal, the Owner and Architect shall comply with the Small Contractors Set-Aside Program and the hiring goals identified by the State Commission on Human Rights and Opportunities (CHRO).

§ 11.7 To the fullest extent permitted by law, the Architect shall defend, indemnify and hold harmless the Owner, and its departments, boards and commissions and their respective officers, agents, servants, members and employees and volunteers (“Indemnified Parties”) from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Architect’s and the Architect’s consultant’s services under this Master Agreement, but only to the extent caused by the negligent acts or omissions of the Architect, the Architect’s consultants and anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.7. The Architect shall also be required to pay any and all attorney’s fees incurred by the Indemnified Parties in enforcing any of the Architect’s obligations under this section, which obligations shall survive the termination or expiration of this Master Agreement. As a municipal agency of the State of Connecticut, the Owner will NOT defend, indemnify, or hold harmless the Architect. If the Project is on school grounds, the Glastonbury Board of Education shall be an Indemnified Party. If the project is financed in whole, or in part, by the State of Connecticut, the State of Connecticut shall be an Indemnified Party.

§ 11.7.1 In claims against any person or entity indemnified under this Section 11.7 by an employee of the Architect or the Architect’s consultants or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 11.7 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Architect or the Architect’s consultants under workers’ compensation acts, disability benefit acts or other employee benefit acts.

§ 11.7.2 The parties agree that the amounts of insurance under this Master Agreement do not, in any way, limit the Architect’s liability to the Indemnified Parties by virtue of this promise to indemnify and hold the Indemnified Parties harmless so that in the event of any settlement of a claim or a judgment in an amount in excess of the amount of insurance coverage carried by the Architect, the Architect shall be liable to the Indemnified Parties for the difference, plus all fees and expenses incurred in collecting same, all at the Architect’s sole cost. The insurance types and requirements listed in this Agreement are not intended to be a limitation of liability.

§ 11.7.3 The Architect for itself and its successors will be required to covenant and, to the fullest extent permitted by law, indemnify, defend and save harmless the Indemnified Parties from and against any and all action, causes of action, judgments, legal fees, claims, expenses and demands whatsoever, which may at any time be instituted, made, tendered or recovered against the Indemnified Parties to the extent caused by and alleged to be caused by the Architect’s negligence in the performance of this Master Agreement.

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§11.7.4 The indemnification, defense and hold harmless provisions herein shall survive termination and/or full or partial performance of this Master Agreement.

#### **Variable Information**

**PAGE 1**

**AGREEMENT** made as of the            day of            in the year 2026

Town of Glastonbury, CT

2155 Main Street

Glastonbury, CT 06033

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] Litigation in a court of competent jurisdiction

Not Used.

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A mutually agreeable lump sum fee or on a time and material basis based upon personnel rates set forth in a Service Order

**§ 9.4.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred.

**§ 9.5.1.1** Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services properly performed and accepted by the Owner. Payments are due and payable ~~upon~~ within forty five (45) days after presentation of the Architect's invoice. Amounts unpaid (To the extent the Architect's invoice is not approved, in whole or in part, the Owner shall within seven (7) calendar days, provide the Architect with the reasons in writing. At which time, the Architect may correct the deficiency and resubmit the invoice for approval. In all events the Owner shall pay all amounts not in dispute in accordance with the terms of this Agreement. Approved amounts unpaid sixty ( 60 ) 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.

One percent over prime rate as published in the Wall Street Journal at the time %