



# AIA<sup>®</sup> Document B202™ – 2020

## Standard Form of Architect's Services: Programming

### for the following PROJECT:

*(Name and location or address)*

Voluntown Community Water Systems Study

### THE OWNER:

*(Name, legal status, and address)*

Town of Voluntown, Connecticut  
115 Main Street, PO Box 96  
Voluntown, CT 06384

### THE ARCHITECT:

*(Name, legal status, and address)*

### THE AGREEMENT

This Standard Form of Architect's Services is ~~part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the \_\_\_ day of \_\_\_ in the year \_\_\_~~ the Agreement between Owner and Architect for the services described herein and dated                     , 2024.

*(In words, indicate day, month, and year.)*

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 The Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The scope of Programming Services provided by the Architect is described in Article 2 and as follows:

*(Describe the scope of Programming Services for the Project, as well as any future development, growth, and expansion projections.)*

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

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document B102™-2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, to provide the Architect's sole scope of services, or with B102 in conjunction with other standard form services documents. It may also be used with AIA Document G802™-2017, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

The purpose of this request for statements of qualification is to undertake an analysis of the current and projected water system demand in the two focus areas, identify high-potential source water locations, conduct extensive public outreach to gather input and explain the logistical and organizational implications to the affected communities, to develop a technical understanding of the system design, costs, organizational support, and maintenance requirements, and to prepare the project for implementation via grant funding. Specific outcomes include:

Gain a better understanding of current and project water demand in focus areas;  
Identification of projected geographic extent of community water systems;  
Identification of potential source water locations including preliminary environmental and yield analysis;  
Development of substantial level of public awareness and support for public water systems among the target communities;  
Develop understanding of the legal and administrative structures necessary in establishing new public water systems; including coordination with the Connecticut Water Company (Voluntown's designated Exclusive Service Provider);  
Identifying infrastructure improvements, including number of connections, location and extent of wells, storage, treatment, pump systems, and distribution network;  
Sufficient engineering design detail and cost estimates that can be used for future grant applications; and  
Operations & Maintenance Guidance

**Scope of Services:** The selected firm will be responsible for the following:

Development of final budget for Water System Study phase;  
Quantification of current and projected water demand in focus areas;  
Delineation of geographic extent of proposed community water systems;  
Identification of potential source water locations including preliminary environmental and yield analysis;  
Development and delivery of public outreach and education strategy to increase public understanding and support of public water system installation;  
Narrative description of the legal and administrative structures necessary to establish new public water systems; including coordination with the Connecticut Water Company (Voluntown's designated Exclusive Service Provider);  
Preliminary design and description of infrastructure improvements, including number of connections, location and extent of wells, storage, treatment, pump systems, and distribution network;  
Sufficient engineering design detail and cost estimates that can be used for future grant applications; and  
Operations & Maintenance Guidance

**Deliverables:**

Preliminary mapping of public water system areas  
Public outreach materials and events  
Recommended location of public water supply wells with environmental analysis  
Narrative system description  
Narrative of administrative and legal processes for establishing and managing public water system  
Preliminary construction drawings for water system installation  
Preliminary Operations & Maintenance Plan  
Estimate of system installation costs

**§ 1.1.2** The Owner's anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

Not applicable.

**§ 1.1.3** The Architect shall retain the following consultants:  
*(List name, discipline, address, and other information.)*

All consultants required to perform the services set forth in this Agreement shall be retained by the Architect. The Architect identifies the following consultants:

§ 1.1.4 The Owner's contractors and consultants that affect the Architect's Programming Services:  
(List name, discipline, address, and other information.)

None.

§ 1.1.5 The Owner's budget for the Project:  
(List the Owner's budget for the Project.)

To be determined.

§ 1.1.6 The Owner's schedule for the Project:  
(State the Owner's schedule for the Project.)

To be determined

§ 1.1.7 Other Initial Information on which the Architect's Programming Services are based:  
(List below other information that will affect the Architect's performance of its Programming Services, such as authorized representatives and Owner confidentiality requirements.)

See, Owner's Request for Qualifications dated January 22, 2024, attached hereto as Exhibit A.

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

§ 1.3 The term "Architect" as used in this Agreement is for convenience only. The term "Architect" shall mean a professional architectural firm or a professional engineering firm duly licensed to practice architecture or engineering in the State of Connecticut.

## ARTICLE 2 PROGRAMMING SERVICES

### § 2.1 Administration of Programming Services

§ 2.1.1 Programming Services consist of those services described in Article 1.1.1 and in this Article 2 and include identifying, discussing, and prioritizing values, goals, and objectives to establish performance and design criteria for the Project. Services not set forth in Article 1.1.1 and in this Article 2 are Supplemental or Additional Services.

§ 2.1.2 Based on the scale of the Project, the type of facilities, and the level of specialized functions that will be required, the Architect and Owner shall identify programming participants to be involved with the programming process, including participants from the Architect, the Architect's consultants, the Owner, the Owner's consultants, and users of the Project, as well as other stakeholders.

§ 2.1.3 The Architect shall manage and administer the Programming Services. The Architect shall consult with the Owner, facilitate and attend Project meetings, and communicate with the programming participants.

§ 2.1.4 The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's ~~consultants~~ consultants, if any. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's ~~consultants~~ consultants, if any. 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.

§ 2.1.5 The Architect shall prepare, and periodically update, a schedule for Programming Services that identifies milestone dates for decisions required of the Owner, Programming Services furnished by the Architect, and completion of documentation to be provided by the Architect. The Architect shall coordinate the programming schedule with the Owner's Project schedule.

§ 2.1.6 The Architect shall submit program documents to the Owner for evaluation and approval at intervals appropriate to the process. The Architect shall be entitled to rely on approvals received from the Owner to complete the Programming Services.

Init.

## § 2.2 Identification of Project Values, Goals, and Objectives

§ 2.2.1 Subject to the limits set forth in Section 3.2.3, the Architect shall facilitate a visioning session with the programming participants to identify, discuss, and prioritize values and goals for the Project, such as institutional purposes and growth, culture, technology, aesthetics, symbols, economics, environment, social, safety, sustainability, aspirations, and other relevant criteria.

§ 2.2.2 Following the visioning session, the Architect shall prepare and provide to the Owner a written evaluation of the prioritized values and goals for the Owner's review, confirmation, and approval.

§ 2.2.3 Following approval of the prioritized values and goals, the Architect, in conjunction with the Owner, shall identify and confirm the Owner's objectives for the Project.

## § 2.3 Information Gathering

§ 2.3.1 The Architect shall compile and review Project-related information, including the following:

- .1 Available data on existing facilities, land surveys, record documents, and other Owner documents, including existing program material and design and facility standards;
- .2 Relevant documents from authorities having jurisdiction over the Project, such as applicable codes, regulations, and ordinances;
- .3 Applicable non-governmental building and planning standards; and
- .4 Relevant historical documents and archival materials.

§ 2.3.2 The Architect shall identify the constraints and opportunities that may impact the Project, such as location, access, visibility, and site and building services.

§ 2.3.3 ~~Subject to the limits set forth in Section 3.2.3, the~~ The Architect shall conduct interviews. In preparation for the interviews, the Architect shall:

- .1 assist the Owner in identifying individuals to be interviewed;
- .2 establish a work plan and schedule for the interviews;
- .3 determine the types of data that could impact the design of the Project; and
- .4 determine how interviews will relate to other information-gathering techniques, such as observations and surveys.

§ 2.3.4 ~~If applicable, the~~ The Architect shall conduct a walkthrough of the Owner's existing facilities with the appropriate personnel, such as the Owner, property manager, or facility manager, and

- .1 prepare, if appropriate, a space inventory;
- .2 identify traffic and circulation patterns, use levels, and general adequacy of spaces to accommodate the users; and
- .3 prepare a written description, a graphic illustration, or both, that includes relevant criteria, such as space utilization data; area allowances; adjacencies; communication, technology, and security systems; and operating procedures.

§ 2.3.5 ~~The Architect shall identify, in consultation with the Owner, similar facilities and operations for the programming participants to visit and observe for evaluation and comparison to the Project. Subject to the limits set forth in Section 3.2.3, the Architect shall visit the identified facilities and operations.~~

§ 2.3.6 The Architect shall facilitate meetings, as applicable, with programming participants to (1) review data obtained from information gathering activities; (2) consider and discuss design and planning issues, such as future growth and expansion projections; and (3) endeavor to achieve consensus as to how the values, goals, objectives, and information should influence the design of the Project.

## § 2.4 Data Analysis

§ 2.4.1 Based on the identified values, goals, objectives, and information gathered, the Architect shall develop performance and design criteria for the ~~Project~~ Project as set forth in Exhibit A.

§ 2.4.2 ~~The Architect shall make a preliminary determination of space requirements, space relationships, and circulation, and consider special requirements, such as aesthetics; ergonomics; flexibility; furniture, furnishings, and~~

equipment (FF&E); lighting; sustainability; acoustics; surrounding environment; safety; security; and site information, as appropriate. ~~Not Used.~~

§ 2.4.3 The Architect shall identify unresolved programming and planning issues, discuss them with the Owner, and recommend solutions for the Owner's approval prior to preparing the Architect's initial program document.

### § 2.5 Initial Program Document and Presentation

§ 2.5.1 ~~The~~ To the extent not identified in Article 1.1.1, the Architect shall compile the results of its findings and analyses concerning (1) the values, goals, and objectives for the Project; (2) information gathering; and (3) data analysis in an initial program document for the Owner.

§ 2.5.2 ~~Subject to the limits set forth in Section 3.2.3, the~~ The Architect shall present its initial program document to the programming participants, in a format approved by the Owner, and request the Owner's approval. ~~Subject to the limits set forth in Section 3.2.3, the Architect shall make~~ The Architect shall make a reasonable number of special presentations to individuals or groups not included as programming participants-participants if necessary.

### § 2.6 Development of Final Program of Project Requirements

§ 2.6.1 Based on the Owner's approval of the initial program document, including the Owner's authorization of any adjustments, the Architect shall prepare the final program document for the Owner's approval.

§ 2.6.2 The Architect shall incorporate the Owner's design and facility standards and recommend Project ~~standards, such as area allowances; space allocation; adjacencies; communication, technology, and security requirements; FF&E requirements; lighting; acoustics; and aesthetics standards..~~

§ 2.6.3 ~~The Architect shall determine specific space requirements for the Project by~~

- ~~.1 identifying required spaces;~~
- ~~.2 establishing sizes and relationships; Not Used.~~
- ~~.3 establishing efficiency factors; and~~
- ~~.4 documenting special requirements, such as structural, mechanical, electrical, lighting, acoustical, FF&E, technology, security, or site development.~~

§ 2.6.4 ~~The~~ In addition to the deliverables set forth in Article 1.1.1, and Exhibit A, the Architect shall prepare a final program document detailing all items identified in Sections 2.6.1 through 2.6.3, incorporating written and graphic materials that may include

- .1 an executive summary;
- .2 documentation of the methodology used to develop the program;
- .3 value and goal statements;
- .4 relevant facts upon which the program was based;
- .5 photo documentation of relevant existing site and building features;
- .6 ~~aspirational images;~~
- .7 conclusions derived from data analysis;
- .8 relationship diagrams;
- .9 flow diagrams;
- .10 matrices identifying space allocations and relationships;
- .11 space listings by function and size; and
- .12 ~~space diagrams, as needed, to convey program information.~~

§ 2.6.5 The Architect shall review the Owner's budget and Project schedule and provide a preliminary opinion of the program with respect to the Owner's budget and Project schedule. The Architect's opinion of the budget shall be based on current area, volume, or other similar conceptual data.

## ARTICLE 3 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 3.1 Supplemental Services

§ 3.1.1 ~~In addition to the Programming Services described above, Unless designated as "Included in Programming Services" as set forth below ,~~ the Architect shall provide the following Supplemental Services only if specifically designated in the table below as the Architect's ~~responsibility, responsibility and not included in Programming Services,~~ and the Owner shall compensate the Architect as provided in Section 5.2. The Architect shall not receive

additional compensation for the services set forth below designated as "Included in programming Services." Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 3.1.2 below or attach the description of services as an exhibit to this Agreement.)*

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or Not Provided)</i>
§ 3.1.1.1 Site evaluation and project feasibility	<u>Included in Programming Services</u>
§ 3.1.1.2 Site planning	<u>Included in Programming Services</u>
§ 3.1.1.3 Master planning	<u>Included in Programming Services</u>
§ 3.1.1.4 Preliminary design	<u>Included in Programming Services</u>
§ 3.1.1.5 Cost estimating	<u>Included in Programming Services</u>
§ 3.1.1.6 Project scheduling	<u>Included in Programming Services</u>
§ 3.1.1.7 Market analysis	<u>Not Provided</u>
§ 3.1.1.8 Detailed existing facility evaluation	<u>Included in Programming Services</u>
§ 3.1.1.9 Questionnaires and surveys	<u>Included in Programming Services</u>
§ 3.1.1.10 Existing FF&E inventory	<u>Not Provided</u>
§ 3.1.1.11 FF&E programming services	<u>Not Provided</u>
§ 3.1.1.12 Other Supplemental Services	<u>Not Provided</u>

**§ 3.1.2 Description of Supplemental Services**

§ 3.1.2.1 A description of each Supplemental Service identified in Section 3.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the exhibit.)*

To be determined at a future date by Owner if necessary.

§ 3.1.2.2 A description of each Supplemental Service identified in Section 3.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the exhibit.)*

To be determined at a future date by Owner if necessary

**§ 3.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault or negligence of the Architect, any Additional Services provided in accordance with this Section 3.2 shall entitle the Architect to compensation pursuant to Section 5.3 and an appropriate adjustment in the Architect's schedule.

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

§ 3.2.2 Additional Services may be necessitated by circumstances such as (1) a change in the Initial Information; (2) changes in previous instructions or approvals given by the Owner; or (3) a material change in the Project including size, quality, complexity, or the Owner's schedule or budget.

Init.

§ 3.2.3 The Architect shall provide Programming Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ~~( )~~ sessions to determine values and goals
- .2 ~~( )~~ interviews for the purpose of gathering data
- .3 ~~( )~~ adjustments to the initial program document
- .4 ~~( )~~ presentations to programming participants
- .5 ~~( )~~ special presentations to individuals or groups not included as programming participants
- .6 ~~( )~~ facility visits pursuant to Section 2.3.5

#### ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless specifically described in Articles 2 or 3, the services in this Article shall be provided by the Owner or the Owner's consultants.

§ 4.2 The Owner shall provide the Architect data and information necessary to complete the Programming Services, such as budget, schedule, design and facility standards, environmental criteria, and other design criteria.

§ 4.3 The Owner shall identify a representative authorized to act on the Owner's behalf to participate in the information gathering process, to facilitate the programming process, and to provide, in a timely manner, decisions made by the Owner.

§ 4.4 ~~The~~ To the extent in the Owner's possession, the Owner shall provide the Architect master plans, record drawings, surveys, and other data that pertain to each site or existing facility under consideration for development or redevelopment within the scope of this Agreement.

§ 4.5 The Owner shall provide access to the property, buildings, and personnel necessary for the Architect to complete the Programming Services.

§ 4.6 The Owner shall make the Owner's personnel available to the Architect, in a timely manner, to provide information to facilitate decision-making in accordance with the programming schedule.

#### ARTICLE 5 COMPENSATION

§ 5.1 If not otherwise specifically addressed in the Agreement, the Owner shall compensate the Architect for the Programming Services described in Article 2 as follows:

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

§ 5.2 For the Architect's Supplemental Services designated in Section 3.1.1, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Mutually acceptable lump sum fee or time and material based upon hourly rates attached hereto as Exhibit A

§ 5.3 For Additional Services that may arise during the course of the Project, ~~including those under Section 3.2,~~ the Owner shall compensate the Architect as follows:

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

Mutually acceptable lump sum fee or time and material based upon hourly rates attached hereto as Exhibit A

§ 5.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 5.2 or 5.3, shall be the amount invoiced to the Architect plus ten percent ( 10 %), or as follows:

*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

## ARTICLE 6 ATTACHMENTS AND EXHIBITS

The following attachments and exhibits, if any, are incorporated herein by reference:  
(List other documents, if any, including any exhibits relied on in Section 3.1.)

Exhibit A 2021 Hourly Rates and Reimbursable Expenses. Hourly rates and reimbursable expenses shall not include any further mark-up

## ARTICLE 7 ADDITIONAL PROVISIONS

§ 7.1 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 Project.

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

§ 7.3 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.

§ 7.4 The Architect shall maintain the following insurance for the duration of this Agreement and such insurance shall survive termination of this Agreement.

§ 7.4.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000 ) for each occurrence and two million dollars (\$ 2,000,000 ) in the aggregate for bodily injury and property damage. Excess/Umbrella Liability coverage over all general and automotive liability coverages: \$3,000,000.

§ 7.4.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 7.4.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 7.4.1 and 7.4.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 7.5.1 Workers' Compensation at statutory limits.

§ 7.5.2 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000 ) each accident, one million dollars (\$ 1,000,000 ) each employee, and one million dollars (\$ 1,000,000 ) policy limit.

§ 7.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three million dollars (\$ 3,000,000 ) per claim and Three million dollars (\$ 3,000,000 ) in the aggregate.



§ 7.7 If coverage is written on a claims made basis, an extended reporting period equivalent to the applicable statute of limitations after the Architect completes all services under this Agreement.

§ 7.8 Additional Insured Obligations. To the fullest extent permitted by law, the Architect and the Architect's consultants shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured ("Additional Insureds") for claims caused in whole or in part by the Architect's or the Architect's consultants' negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Additional Insured's insurance policies and shall apply to both ongoing and completed operations. The Architect and the Architect's consultants shall provide or cause their insurers to provide at least 30 calendar days direct notice of cancellation to the Owner.

§ 7.8.1 The Architect and the Architect's consultants shall provide certificates of insurance and additional insured endorsements specifically naming the Additional Insureds to the Owner that evidence compliance with the requirements in this Section.

§ 7.8.2 All insurance provisions in this Agreement shall survive termination and/or partial or full performance of the Agreement.

§ 7.9 To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner, and its respective departments, boards and commissions and their respective officers, agents, servants, members and employees and volunteers 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 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 7.9.

§ 7.9.1 In claims against any person or entity indemnified under this Section 7.9 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 7.9 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.

§ 7.9.2 The indemnification provisions herein shall survive termination and/or full or partial performance of this Agreement.

§ 7.10 Drawings, specifications, estimates, reports, surveys, schedules and other documents or work product, including those in electronic form, prepared by the Architect, or the Architect's consultants are produced for use solely with respect to the Programming Services described in this Agreement shall be deemed a work for hire and shall be the sole property of the Owner. The Architect may, however, use the work product developed pursuant to this Agreement for its general marketing purposes.

#### § 7.11 Mediation

§ 7.11.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 7.11.2 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 Dispute Resolution Center, Danbury, CT ("ADRC") in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this 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.

§ 7.11.3 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.

§ 7.12 If the parties do not resolve a dispute through mediation pursuant to Section 7.11, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

**§ 7.13 TERMINATION OR SUSPENSION**

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

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

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

§ 7.13.4 If the Owner terminates this Agreement for its convenience pursuant to Section 7.13.3, the Owner shall compensate the Architect for services properly performed and accepted by the Owner prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect’s termination of consultant agreements, if any. In no event shall the Architect or the Architect’s consultants, if any, be entitled to anticipated overhead and/or profit on services not performed or other damages of any kind or nature.

**§ 7.14 Progress Payments**

§ 7.14.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services properly performed. Payments are due and payable within thirty (30) calendar days after the Owner receives the Architect’s invoice. To the extent not approved, the Owner shall within seven (7) calendar days, provide the Architect with the reasons therefore 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.

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

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

\_\_\_\_\_  
**OWNER (Signature)**  
Town of Voluntown, CT  
*(Printed name and title)*

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

# **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 10:26:51 ET on 01/18/2024 under Order No. 4104242227 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B202™ – 2020, Standard Form of Architect's Services: Programming, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*