

Request for Proposals: Architectural and Engineering Design Services

**Redevelopment of 21 Great Lake Drive, 8 Oakwood Avenue, 2 Beechwood Avenue and 9
Richard Avenue, Sudbury, MA**

Proposals are due on January 24, 2025 at 12:00PM

Sudbury Housing Authority
55 Hudson Road
Sudbury, MA 01776

December 25, 2024

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I. BACKGROUND – DESCRIPTION OF PROJECT

Description of the Project

The Sudbury Housing Authority (SHA) is seeking the services of a qualified architectural and engineering firm (“Design Team”), registered in Massachusetts and with relevant experience, to provide professional design and construction administration for the redevelopment of 21 Great Lake Drive, 8 Oakwood Avenue, 2 Beechwood Avenue and 9 Richard Avenue (“the Single-Family Homes”). Relevant experience should include the design of affordable and multi-family housing, as well as familiarity with the Executive Office of Housing and Livable Communities (EOHLC) design guidelines. Experience should also reflect designs that seamlessly integrate both single-family and multi-family housing within an existing residential setting. Successful experience with modular and/or panelized construction is advantageous.

The design should ensure the viability of the properties for at least 30 years, while incorporating sustainable and energy efficient options wherever possible and practical. The Scope of Work for this contract includes:

- The review of existing conditions, relevant zoning ordinances and building codes to complete a **Concept Design Phase**;
- The development of a scope during a **Schematic Design Phase** by refining the preferred solution to address code, energy, livability, maintenance, budget, and construction issues;
- The creation of **Design Development and Construction Documents**;
- Preparation of **Bidding Documents** for construction manager selection;
- Comprehensive **Construction Administration** services during the construction phase of the project; and
- **Close Out** and warranty phase.

SHA has received funding awards through the design phase of the project, and anticipates securing funding for the construction phase of the project during 2025.

The details of these improvements, including materials to be used, will be determined in the planning phases by SHA staff and the Design Team. A preliminary study of the sites performed by Hancock Survey Associates was used to determine the feasibility of constructing duplexes at each site. SHA hopes to employ modular and/or panelized construction for the project.

The total development cost is projected to be \$4.18M. It is anticipated that the project budget will change once the Concept Design of the project is determined.

Fee for Services

This is a qualifications-based RFP. Consultants should not specify their fee in their Proposal Submission. SHA will identify the most qualified respondent according to the criteria set forth in

the RFP, and then enter into negotiations with the respondent regarding the fee for services. Proposed fees shall be based on the estimated construction budget.

II. BACKGROUND – SITE DESCRIPTION

Site Description

The four Single-Family Homes are located in or near the Pine Lakes neighborhood of Sudbury. Pine Lakes is a suburban neighborhood, originally known for its quaint three-season lake cottages. Many homes are now larger year-round residences. 21 Great Lake Drive is a 1,166 sq. ft. three-bedroom split-level home on a 7,405 sq. ft. lot (0.17 acres). 8 Oakwood Avenue is a 1,240 sq. ft. one-story three-bedroom home on a 10,000 sq. ft. lot (0.22 acres). 2 Beechwood Avenue is a 1,600 sq. ft. two-story four-bedroom home on a 11,068 sq. ft. lot (0.25 acres). 9 Richard Avenue is a 750 sq. ft. one-story two-bedroom home on a 5,000 sq. ft. lot (0.11 acres). Appendix II provides existing conditions plans.

Prompted by the financial and physical challenges associated with the Single-Family Homes, and the need for smaller units in its inventory, SHA opted in 2021 to study its options for redevelopment of the sites. SHA hired an engineering firm, Hancock Survey Associates (Hancock), and an affordable housing consultant, the Cambridge Housing Authority (CHA).

Hancock and CHA have conducted a concept phase of design and predevelopment. Once all financing is secured, SHA proposes to demolish the Single-Family Homes and reconstruct duplexes. SHA wishes to explore designs that provide eight units across the four sites.

SHA envisions that the new homes will be constructed with slab-on-grade modular construction. The design should explore a range of unit mixes and layouts that reflect the current need for family housing within SHA’s waitlist and portfolio, in which over-housing is a consistent concern. SHA is interested in prioritizing designs that, while providing comfortable living spaces for residents, are compact and minimize the amount of additional built area on the lots.

Below are key findings from Hancock’s civil engineering efforts:

- The sandy soils at the four properties are suitable to support a septic system for a single- or two-family home. Appendix III provides soil reports;
- New construction of any single- or two-family homes on the properties require zoning relief related to setbacks;
- The properties are located in a Residential “A-1” zoning district;
- The existing leeching field at 21 Great Lake Drive may not pass a Title 5 inspection. The leeching fields at the other properties, 8 Oakwood Avenue, 2 Beechwood Avenue and 9 Richard Avenue must be examined;
- The properties are located in a Water Resource Protection District Zone;
- There are no wetlands present at the development sites; and
- There are no floodplains present at the development sites.

III. PROJECT FUNDING AND GOALS

Funding

Financing for the design phase of the project will be a combination of Community Preservation Act (CPA) funds, SHA funds, and funding from Executive Office of Housing and Livable Communities. Respondents to the RFP may be required to consent to lender requirements and name multiple entities on their insurance policies.

Design Goals

It is SHA's desire that redevelopment be consistent with neighborhood character, maximize energy efficiency, minimize operating costs, improve livability and the tenant experience, increase unit count, and incorporate sustainable design principles. It will be the responsibility of the Design Team to present a thorough analysis of opportunities to attain these goals, including associated costs.

SHA would like to explore design options that are seamlessly integrated into the community and that are designed to blend in with single family dwellings. SHA anticipates that the design options will potentially include homes with a range of unit sizes.

IV. SCOPE OF WORK

General Architectural and Design Services

The Design Team will provide a full range of architectural and design services. The full scope of each phase of design is described within Article 3 of the attached Standard SHA Contract for Design Services shown in Appendix IV. A summary of the major tasks are as follows:

- Develop Concept Design options to achieve the goals and objectives of the project. After assessing various options and approaches, develop the most responsive designs into a Conceptual Design Report including all applicable conceptual design drawings;
- Upon authorization from SHA, advance to the Schematic Design phase based on a selected Concept Design. This phase will include the presentation of three (3) preliminary design options that iterate on and refine the Concept Design, a preliminary analysis of the strengths and weaknesses of each option, and the costs associated with each option;
- Analyze all applicable codes and regulations. Meet with local building officials as required and make presentations at neighborhood meetings as well as Planning and other Local Board meetings as required. Prepare applications for Town and/or State permits, including the MAAB as necessary;
- Based on the preferred Schematic Design option, prepare Design Development and Construction Documents, including plans and specifications using SHA requirements;

- Make three (3) Construction Documents submissions for bidding: 60%, 90%, and 100%. For each submission, provide a revised cost estimate according to SHA specifications;
- Attend regular design meetings and make presentations to residents, SHA staff, and other advisory and/or review parties;
- Prepare graphic materials and physical samples as necessary for presentations to SHA staff, residents, and other advisory/review parties;
- Assist SHA in the bidding process;
- During the Construction phase, attend job meetings; and
- Provide full contract administration services.

Summary of Meetings/Presentations

The selected Design Team should assume twice monthly meetings through the duration of the contract. These will include the following milestone meetings.

- An initial kick-off meeting with SHA staff;
- Existing conditions and relevant materials review;
- Concept Design review;
- 50% Schematic Design Report review;
- 100% Schematic Design Report review;
- Design Development Review;
- 60% Bidding and Construction Documents review;
- 90% Bidding and Construction Documents review;
- 100% Bidding and Construction Documents review; and
- Presentations to current residents, neighborhood, Sudbury Planning Board, ZBA, or other community meetings.

V. PROJECT PHASES OF THE WORK

Work under this RFP is divided into the Project Phases described below. The total duration of the A/E contract, inclusive of the assumed amendments for the construction period, is estimated to be approximately **48 months** (including extended warranty period) based upon:

- Concept Design phase of 1 month;
- Schematic Design period of 3 months;
- Design Development period of 2 months;
- Construction Documents period of 3 months;
- Construction Administration phase period of 12 months;
- Close-Out period of 4 months; and
- Warranty inspection approximately 22 months after construction is complete.

The selected Design Team should be aware that a possible suspension or pause in the development process may occur prior to the Construction Documents and/or Construction Administration phase.

Project phases are described in detail in Article 3 of the Standard SHA Contract for Design Services in Appendix IV.

Note that the Design Team may be required to use the project management software Procore for all Phases of the Project.

VI. REQUIRED DESIGN TEAM PERFORMANCE AND SUBMISSION TIMES

The Design Team performance times listed in the table below reflect SHA’s goal for the project; respondents should issue a proposed revision to the design timeline in their response, if applicable. After receipt of each required formal submission, SHA will issue a Design Review Memo to the Design Team within two (2) to three (3) weeks of receiving the submission under normal circumstances.

The Design Review Memos will indicate whether the submission is “Approved” or “Not Approved.” Submissions that are not approved must be revised and resubmitted within the time period shown. A resubmission may consist of additional information requested by the reviewer, a partial resubmission, or complete resubmission. The reviewers may request that the resubmission be due at a meeting. If so, the resubmission deadline will also be the deadline for the meeting.

Submissions must be substantially complete. If, for example, a submission requires a cost estimate which has not been included, SHA will notify the Design Team of the missing item, and the submission will not be logged in or reviewed until the cost estimate is received. Once the submission is approved, SHA will issue a Notice to Proceed to the next phase of the project. The Design Team Performance Schedule may be changed by SHA if funding or other development issues require an extension of any phase.

Item	Due Date
Kick-Off Meeting:	Within one (1) week of Contract execution
Concept Design Submission:	03/11/2025
Schematic Design Submission:	06/11/2025
Design Development Submission:	08/11/2025
60% Construction Design Submission:	09/11/2025
90% Construction Design Submission:	10/11/2025
100% Construction Design Submission:	11/11/2025
Resubmissions, if applicable:	Within two (2) weeks of receipt of SHA comments

VII. WORK INCLUDED IN BASIC SERVICES

Unless specifically excluded, the A/E basic services consist of the tasks described within this RFP, which will also be reflected in the final Contract for Professional Services, including study work, design work, preparation of Construction Documents, bidding period administration,

contract administration, and other related work reasonably inferred. Contract documentation, and administration of contract services by HVAC, plumbing, and electrical professionals, as well as civil and structural engineers, landscape architects, and envelope consultants, are to be included as Basic Services.

Basic Services of the Design Team specifically include, but are not limited to, the following:

- Energy Modeling: The development of a baseline energy model and subsequent models based on proposed building systems;
- Enterprise Green Communities (EGC): The Design Team shall develop energy modeling and life cycle cost assessments to be used as design and decision-making tools with the goal of achieving an EGC designation. The Design Team shall assist SHA by identifying subsidy/rebate/grant opportunities, evaluating renewable energy options, and recommending appropriate green standards based upon SHA goals and objectives, and EGC guidelines. The Design Team is responsible for EGC application;
- Cost Estimating: Detailed construction cost estimates done by an independent cost estimator at intervals detailed herein. In the event a project cost estimate generated during a design phase exceeds the approved construction budget, the Design Team, as part of Basic Services, shall research and propose ways to reduce such costs while meeting SHA construction standards at no extra cost to SHA;
- Record Drawings: The drafting and printing of record drawings, based on information supplied by the construction contractor and/or the Clerk-of-the-Works;
- Clerk-of-the-Works: At this time, it is anticipated that this project will require a Clerk-of-the-Works. The hiring and supervision of a Clerk shall be included as an A/E Basic Service. Clerk-of-the-Works fees shall be reimbursable expenses;
- Civil Engineering and Landscape Architecture: These are both included as part of Basic Services;
- Recycling and Trash Management: Basic Services shall include the preparation of an operational recycling and waste management plan for everyday use, as well as a plan to handle waste materials during demolition and construction; and
- Revisions and Re-submission of “Non-approved” Work: SHA will review and issue written comments on all formal Design Team submissions. The Design Team shall revise and resubmit work that, in the written opinion of SHA, is “not approved,” at no extra cost.

VIII. SHA CONTRACT REQUIREMENTS AND COORDINATION

The following documents will be appended to and become part of the Standard SHA Contract for Design Services:

- Request for Proposals and Responses;
- Architect’s Response to the Request for Proposal;

- AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit
- AIA Document E204™–2017, Sustainable Projects Exhibit

Any items or conditions described in this RFP which appear to contradict the Contract shall be brought to the attention of SHA prior to execution of the Contract. If in the event one is found to contradict another at a later time, the most stringent condition or requirement shall apply.

The Design Team’s acceptance and execution of the Standard SHA Contract for Design Services, with the above documents appended, is a requirement of this project. A copy of the Standard SHA Contract for Design Services can be found in Appendix IV.

IX. COMPENSATION

This is a qualifications-based RFP and selection ranking will be first based on qualifications. The fee for services will be negotiated between SHA and the most qualified respondent, as determined by the criteria outlined in this RFP, after interviews have been concluded and before any award of contract. If agreement cannot be reached between SHA and the most qualified respondent, a fee for services will be negotiated between SHA and the second most qualified respondent.

The total fee for basic services for all phases of the project will be negotiated. Payments will be made upon approval of the Design Team’s formal submission of products required for each phase or work item. The Design Team may invoice up to one time per month for services rendered, with a 30-day payment window.

Project Phase	Value of each Phase as Percentage of Total Fee
Conceptual Design Phase	10%
Schematic Design Phase	20%
Design Development Documents Phase	5%
Construction Documents Phase	20%
Procurement Phase	10%
Construction Administration Phase	30%
Closeout and Warranty Phase	5%

Reimbursable Expenses

A specific listing of reimbursable expenses is detailed in Article 11.8 of the Standard SHA Contract for Professional Design Services attached as Appendix IV. These include, but are not limited to:

- Transportation and authorized out-of-town travel and subsistence

- Long distance services, dedicated data and communication services, teleconferences, Project web sites and extranets
- Permitting and other fees required by authorities having jurisdiction over the Project
- Printing, reproductions, plots and standard form documents
- Postage, handling and delivery
- Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner
- Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project
- If required by the Owner, and with Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants
- All taxes levied on professional services and on reimbursable expenses
- Site office expenses
- Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective: and,
- Other similar Project-related expenditures.

X. MINIMUM QUALIFICATIONS

To be eligible for selection, the Design Team must meet all the following minimum qualifications:

- The Design Team must be led by a qualified Architecture firm with Massachusetts registration and must include qualified, Massachusetts-registered architects experienced in managing and coordinating a complex investigative and design project of this nature;
- The Design Team must include qualified, registered engineers experienced in housing developments;
- The Design Team must include the full array of sub-consultants required to successfully execute the project, as well as an independent cost estimator experienced in the type of work covered by this RFP, and familiar with regional pricing;
- The Design Team must have past successful experience in guiding an investigation/planning/design/construction effort with extensive input from a public agency, regulatory groups, funding agencies, and municipalities, and tenant groups, and must demonstrate strong ability to monitor construction firms;
- The Design Team must demonstrate familiarity with universal and sustainable design principles; and
- The Design Team must be willing to execute the SHA Standard Contract for Professional Design Services and to provide, immediately upon contract execution, a certificate of professional liability insurance to SHA indicating the required minimum coverage.

XI. DESIGN TEAM SELECTION PROCESS AND CRITERIA

Process

This is a qualifications-based RFP. The most qualified respondent will be determined according to the process detailed below. Once the most qualified Design Team has been identified, SHA will negotiate a fee for services with the respondent. If no agreement on fee can be reached, SHA will negotiate with the next most qualified respondent. The selection process for this project is as follows:

- A Review Committee will review applicants' proposals to determine compliance with the minimum qualifications. The Review Committee is anticipated to include a member of SHA staff, a member of the SHA board, a SHA resident, a Sudbury community member, and a member of Town government. The Review Committee will receive administrative support from SHA's development consultant;
- For those proposals which meet the minimum qualifications, the Review Committee will select the most qualified Design Teams for interviews using the selection criteria outlined below;
- Interviews will be conducted with these "short-listed" Design Teams, and will be attended by the Review Committee and consultant;
- On the basis of the proposals, references, and interviews, the Review Committee will recommend a ranking of Design Teams;
- SHA staff will enter into negotiations with the top Design Team for a fee for services. If an agreement cannot be reached, SHA will enter into negotiations with the next most qualified respondent; and
- The Review Committee will make a recommendation of final selection to the SHA Board of Commissioners for approval. SHA is targeting for Board Approval and a Notice to Proceed on 02/11/2025.

Selection Criteria

In selecting the Design Team, the Review Committee will consider the criteria below and the relative weight assigned to each criterion:

Ability (25 points)

- Ability to effectively manage new housing projects of the type and size proposed;
- Ability of the Design Team's lead to coordinate and manage other consultants and contractors;
- Ability of the Design Team to provide professional services in accordance to the project schedule and allotted budget;
- Ability of the Design Team to successfully complete all phases of work from planning/investigation through construction administration and post-warranty tasks;

- Knowledge of and familiarity with all relevant building codes;
- Ability of the team to provide professional services relevant to the sustainable and energy efficient design work associated with the project; and
- Ability to effectively lead or support community engagement process.
- Ability to provide thoughtful and aesthetically pleasing design work.

Experience (20 points)

- Design Team's experience with projects similar to this project scope and requirements;
- Design Team's track record producing contract documents for construction jobs of same scale which have resulted in minimal change orders;
- Design Team's experience in planning and design for affordable housing;
- Design Team's experience with the Local Initiative Program and/or Chapter 40B;
- Experience managing projects within aquifer protection districts;
- Design Team's experience working with modular or panelized construction;
- Experience of the personnel assigned to the project, specifically the designated project manager;
- Previous collaboration of Design Team members;
- Design Team's history with sustainable design projects, renewable and energy efficient building systems, and subsidy/rebate/grant opportunities; and
- Design Team's experience in Sudbury.
- Design Team's experience creating market rate housing and integrating into existing neighborhoods.

References (20 points)

- General past performance of the Design Team with regards to public, private, and State-funded projects; and
- General past performance of the Design Team on a modernization project of the type and scope proposed in this RFP.

Proposal/Interview (25 points)

- Clarity of proposal;
- Design Team organization;
- Well-developed, thoughtful approach to undertaking and managing this type of project; and
- Quality of interview.

Other (5 points)

- Current workload of the Design Team;
- Inclusion of Minority and Woman-Owned Business Enterprises (MBE/WBE) as Design Team members; and

XII. PROPOSAL REQUIREMENTS

Design Teams interested in applying must submit two paper (2) copies and a flash drive of the proposal by mail or hand delivery by **12:00 PM on January 24, 2024** to SHA at 55 Hudson Rd, Sudbury, MA 01776, Attn: Sheila Cusolito, Executive Director.

Submissions are to contain the following information:

- Identification of Design Team members, roles and responsibilities;
 - Indicate if firm/sub-consultant firm qualifies as a MBE/WBE;
- Qualifications of each Design Team member;
 - Include brief overview relating qualifications to SHA work, as well as resumes and evidence of registration;
- Proposed Design Team organizational chart;
 - Identify project manager for each phase of the work;
- Proposed approach to each phase of the work;
 - Include a list of deliverables, as well as suggestions for approaching work/project if different than specified;
- References from at least three of the most relevant projects for each Design Team member;
 - Use the form provided in Appendix IX and be sure to include contact names, phone numbers, and email addresses which are current;
- List of relevant completed housing or residential projects, including type of project, date/state of completion, client, client contact information, project duration, and construction cost;
 - Provide list for each sub-consultant firm;
- List of all ongoing public and private projects, including state of completion, client, project duration, and construction cost;
 - Provide list for each sub-consultant firm;
- Evidence that liability insurance in the amount specified herein will be in force upon contract execution;
- A statement indicating acceptance of SHA Standard Contract for Professional Design Services for this project, as well as identifications of any discrepancies between the contract and this RFP (if any noted), OR a redline copy of the SHA Standard Contract for Professional Design Services that indicates all requested edits by the Design Team; and
- Complete and executed copies of Appendix V-VIII forms.

Questions should be directed to SHA's Executive Director, Sheila Cusolito, at Director@SudburyHA.org

APPENDIX I.
Advertisement

Sudbury Housing Authority

55 Hudson Road

Sudbury MA 01776

Request for Proposals for Architectural/Engineering Services for the Redevelopment of Single-Family Homes: 21 Great Lake Drive, 8 Oakwood Ave, 2 Beechwood Ave and 9 Richard Ave.

The Sudbury Housing Authority (SHA) is requesting proposals from qualified architectural and engineering (A/E) firms, registered in Massachusetts and with relevant experience, to provide professional planning, design, specification writing, construction administration and project supervision services in connection with the Redevelopment of Single-Family Homes, four single family scattered-site homes of state-assisted Chapter 705 housing.

Design work is expected to begin in March 2025, with a construction start date projected for late 2025. The anticipated scope of work includes architectural, HVAC, domestic hot water, electrical, plumbing, fire protection, and site improvements. The design should maximize energy efficiency, minimize operating costs, and improve habitability and furnishability. The total development cost is anticipated to be \$4.18M. The A/E fee is to be negotiated.

The anticipated contract period related for this A/E contract is estimated to be 12-16 months. However, funding restrictions may result in delay of construction bidding.

Proposal requirements may be obtained beginning on December 25, 2024 at 9:00 am at <https://sudbury.ma.us/housingauthority/> under the "News" tab at the top of the page, or can be picked up in-person at the Sudbury Housing Authority, 55 Hudson Road, Sudbury MA 01776 between the hours of 8:00 a.m. and 2:00 p.m.

The deadline for proposals is January 24, 2025 at 12:00 p.m. Please submit two paper copies and include a flash drive with your proposals via mail to Sheila M. Cusolito, Executive Director of Sudbury Housing Authority at 55 Hudson Road, Sudbury MA 01776.

A briefing session will be held on January 9th at 11:00 a.m. virtually at this [link](#). For more information, please contact SHA's Executive Director, Sheila M. Cusolito by telephone at (978) 443 – 5112, option 5 or by email at Director@SudburyHA.org.

APPENDIX II.
Existing Site Plans

ASSESSORS:

PARCEL ID: 104-0601

ZONING:

RESIDENCE "A-1"
WATER RESOURCE PROTECTION DISTRICT ZONE III
(PER SUDBURY 05 - SEE NOTE 1)

REFERENCES:

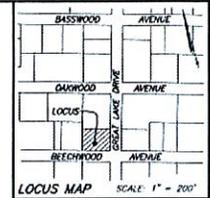
DEED BOOK 13025, PAGE 274
PLAN BOOK 394 PLAN 37
LEC 3025-1

RECORD OWNER:

SUDBURY HOUSING AUTHORITY
55 HUDSON ROAD
SUDBURY, MA 01775

NOTES:

- 1) THE VERTICAL DATUM FOR THIS SURVEY IS THE NORTH AMERICAN MERIDIAN DATUM OF 1988 (NAD83). SAID DATUM WAS ESTABLISHED VIA GPS OBSERVATIONS ON AUGUST 24, 2011 UTILIZING NAPOS (NAD83) EPOCH 2010.00 (WGS82) AND EPOCH 16.
- 2) UNDERGROUND UTILITIES SHOWN HEREON ARE COMPILED FROM FIELD LOCATIONS OF STRUCTURES AND FROM AVAILABLE RECORD INFORMATION ON FILE AT THE TOWN ENGINEERING OFFICES, TOWN OF SUDBURY, MASS. HOME DEPOT, AND UTILITY COMPANIES. OTHER UNDERGROUND UTILITIES MAY EXIST. IT SHALL BE THE RESPONSIBILITY OF THE DESIGN ENGINEER AND THE CONTRACTOR TO VERIFY THE LOCATION, SIZE & ELEVATION OF ALL UTILITIES WITHIN THE AREA OF PROPOSED WORK AND TO CONTACT "800-SAFE" AT 1-888-344-7233 AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION, DEMOLITION OR CONSTRUCTION.
- 3) THE LOCATION OF UNDERGROUND STORAGE TANKS, IF ANY, ARE UNKNOWN.
- 4) THIS TOPOGRAPHIC SURVEY WAS PREPARED TO MEET NATIONAL MAP ACCURACY STANDARDS AT A SCALE OF 1"=10' HORIZONTALLY AND A 1 FOOT CONTOUR INTERVAL VERTICALLY. ANY INDEPENDENT OR RE-SCALING MAY AFFECT THE MAP ACCURACY.
- 5) SEPTIC TANK AND LEACHING PIT LOCATIONS SHOWN HERE ON ANY PER SEPTIC 16 CARDS PROVIDED BY THE SUDBURY BOARD OF HEALTH.
- 6) WATERLINE SERVICE LOCATIONS SHOWN HEREON ARE PER WATER RECORDS PROVIDED BY THE SUDBURY WATER DEPARTMENT. WATER LINE SHOWN ON ROAD IS APPROXIMATE ONLY AS THERE ARE NO PLANS ON FILE WITH THE TOWN TO SHOW ITS LOCATION.
- 7) THE SURVEYED PROPERTY IS LOCATED ENTIRELY WITHIN THE SUDBURY WATER RESOURCE PROTECTION DISTRICT ZONE III PER SUDBURY 05.
- 8) THE PINE LAKES SUBDIVISION OF 1927 (PLAN BOOK 394, PAGE 37) COVERS ABOUT 110 ACRES WITH NO ANGLES, NO BEARINGS, NO CURVE DATA AND BLEEDS IN MANY AREAS. IN THE EARLY 1930'S, THE TOWN HAD ROAD TAKING PLANS DONE THAT APPEARS TO JUST COPY THE ORIGINAL PLAN WITH SHOWN A COUPLE OF COUNTY BOUNDS ON HUDSON ROAD NOT SHOWING ROAD BOUNDS SET ANYWHERE BY THE SUBDIVISION. IN 1916, THE TOWN RE-DID THE ROAD TAKING PLANS THIS TIME NOT SHOWING A SINGLE BOUND AS FOUND ON SET. BETWEEN THE 1910'S AND 1970'S, NO LESS THAN 16 LAND COURT PLANS ARE DONE JUST BETWEEN LAKEWOOD DRIVE, WILLS LAKE DRIVE, PINEWOOD AVE & BEECHWOOD AVE. SEVERAL OF THE LATER LAND COURT PLANS SHOW THE BOUNDS FROM THE EARLIER LAND COURT PLANS THAT WERE SHOWN ON THE CORNERS AS BEING ON THE CORNERS WITHOUT A CONSISTENT RATIONALE FOR HOW ROAD LOCATIONS WERE ALIGNED. HANCOCK HAS RUN A CLOSED LOOP AROUND HANSMAN AVENUE, WILLS LAKE DRIVE, BEECHWOOD AVENUE AND GREAT LAKE DRIVE COMING TO A BEST FIT THAT HOLDS MONUMENT LOCATIONS FROM LEC 3415A, LEC 3714D AND THE LOCATION OF THE BOUNDS ON LEC 3025 FROM WHERE IT SHOWS THE BOUNDS ON LEC 2205S (2002-07).



LOCUS MAP SCALE: 1" = 200'
21 GREAT LAKE DRIVE SUDBURY, MA

PREPARED FOR
SUDBURY HOUSING AUTHORITY
55 HUDSON ROAD
SUDBURY, MA 01776

HANCOCK ASSOCIATES
Civil Engineers
Land Surveyors
Environmental Consultants
215 Elm Street, Southbury, MA 07322
Voice: (860) 609-1111, Fax: (860) 609-1123
www.hancockassoc.com

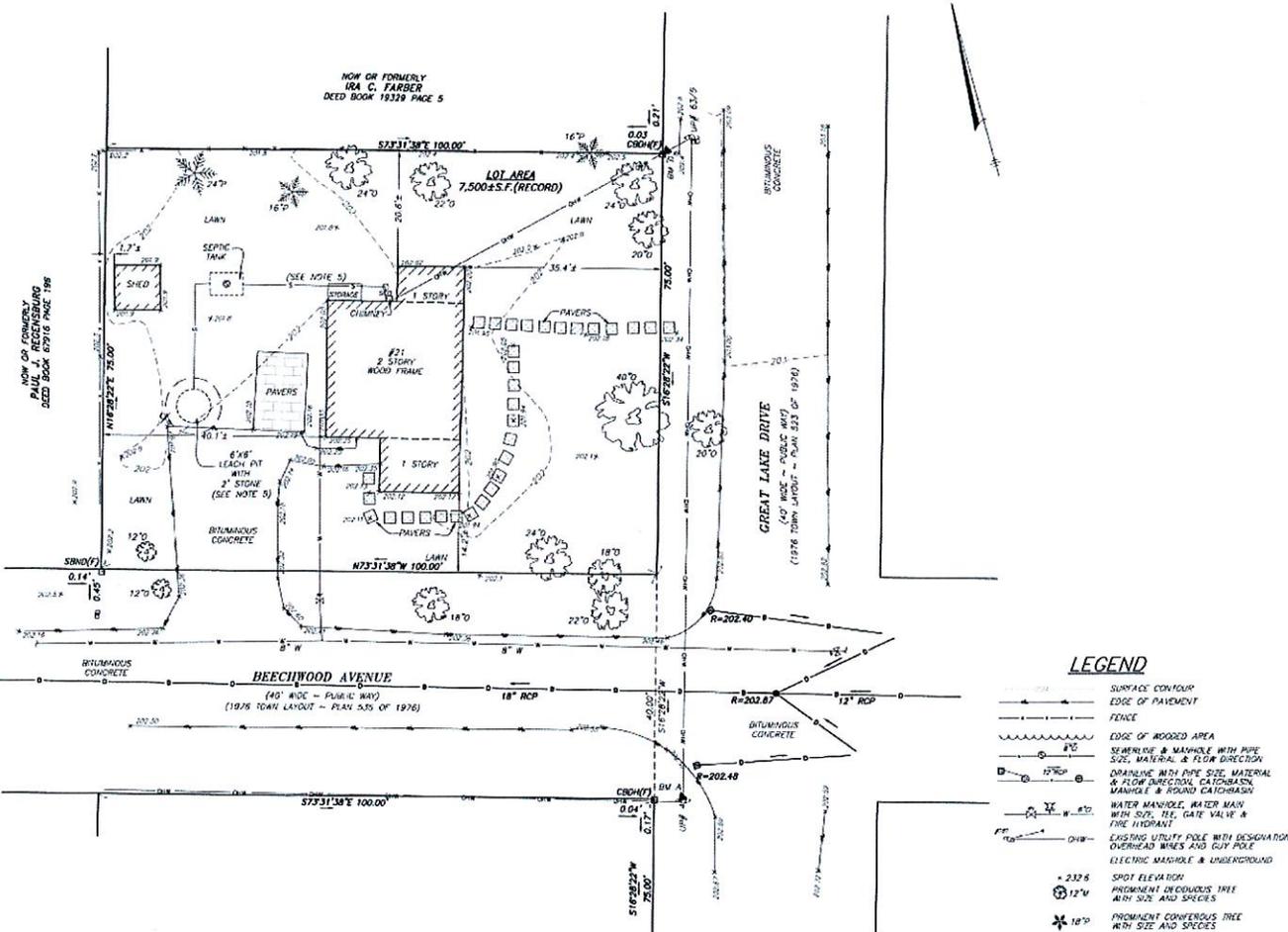
John J. O'Connell
11-27-21

1	CHK	EC	11/4/21	ACR	BY/GENERAL REVISIONS
NO	BY	APP	DATE	ISSUE	REVISION DESCRIPTION

DATE: 11/23/21 DRAWN BY: EC
SCALE: 1" = 10' CHECK BY: JBR

EXISTING CONDITIONS PLAN

PROJECT NO.: 24721

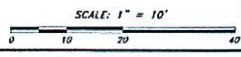


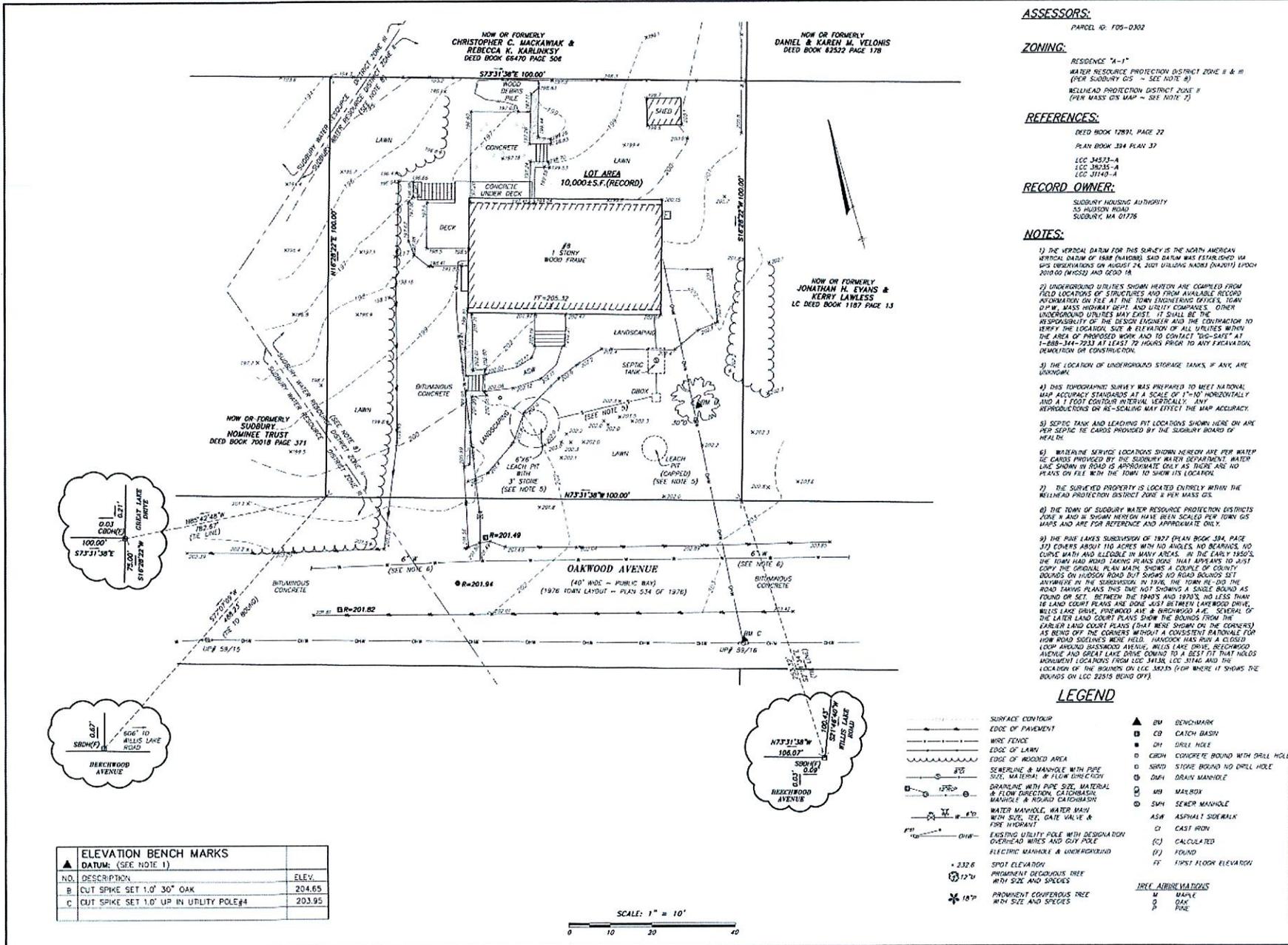
LEGEND

- SURFACE CONTOUR
- EDGE OF PAVEMENT
- FENCE
- EDGE OF ADJACENT AREA
- SEWERLINE & MANHOLE WITH PIPE SIZE, MATERIAL & FLOW DIRECTION
- DRAINAGE WITH PIPE SIZE, MATERIAL & FLOW DIRECTION, CATCH BASIN, MANHOLE & ROUND CATCH BASIN
- WATER MANHOLE, WATER MAIN WITH SIZE, TEE, GATE VALVE & FIRE HYDRANT
- EXISTING UTILITY POLE WITH DESIGNATION OVERHEAD WIRES AND GUY POLE
- ELECTRIC MANHOLE & UNDERGROUND
- 232.6 SPOT ELEVATION
- 12" W PROMINENT OR COUSIDUS TREE ANY SIZE AND SPECIES
- 18" W PROMINENT CONIFEROUS TREE WITH SIZE AND SPECIES
- BASKETBALL HOOP
- ▲ BM BENCHMARK
- CB CATCH BASIN
- DH DRILL HOLE
- CBH CONCRETE BOUND WITH DRILL HOLE
- SHD STONE BOUND NO DRILL HOLE
- DMH DRAIN MANHOLE
- MB MAIL BOX
- SMH SEWER MANHOLE
- CI CAST IRON
- (C) CALCULATED
- (F) FOUND
- FF FIRST FLOOR ELEVATION

TREE ABBREVIATIONS
O OAK
P PINE

ELEVATION BENCH MARKS		
DATUM: (SEE NOTE 1)		
NO.	DESCRIPTION	ELEV.
A	CUT SPIKE SET 1.0' UP IN UTILITY POLE#4	203.92
D	TOP OF SOUTHEAST CORNER OF CONCRETE BOUND	202.80





ASSESSORS:

PARCEL ID: F05-0302

ZONING:

RESIDENCE "A-1"
 WATER RESOURCE PROTECTION (DISTRICT ZONE B & B)
 (PER SUDBURY GIS - SEE NOTE 4)
 WELLHEAD PROTECTION DISTRICT ZONE #1
 (PER MASS GIS MAP - SEE NOTE 2)

REFERENCES:

DEED BOOK 12891, PAGE 22
 PLAN BOOK 334, PLAN 37
 LCC 34673-A
 LCC 34625-A
 LCC 31140-A

RECORD OWNER:

SUDBURY HOUSING AUTHORITY
 55 HUDSON ROAD
 SUDBURY, MA 01776

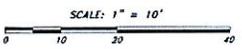
NOTES:

- 1) THE VERTICAL DATUM FOR THIS SURVEY IS THE NORTH AMERICAN MEAN SEA LEVEL DATUM OF 1988 (NAD83). SAID DATUM WAS ESTABLISHED VIA GPS OBSERVATIONS ON AUGUST 24, 2007 UTILIZING MODELS (NA2011) EPOCH 2008.00 (NAD83) AND GEOID 98.
- 2) UNDERGROUND UTILITIES SHOWN HEREON ARE COMPILED FROM FIELD LOCATIONS OF STRUCTURES AND FROM AVAILABLE RECORD INFORMATION ON FILE AT THE TOWN ENGINEERS OFFICES, TOWN OF SUDBURY, MASS. HIGHWAY DEPT. AND UTILITY COMPANIES. OTHER UNDERGROUND UTILITIES MAY EXIST. IT SHALL BE THE RESPONSIBILITY OF THE DESIGN ENGINEER AND THE CONTRACTOR TO VERIFY THE LOCATION, SIZE & ELEVATION OF ALL UTILITIES WITHIN THE AREA OF PROPOSED WORK AND TO CONTACT "DIG-DATE" AT 1-888-384-7233 AT LEAST 7 DAYS PRIOR TO ANY EXCAVATION, DEMOLITION OR CONSTRUCTION.
- 3) THE LOCATION OF UNDERGROUND STORAGE TANKS, IF ANY, ARE UNKNOWN.
- 4) THIS PHOTOGRAMMETRIC SURVEY WAS PREPARED TO MEET NATIONAL MAP ACCURACY STANDARDS AT A SCALE OF 1"=10' HORIZONTALLY AND A 1 FOOT CONTOUR INTERVAL VERTICALLY. ANY REPRODUCTIONS OR RESAMPLING MAY AFFECT THE MAP ACCURACY.
- 5) SEPTIC TANK AND LEACHING PIT LOCATIONS SHOWN HERE ON ARE PER SEPTIC TANK CARDS PROVIDED BY THE SUDBURY BOARD OF HEALTH.
- 6) WELLSHAFT SERVICE LOCATIONS SHOWN HEREON ARE PER WATER SERVICE CARDS PROVIDED BY THE SUDBURY WATER DEPARTMENT. WATER LINE SHOWN IN ROAD IS APPROXIMATE ONLY AS THERE ARE NO PLANS ON FILE WITH THE TOWN TO SHOW ITS LOCATION.
- 7) THE SURVEYED PROPERTY IS LOCATED ENTIRELY WITHIN THE WELLHEAD PROTECTION DISTRICT ZONE # PER MASS GIS.
- 8) THE TOWN OF SUDBURY WATER RESOURCE PROTECTION DISTRICTS ZONE A AND B SHOWN HEREON HAVE BEEN SCALED PER TOWN GIS MAPS AND ARE FOR REFERENCE AND APPROXIMATE ONLY.
- 9) THE PINE LAKE SUBDIVISION OF 1927 (PLAN BOOK 334, PAGE 37) CORNERS ABOUT 110 ACRES WITH NO ANGLES, NO BEARINGS, NO CURVE DATA AND BLEEDS IN MANY AREAS. IN THE EARLY 1950'S, THE TOWN HAD ROAD TAKING PLANS MADE THAT APPEARS TO JUST COPY THE ORIGINAL PLAN MAP. SINCE A COUPLE OF CORNER BOUNDS ON HUDSON ROAD BUT SHOWS NO ROAD BOUNDS SET ANYWHERE IN THE SUBDIVISION IN 1946, THE TOWN RE-DID THE ROAD TAKING PLANS THIS TIME NOT SHOWING A SINGLE BOUND AS FOUND ON SET. BETWEEN THE 1940'S AND 1970'S, NO LESS THAN 18 LAND COURT PLANS ARE DONE JUST BETWEEN LAKEWOOD DRIVE, WELLS LAKE DRIVE, PINEWOOD AVE & BEECHWOOD AVE. SEVERAL OF THE LATER LAND COURT PLANS SHOW THE BOUNDS FROM THE EARLIER LAND COURT PLANS (THAT WERE SHOWN ON THE CORNERS) AS BEING OFF THE CORNERS WITHOUT A CONSISTENT RATIONALE FOR HOW ROAD SIDINGS WERE FIELD. HANCOCK HAS RUN A CLOSED LOOP AND/ON BEECHWOOD AVENUE, WELLS LAKE DRIVE, BEECHWOOD AVENUE AND GREAT LAKE DRIVE BOUND TO A BEST FIT THAT HOLDS MONUMENT LOCATIONS FROM LCC 34673, LCC 31140 AND THE LOCATION OF THE BOUNDS ON LCC 34673 (FOR WHERE IT SHOWS THE BOUNDS ON LCC 22616 BEING OFF).

LEGEND

- SURFACE CONTOUR
- EDGE OF PAVEMENT
- WIRE FENCE
- EDGE OF LAWN
- EDGE OF MOWED AREA
- SEWERLINE & MANHOLE WITH PIPE SIZE, MATERIAL & FLOW DIRECTION
- SPRINKLER WITH PIPE SIZE, MATERIAL & FLOW DIRECTION
- WATER MANHOLE, WATER BASIN WITH SILEE, GATE VALVE & FIRE HYDRANT
- EXISTING UTILITY POLE WITH DESIGNATION OVERHEAD WIRES AND CUP POLE
- ELECTRIC MANHOLE & UNDERGROUND
- SPOT ELEVATION
- PROMINENT DECIDUOUS TREE WITH SIZE AND SPECIES
- PROMINENT CONIFEROUS TREE WITH SIZE AND SPECIES
- BM BENCHMARK
- CB CATCH BASIN
- DH DRILL HOLE
- CDH CONCRETE BOUND WITH DRILL HOLE
- SHSD STORAGE BOUND NO DRILL HOLE
- DMH DRAIN MANHOLE
- MB MANHOLE
- SMH SEWER MANHOLE
- ASW ASPHALT SIDEWALK
- CI CAST IRON
- C CALCULATED
- F FOUND
- FF FIRST FLOOR ELEVATION
- M MAPLE
- O OAK
- P PINE

ELEVATION BENCH MARKS DATUM (SEE NOTE 1)		
NO.	DESCRIPTION	ELEV.
A	OUT SPIKE SET 1.0' 30" OAK	204.65
B	OUT SPIKE SET 1.0' UP IN UTILITY POLE#4	203.95



BASSWOOD AVENUE
 OAKWOOD AVENUE
 BEECHWOOD AVENUE
 LOCUS MAP SCALE: 1" = 200'

#8
OAKWOOD AVENUE
SUDBURY, MA

PREPARED FOR
SUDBURY HOUSING AUTHORITY
 55 HUDSON ROAD
 SUDBURY, MA 01776

HANCOCK ASSOCIATES

Civil Engineers
 Land Surveyors
 Environmental Consultants

315 Elm Street, Marlborough, MA 01752
 Voice: (508) 466-1111, Fax: (508) 466-1121
 www.hancockassoc.com

NO.	BY	DATE	REVISION DESCRIPTION
1	ECB	11/17/21	NOTE 9 & GENERAL REVISIONS

DATE: 8/25/21 DRAWN BY: CMC
 SCALE: 1" = 10' CHECK BY: JJJ

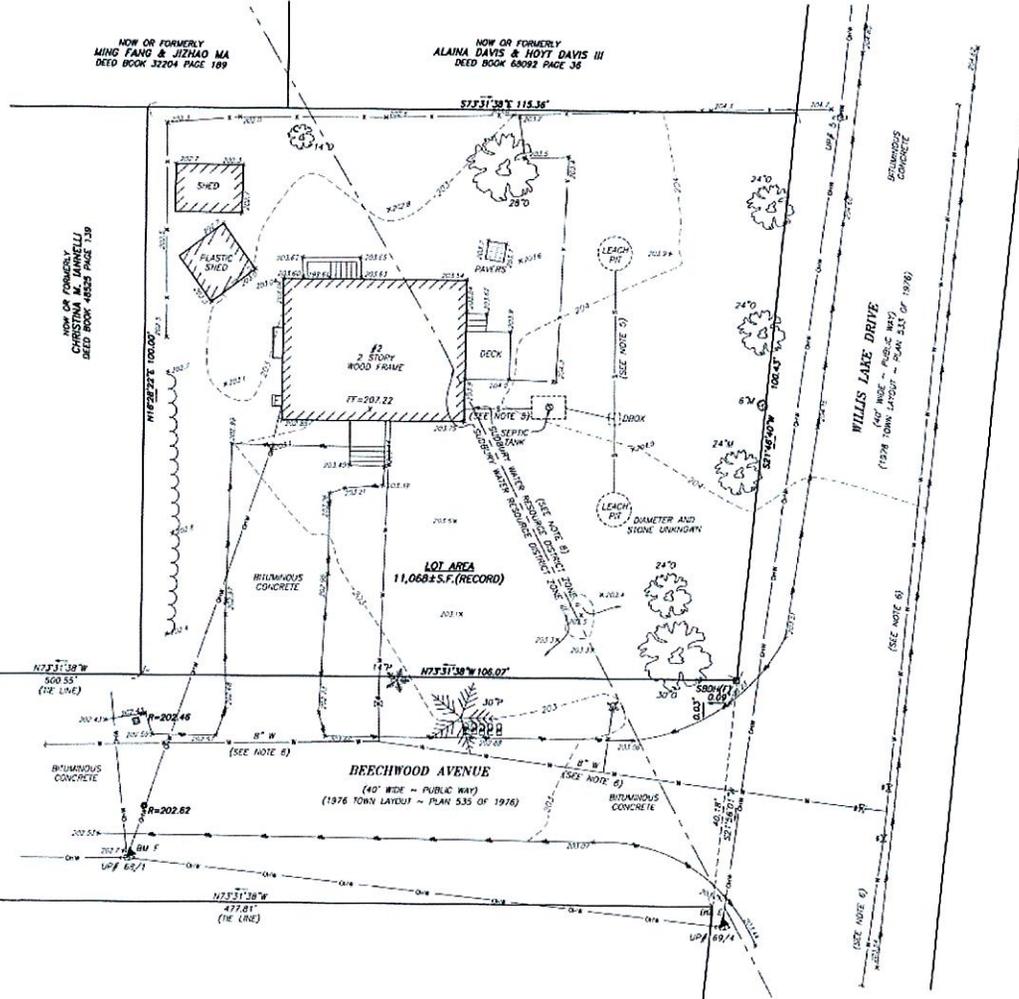
EXISTING CONDITIONS PLAN

PROJECT NO: **24719**

NOW OR FORMERLY
KING FARM & JERARD MA
DEED BOOK 32704 PAGE 189

NOW OR FORMERLY
ALAINA DAVIS & HOYT DAVIS III
DEED BOOK 68092 PAGE 38

NOW OR FORMERLY
CHERRY HILL
DEED BOOK 48253 PAGE 139



ASSESSORS:

PARCEL ID: 105-0219

ZONING:

RESIDENCE "A-1"
WATER RESOURCE PROTECTION DISTRICT ZONE II & III
(PER SUDBURY DIS - SEE NOTE 6)
WELLHEAD PROTECTION DISTRICT ZONE II
(PER MASS GIS MAP - SEE NOTE 7)

REFERENCES:

LC DEED BOOK 958, PAGE 71
PLAN BOOK 394 PLAN 37
LCC 38315-4
LCC 37465-4

RECORD OWNER:

SUDBURY HOUSING AUTHORITY
55 HUDSON ROAD
SUDBURY, MA 01776

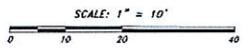
NOTES:

- 1) THE VERTICAL DATUM FOR THIS SURVEY IS THE NORTH AMERICAN HORIZONTAL DATUM OF 1988 (NAD83). SAID DATUM WAS ESTABLISHED VIA GIS OPERATIONS ON AUGUST 24, 2017 UTILIZING NAD83(11) UTM ZONE 18QUD (NAD83) AND GRID 1A.
- 2) UNDERGROUND UTILITIES SHOWN HEREON ARE COMPILED FROM FIELD LOCATIONS OF STRUCTURES AND FROM AVAILABLE RECORD INFORMATION ON FILE AT THE TOWN ENGINEERING OFFICES, TOWN OF SUDBURY, MASS. HIGHWAY DEPT. AND UTILITY COMPANIES. OTHER UNDERGROUND UTILITIES MAY EXIST. IT SHALL BE THE RESPONSIBILITY OF THE DESIGN ENGINEER AND THE CONTRACTOR TO VERIFY THE LOCATION, SIZE & ELEVATION OF ALL UTILITIES WITHIN THE AREA OF PROPOSED WORK AND TO CONTACT "GUS-SAGE" AT 1-888-344-7243 AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION, DEMOLITION OR CONSTRUCTION.
- 3) THE LOCATION OF UNDERGROUND STORAGE TANKS, IF ANY, ARE UNKNOWN.
- 4) THIS TOPOGRAPHIC SURVEY WAS PREPARED TO MEET NATIONAL MAP ACCURACY STANDARDS AT A SCALE OF 1"=10' HORIZONTALLY AND A 1 FOOT CONTOUR INTERVAL VERTICALLY. ANY REPRODUCTIONS OF RE-SCALING MAY AFFECT THE MAP ACCURACY.
- 5) SEPTIC TANK AND LEACHING PIT LOCATIONS SHOWN HERE ON ARE FOR REFERENCE TO CARDS PROVIDED BY THE SUDBURY BOARD OF HEALTH.
- 6) WATERLINE SERVICE LOCATIONS SHOWN HEREON ARE PER WATER RECORDS PROVIDED BY THE SUDBURY WATER DEPARTMENT. WATER LINE SHOWN IN ROAD IS APPROXIMATE ONLY AS THERE ARE NO PLANS ON FILE WITH THE TOWN TO SHOW ITS LOCATION.
- 7) THE SURVEYED PROPERTY IS LOCATED ENTIRELY WITHIN THE WELLHEAD PROTECTION DISTRICT ZONE II PER MASS GIS.
- 8) THE TOWN OF SUDBURY WATER RESOURCE PROTECTION DISTRICTS ZONE II AND III SHOWN HEREON HAVE BEEN SCALED PER TOWN GIS MAPS AND ARE FOR REFERENCE AND APPROXIMATE ONLY.
- 9) THE FIVE LAKES SUBDIVISION OF 1927 (PLAN BOOK 394, PAGE 37) COVERS ABOUT 110 ACRES WITH NO ANGLES, NO BEARINGS, NO CURVE DATA AND BLEND IN MANY AREAS. IN THE EARLY 1930'S, THE TOWN AND ROAD BOARD PLANS GAVE THAT APPEARS TO JUST COPY THE ORIGINAL PLAN MAP, SHOWS A COUPLE OF COUNTY BOUNDS ON HUDSON ROAD BUT SHOWS NO ROAD BOUNDS SET ANYWHERE IN THE SUBDIVISION. IN 1936, THE TOWN SET-OUT THE ROAD TAKING PLANS THIS TIME NOT SHOWING A SINGLE BOUND AS FOUND ON SET. BETWEEN THE 1940'S AND 1960'S, NO LESS THAN 16 LAND COURT PLANS ARE DONE JUST BETWEEN LAKEWOOD DRIVE, WELLS LAKE DRIVE, PINNACLES AVE & BIRCHWOOD AVE. SEVERAL OF THE LATER LAND COURT PLANS SHOW THE BOUNDS FROM THE EARLIER LAND COURT PLANS (THAT WERE SHOWN ON THE CORNERS), AS BEING OF THE CORNERS WITHOUT A CONSISTENT RATIONALE FOR HOW ROAD SEBELINES WERE FIELD. HANCOCK HAS RUN A CLOSED LOOP AROUND BASSWOOD AVENUE, WELLS LAKE DRIVE, BEECHWOOD AVENUE AND GREAT LAKE DRIVE COMING TO A BEST FIT THAT HOLDS MANAGEMENT LOCATIONS FROM LCC 34188, LCC 37140 AND THE LOCATION OF THE BOUNDS ON LCC 38035 (FOR WHERE IT SHOWS THE BOUNDS ON LCC 32515 BEING OFF).

LEGEND

- ▲ BM BENCHMARK
- CB CATCH BASIN
- DH DRILL HOLE
- CBM CONCRETE BOUND WITH DRILL HOLE
- SBM STONE BOUND NO DRILL HOLE
- DMN DRAIN MANHOLE
- MB MANHOLE
- SMN SEWER MANHOLE
- CI CAST IRON
- (C) CALCULATED
- (F) FOUND
- FF FIRST FLOOR ELEVATION
- SURFACE CONTOUR
- EDGE OF PAVEMENT
- WIDE FENCE
- EDGE OF WOODED AREA
- WATERLINE & MANHOLE WITH PIPE SIZE, MATERIAL & FLOW DIRECTION
- DRAINAGE WITH PIPE SIZE, MATERIAL & FLOW DIRECTION, CATCHBASIN, MANHOLE & BOUND CATCHBASIN
- WATER MANHOLE, WATER MAIN WITH SIZE, TEE, GATE VALVE & FIRE HYDRANT
- EXISTING UTILITY POLE WITH DESIGNATION OVERHEAD WIRES AND GUY POLE
- ELECTRIC MANHOLE & UNDERGROUND
- 202.6 SPOT ELEVATION
- MAPLE
- O OAK
- P PINE
- PROMINENT CONIFEROUS TREE WITH SIZE AND SPECIES

ELEVATION BENCH MARKS		
DATUM: (SEE NOTE 1)		
NO.	DESCRIPTION	ELEV.
E	CUT SPIKE SET 1.0' UP IN UTILITY POLE#69/4	204.65
F	CUT SPIKE SET 1.0' UP IN UTILITY POLE#68/1	204.00



PARCEL ADDRESS
#2 BEECHWOOD AVENUE SUDBURY, MA

PREPARED FOR
SUDBURY HOUSING AUTHORITY
55 HUDSON ROAD
SUDBURY, MA 01776

HANCOCK ASSOCIATES
Civil Engineers
Land Surveyors
Environmental Consultants
215 Elm Street, Marlborough, MA 01752
Voice (508) 863-1111, Fax (508) 863-1125
www.hancockassoc.com



DATE	BY	DATE	ISSUE/REVISION DESCRIPTION
8/31/21	JMB		

DATE: 8/31/21 DRAWN BY: CML
SCALE: 1" = 10' CHECK BY: JMB

EXISTING CONDITIONS PLAN

DWG: 24719-EC.dwg
LAYOUT: 24717 EC
SHEET: 1 OF 1
PROJECT NO: 24717

EC

APPENDIX III.
Soil Suitability Reports



Commonwealth of Massachusetts
City/Town of

Form 11 - Soil Suitability Assessment for On-Site Sewage Disposal

A. Facility Information

Sudbury Housing Authority

Owner Name

2 Beechwood Ave

Street Address

Sudbury

City

MA

State

Map F05, Lot 219

Map/Lot #

01776

Zip Code

B. Site Information

1. (Check one) New Construction Upgrade Repair

2. Soil Survey Available? Yes No

If yes:

NRCS
Source

626B
Soil Map Unit

Merrimac Urban Land Complex

Soil Name

N/A

Soil Limitations

Stratified gravel to gravelly sand

Soil Parent material

Outwash Terrace

Landform

3. Surficial Geological Report Available? Yes No

If yes:

2018/ Stone & Stone
Year Published/Source

Coarse Deposits
Map Unit

Gravel, sand and gravel, and sand deposits

Description of Geologic Map Unit:

4. Flood Rate Insurance Map Within a regulatory floodway? Yes No

5. Within a velocity zone? Yes No

6. Within a Mapped Wetland Area? Yes No

If yes, MassGIS Wetland Data Layer:

Wetland Type

7. Current Water Resource Conditions (USGS):

11/21/2021
Month/Day/ Year

Range: Above Normal

Normal Below Normal

8. Other references reviewed:



Commonwealth of Massachusetts
City/Town of

Form 11 - Soil Suitability Assessment for On-Site Sewage Disposal

C. On-Site Review (*minimum of two holes required at every proposed primary and reserve disposal area*)

Deep Observation Hole Number: 3 Hole # 11/19/21 Date 8:40 am Time Sunny Weather 42.3939 Latitude 71.4532 Longitude:
 1. Land Use Residential (e.g., woodland, agricultural field, vacant lot, etc.) Short Grass Vegetation None Surface Stones (e.g., cobbles, stones, boulders, etc.) 0-2 Slope (%)

Description of Location: _____

2. Soil Parent Material: Glacial Outwash Outwash Terrace Landform SU Position on Landscape (SU, SH, BS, FS, TS)

3. Distances from: Open Water Body >200 feet Drainage Way >200 feet Wetlands >100 feet
 Property Line >10 feet Drinking Water Well >100 feet Other _____ feet

4. Unsuitable Materials Present: Yes No If Yes: Disturbed Soil Fill Material Weathered/Fractured Rock Bedrock

5. Groundwater Observed: Yes No If yes: _____ Depth Weeping from Pit _____ Depth Standing Water in Hole

Soil Log

Depth (in)	Soil Horizon /Layer	Soil Texture (USDA)	Soil Matrix: Color-Moist (Munsell)	Redoximorphic Features			Coarse Fragments % by Volume		Soil Structure	Soil Consistence (Moist)	Other
				Depth	Color	Percent	Gravel	Cobbles & Stones			
0-18	Fill	SL							granular	friable	
18-24	Ab	SL	10YR2/2						granular	firable	
24-38	Bw	LS	10YR4/6						massive	loose	
38-84+	C	S	2.5Y5/6				10-15	0-5	massive	loose	Coarse Sand

Additional Notes:



Commonwealth of Massachusetts
City/Town of

Form 11 - Soil Suitability Assessment for On-Site Sewage Disposal

C. On-Site Review (*minimum of two holes required at every proposed primary and reserve disposal area*)

Deep Observation Hole Number: 2 11/19/21 8:55 am Sunny 42.3946 71.4534
Hole # Date Time Weather Latitude Longitude:

1. Land Use: Residential Short Grass None 0-2
(e.g., woodland, agricultural field, vacant lot, etc.) Vegetation Surface Stones (e.g., cobbles, stones, boulders, etc.) Slope (%)

Description of Location: Front yard of residence of #2 Beechwood Ave

2. Soil Parent Material: Glacial Outwash Outwash Terrace SU
Landform Position on Landscape (SU, SH, BS, FS, TS)

3. Distances from: Open Water Body >200 feet Drainage Way >200 feet Wetlands >100 feet
Property Line >10 feet Drinking Water Well >100 feet Other feet

4. Unsuitable Materials Present: Yes No If Yes: Disturbed Soil Fill Material Weathered/Fractured Rock Bedrock

5. Groundwater Observed: Yes No If yes: Depth Weeping from Pit Depth Standing Water in Hole

Soil Log

Depth (in)	Soil Horizon /Layer	Soil Texture (USDA)	Soil Matrix: Color-Moist (Munsell)	Redoximorphic Features			Coarse Fragments % by Volume		Soil Structure	Soil Consistence (Moist)	Other
				Depth	Color	Percent	Gravel	Cobbles & Stones			
0-14	Ap	SL	10YR2/2						granular	friable	
14-38	Bw	LS	10YR4/6						massive	loose	
38-84	C	S	2.5Y5/6				10-15	0-5	massive	loose	Coarse Sand
84-104"+	2C	S	2.5Y6/4				0-5		massive	loose	Fine Sand

Additional Notes:



Form 11 - Soil Suitability Assessment for On-Site Sewage Disposal

D. Determination of High Groundwater Elevation

- | | | |
|--|-------------------|-------------------|
| 1. Method Used: | Obs. Hole # _____ | Obs. Hole # _____ |
| <input type="checkbox"/> Depth observed standing water in observation hole | _____ inches | _____ inches |
| <input type="checkbox"/> Depth weeping from side of observation hole | _____ inches | _____ inches |
| <input type="checkbox"/> Depth to soil redoximorphic features (mottles) | _____ inches | _____ inches |
| <input type="checkbox"/> Depth to adjusted seasonal high groundwater (S_h)
(USGS methodology) | _____ inches | _____ inches |

_____ Index Well Number

_____ Reading Date

$$S_h = S_c - [S_r \times (OW_c - OW_{max}) / OW_r]$$

Obs. Hole/Well# _____ S_c _____ S_r _____ OW_c _____ OW_{max} _____ OW_r _____ S_h _____

2. Estimated Depth to High Groundwater: 104 inches

E. Depth of Pervious Material

1. Depth of Naturally Occurring Pervious Material

a. Does at least four feet of naturally occurring pervious material exist in all areas observed throughout the area proposed for the soil absorption system?

Yes No

b. If yes, at what depth was it observed (exclude A and O Horizons)?

Upper boundary: 18 inches Lower boundary: 104 inches

c. If no, at what depth was impervious material observed?

Upper boundary: _____ inches Lower boundary: _____ inches



Form 11 - Soil Suitability Assessment for On-Site Sewage Disposal

F. Certification

I certify that I am currently approved by the Department of Environmental Protection pursuant to 310 CMR 15.017 to conduct soil evaluations and that the above analysis has been performed by me consistent with the required training, expertise and experience described in 310 CMR 15.017. I further certify that the results of my soil evaluation, as indicated in the attached Soil Evaluation Form, are accurate and in accordance with 310 CMR 15.100 through 15.107.

_____ Signature of Soil Evaluator	11/22/21 Date
Russell Tedford / SE#14372 Typed or Printed Name of Soil Evaluator / License #	7/1/2022 Expiration Date of License
Robert Lazo Name of Approving Authority Witness	Sudbury Health Department Approving Authority

Note: In accordance with 310 CMR 15.018(2) this form must be submitted to the approving authority within 60 days of the date of field testing, and to the designer and the property owner with [Percolation Test Form 12](#).

Field Diagrams: Use this area for field diagrams:



Commonwealth of Massachusetts
 City/Town of
Percolation Test
 Form 12

Percolation test results must be submitted with the Soil Suitability Assessment for On-site Sewage Disposal. DEP has provided this form for use by local Boards of Health. Other forms may be used, but the information must be substantially the same as that provided here. Before using this form, check with the local Board of Health to determine the form they use.

Important: When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



A. Site Information

Sudbury Housing Department

Owner Name

2 Beechwood Avenue

Street Address or Lot #

Sudbury

City/Town

MA

State

01776

Zip Code

978-443-5112

Telephone Number

Contact Person (if different from Owner)

B. Test Results

	11/19/21	10:05 am		
	Date	Time	Date	Time
Observation Hole #	3			
Depth of Perc	48"			
Start Pre-Soak	9:05am			
End Pre-Soak	Did Not Prep			
Time at 12"				
Time at 9"				
Time at 6"				
Time (9"-6")				
Rate (Min./Inch)	< 2			
	Test Passed:	<input checked="" type="checkbox"/>	Test Passed:	<input type="checkbox"/>
	Test Failed:	<input type="checkbox"/>	Test Failed:	<input type="checkbox"/>

Russell Tedford

Test Performed By:

Robert Lazo

Board of Health Witness

Comments:

25 gallons of water poured into P-3, did not maintain 12" level.



Form 11 - Soil Suitability Assessment for On-Site Sewage Disposal

A. Facility Information

Sudbury Housing Authority

Owner Name

8 Oakwood Ave

Street Address

Sudbury

City

MA

State

Map F04, Lot 302

Map/Lot #

01776

Zip Code

B. Site Information

1. (Check one) New Construction Upgrade Repair

2. Soil Survey Available? Yes No

If yes:

NRCS
Source

626B
Soil Map Unit

Merrimac Urban Land Complex

Soil Name

N/A

Soil Limitations

Stratified gravel to gravelly sand

Soil Parent material

Outwash Terrace

Landform

3. Surficial Geological Report Available? Yes No

If yes:

2018/ Stone & Stone
Year Published/Source

Coarse Deposits
Map Unit

Gravel, sand and gravel, and sand deposits

Description of Geologic Map Unit:

4. Flood Rate Insurance Map Within a regulatory floodway? Yes No

5. Within a velocity zone? Yes No

6. Within a Mapped Wetland Area? Yes No

If yes, MassGIS Wetland Data Layer:

Wetland Type

7. Current Water Resource Conditions (USGS):

11/21/2021
Month/Day/ Year

Range: Above Normal

Normal

Below Normal

8. Other references reviewed:



Commonwealth of Massachusetts
City/Town of

Form 11 - Soil Suitability Assessment for On-Site Sewage Disposal

C. On-Site Review (*minimum of two holes required at every proposed primary and reserve disposal area*)

Deep Observation Hole Number: 1 Hole # 11/19/21 Date 8:00 am Time Sunny Weather 42.3946 Latitude 71.4534 Longitude:
 1. Land Use Residential (e.g., woodland, agricultural field, vacant lot, etc.) Short Grass Vegetation None Surface Stones (e.g., cobbles, stones, boulders, etc.) 0-2 Slope (%)

Description of Location: _____

2. Soil Parent Material: Glacial Outwash Outwash Terrace Landform SU Position on Landscape (SU, SH, BS, FS, TS)

3. Distances from: Open Water Body >200 feet Drainage Way >200 feet Wetlands >100 feet
 Property Line >10 feet Drinking Water Well >100 feet Other _____ feet

4. Unsuitable Materials Present: Yes No If Yes: Disturbed Soil Fill Material Weathered/Fractured Rock Bedrock

5. Groundwater Observed: Yes No If yes: _____ Depth Weeping from Pit _____ Depth Standing Water in Hole

Soil Log

Depth (in)	Soil Horizon /Layer	Soil Texture (USDA)	Soil Matrix: Color-Moist (Munsell)	Redoximorphic Features			Coarse Fragments % by Volume		Soil Structure	Soil Consistence (Moist)	Other
				Depth	Color	Percent	Gravel	Cobbles & Stones			
0-28	Fill	SL							granular	friable	
28-31	Ab	SL	10YR2/2						granular	firable	
31-42	Bw	LS	10YR4/6				0-5		massive	loose	
42-110+	C	S	2.5Y6/4				0-5		massive	loose	

Additional Notes:



Commonwealth of Massachusetts
City/Town of

Form 11 - Soil Suitability Assessment for On-Site Sewage Disposal

C. On-Site Review (*minimum of two holes required at every proposed primary and reserve disposal area*)

Deep Observation Hole Number: 2 11/19/21 8:20 am Sunny 42.3946 71.4534
Hole # Date Time Weather Latitude Longitude:

1. Land Use: Residential Short Grass None 0-2
(e.g., woodland, agricultural field, vacant lot, etc.) Vegetation Surface Stones (e.g., cobbles, stones, boulders, etc.) Slope (%)

Description of Location: Front yard of residence of #8 Oakwood Ave

2. Soil Parent Material: Glacial Outwash Outwash Terrace SU
Landform Position on Landscape (SU, SH, BS, FS, TS)

3. Distances from: Open Water Body >200 feet Drainage Way >200 feet Wetlands >100 feet
Property Line >10 feet Drinking Water Well >100 feet Other _____ feet

4. Unsuitable Materials Present: Yes No If Yes: Disturbed Soil Fill Material Weathered/Fractured Rock Bedrock

5. Groundwater Observed: Yes No If yes: _____ Depth Weeping from Pit _____ Depth Standing Water in Hole

Soil Log

Depth (in)	Soil Horizon /Layer	Soil Texture (USDA)	Soil Matrix: Color-Moist (Munsell)	Redoximorphic Features			Coarse Fragments % by Volume		Soil Structure	Soil Consistence (Moist)	Other
				Depth	Color	Percent	Gravel	Cobbles & Stones			
0-14	Ap	SL	10YR2/2						granular	friable	
14-34	Bw	LS	10YR4/6						massive	loose	
34-112+	C	S	2.5Y6/4						massive	loose	

Additional Notes:



Form 11 - Soil Suitability Assessment for On-Site Sewage Disposal

D. Determination of High Groundwater Elevation

- | | | |
|--|-------------------|-------------------|
| 1. Method Used: | Obs. Hole # _____ | Obs. Hole # _____ |
| <input type="checkbox"/> Depth observed standing water in observation hole | _____ inches | _____ inches |
| <input type="checkbox"/> Depth weeping from side of observation hole | _____ inches | _____ inches |
| <input type="checkbox"/> Depth to soil redoximorphic features (mottles) | _____ inches | _____ inches |
| <input type="checkbox"/> Depth to adjusted seasonal high groundwater (S_h)
(USGS methodology) | _____ inches | _____ inches |

_____ Index Well Number

_____ Reading Date

$$S_h = S_c - [S_r \times (OW_c - OW_{max}) / OW_r]$$

Obs. Hole/Well# _____ S_c _____ S_r _____ OW_c _____ OW_{max} _____ OW_r _____ S_h _____

2. Estimated Depth to High Groundwater: 110 inches

E. Depth of Pervious Material

1. Depth of Naturally Occurring Pervious Material

a. Does at least four feet of naturally occurring pervious material exist in all areas observed throughout the area proposed for the soil absorption system?

Yes No

b. If yes, at what depth was it observed (exclude A and O Horizons)?

Upper boundary: 42 inches Lower boundary: 110 inches

c. If no, at what depth was impervious material observed?

Upper boundary: _____ inches Lower boundary: _____ inches



Form 11 - Soil Suitability Assessment for On-Site Sewage Disposal

F. Certification

I certify that I am currently approved by the Department of Environmental Protection pursuant to 310 CMR 15.017 to conduct soil evaluations and that the above analysis has been performed by me consistent with the required training, expertise and experience described in 310 CMR 15.017. I further certify that the results of my soil evaluation, as indicated in the attached Soil Evaluation Form, are accurate and in accordance with 310 CMR 15.100 through 15.107.

_____ Signature of Soil Evaluator	11/22/21 Date
Russell Tedford / SE#14372 Typed or Printed Name of Soil Evaluator / License #	7/1/2022 Expiration Date of License
Robert Lazo Name of Approving Authority Witness	Sudbury Health Department Approving Authority

Note: In accordance with 310 CMR 15.018(2) this form must be submitted to the approving authority within 60 days of the date of field testing, and to the designer and the property owner with [Percolation Test Form 12](#).

Field Diagrams: Use this area for field diagrams:



Commonwealth of Massachusetts
 City/Town of
Percolation Test
 Form 12

Percolation test results must be submitted with the Soil Suitability Assessment for On-site Sewage Disposal. DEP has provided this form for use by local Boards of Health. Other forms may be used, but the information must be substantially the same as that provided here. Before using this form, check with the local Board of Health to determine the form they use.

Important: When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



A. Site Information

Sudbury Housing Department
 Owner Name
 8 Oakwood Avenue
 Street Address or Lot #
 Sudbury MA 01776
 City/Town State Zip Code
 978-443-51112
 Telephone Number
 Contact Person (if different from Owner)

B. Test Results

	11/19/21	9:30 am		
	Date	Time	Date	Time
Observation Hole #	1			
Depth of Perc	52"			
Start Pre-Soak	9:45am			
End Pre-Soak	Did Not Prep			
Time at 12"				
Time at 9"				
Time at 6"				
Time (9"-6")				
Rate (Min./Inch)	< 2			
	Test Passed: <input checked="" type="checkbox"/>		Test Passed: <input type="checkbox"/>	
	Test Failed: <input type="checkbox"/>		Test Failed: <input type="checkbox"/>	

Russell Tedford
 Test Performed By:
 Robert Lazo
 Board of Health Witness

Comments:
 25 gallons of water poured into P-1, did not maintain 12" level.



Form 11 - Soil Suitability Assessment for On-Site Sewage Disposal

A. Facility Information

Sudbury Housing Authority

Owner Name

9 Richard Ave

Street Address

Sudbury

City

MA

State

Map G06, Lot 558

Map/Lot #

01776

Zip Code

B. Site Information

1. (Check one) New Construction Upgrade Repair

2. Soil Survey Available? Yes No If yes:

NRCS
Source

255B
Soil Map Unit

Windsor Loamy Sand

Soil Name

N/A

Soil Limitations

Loose Sandy glaciofluvial deposits

Soil Parent material

Outwash Plain

Landform

3. Surficial Geological Report Available? Yes No

If yes: 2018/ Stone & Stone
Year Published/Source

Coarse Deposits
Map Unit

Gravel, sand and gravel, and sand deposits

Description of Geologic Map Unit:

4. Flood Rate Insurance Map Within a regulatory floodway? Yes No

5. Within a velocity zone? Yes No

6. Within a Mapped Wetland Area? Yes No

If yes, MassGIS Wetland Data Layer:

Wetland Type

7. Current Water Resource Conditions (USGS):

11/21/2021

Month/Day/ Year

Range: Above Normal

Normal

Below Normal

8. Other references reviewed:

Located in a IWPA Zone II according to MassGIS Oliver Online Maps



Form 11 - Soil Suitability Assessment for On-Site Sewage Disposal

C. On-Site Review *(minimum of two holes required at every proposed primary and reserve disposal area)*

Deep Observation Hole Number: 7 Hole # 11/19/21 Date 1:30m Time Sunny Weather 42.3894 Latitude 71.4374 Longitude:
 1. Land Use Residential (e.g., woodland, agricultural field, vacant lot, etc.) Short Grass Vegetation None Surface Stones (e.g., cobbles, stones, boulders, etc.) 0-2 Slope (%)

Description of Location: _____

2. Soil Parent Material: Glacial Outwash Outwash Plain Landform BS Position on Landscape (SU, SH, BS, FS, TS)

3. Distances from: Open Water Body >200 feet Drainage Way >200 feet Wetlands >100 feet
 Property Line >10 feet Drinking Water Well >100 feet Other _____ feet

4. Unsuitable Materials Present: Yes No If Yes: Disturbed Soil Fill Material Weathered/Fractured Rock Bedrock

5. Groundwater Observed: Yes No If yes: 96" Depth Weeping from Pit _____ Depth Standing Water in Hole

Soil Log

Depth (in)	Soil Horizon /Layer	Soil Texture (USDA)	Soil Matrix: Color-Moist (Munsell)	Redoximorphic Features			Coarse Fragments % by Volume		Soil Structure	Soil Consistence (Moist)	Other
				Depth	Color	Percent	Gravel	Cobbles & Stones			
0-14	Ap	SL	10YR2/2						granular	friable	
14-24	Bw	LS	10YR4/6						granular	firable	
24-104+	C	S	2.5Y6/4				0-5		massive	loose	Fine Sand

Additional Notes:



**Commonwealth of Massachusetts
City/Town of**

Form 11 - Soil Suitability Assessment for On-Site Sewage Disposal

C. On-Site Review (*minimum of two holes required at every proposed primary and reserve disposal area*)

Deep Observation Hole Number: 8 Hole # 11/19/21 Date 2:00 pm Time Sunny Weather 42.3946 Latitude 71.4534 Longitude:

1. Land Use: Residential (e.g., woodland, agricultural field, vacant lot, etc.) Short Grass Vegetation None Surface Stones (e.g., cobbles, stones, boulders, etc.) 0-2 Slope (%)

Description of Location: Rear yard of residence of #9 Richard Ave.

2. Soil Parent Material: Glacial Outwash Landform Outwash Plain Landform SU Position on Landscape (SU, SH, BS, FS, TS)

3. Distances from: Open Water Body >200 feet Drainage Way >200 feet Wetlands >100 feet
Property Line >10 feet Drinking Water Well >100 feet Other _____ feet

4. Unsuitable Materials Present: Yes No If Yes: Disturbed Soil Fill Material Weathered/Fractured Rock Bedrock

5. Groundwater Observed: Yes No If yes: _____ Depth Weeping from Pit _____ Depth Standing Water in Hole

Soil Log

Depth (in)	Soil Horizon /Layer	Soil Texture (USDA)	Soil Matrix: Color-Moist (Munsell)	Redoximorphic Features			Coarse Fragments % by Volume		Soil Structure	Soil Consistence (Moist)	Other
				Depth	Color	Percent	Gravel	Cobbles & Stones			
0-9	Ap	SL	10YR2/2						granular	friable	
9-24	Bw	LS	10YR4/6						massive	loose	
24-98+	C	S	2.5Y5/6	60	10R5/8	5	0-5		massive	loose	Fine Sand

Additional Notes:



Form 11 - Soil Suitability Assessment for On-Site Sewage Disposal

D. Determination of High Groundwater Elevation

- | | | |
|---|----------------------|----------------------|
| 1. Method Used: | Obs. Hole # <u>7</u> | Obs. Hole # <u>8</u> |
| <input type="checkbox"/> Depth observed standing water in observation hole | _____ inches | _____ inches |
| <input checked="" type="checkbox"/> Depth weeping from side of observation hole | <u>96</u> inches | _____ inches |
| <input checked="" type="checkbox"/> Depth to soil redoximorphic features (mottles) | _____ inches | <u>60</u> inches |
| <input type="checkbox"/> Depth to adjusted seasonal high groundwater (S_h) (USGS methodology) | _____ inches | _____ inches |

_____ Index Well Number

_____ Reading Date

$$S_h = S_c - [S_r \times (OW_c - OW_{max}) / OW_r]$$

Obs. Hole/Well# _____ S_c _____ S_r _____ OW_c _____ OW_{max} _____ OW_r _____ S_h _____

2. Estimated Depth to High Groundwater: 60 inches

E. Depth of Pervious Material

1. Depth of Naturally Occurring Pervious Material

a. Does at least four feet of naturally occurring pervious material exist in all areas observed throughout the area proposed for the soil absorption system?

Yes No

b. If yes, at what depth was it observed (exclude A and O Horizons)?

Upper boundary: 13 inches Lower boundary: 104 inches

c. If no, at what depth was impervious material observed?

Upper boundary: _____ inches Lower boundary: _____ inches



Form 11 - Soil Suitability Assessment for On-Site Sewage Disposal

F. Certification

I certify that I am currently approved by the Department of Environmental Protection pursuant to 310 CMR 15.017 to conduct soil evaluations and that the above analysis has been performed by me consistent with the required training, expertise and experience described in 310 CMR 15.017. I further certify that the results of my soil evaluation, as indicated in the attached Soil Evaluation Form, are accurate and in accordance with 310 CMR 15.100 through 15.107.

_____ Signature of Soil Evaluator	11/22/21 Date
Russell Tedford / SE#14372 Typed or Printed Name of Soil Evaluator / License #	7/1/2022 Expiration Date of License
Robert Lazo Name of Approving Authority Witness	Sudbury Health Department Approving Authority

Note: In accordance with 310 CMR 15.018(2) this form must be submitted to the approving authority within 60 days of the date of field testing, and to the designer and the property owner with [Percolation Test Form 12](#).

Field Diagrams: Use this area for field diagrams:



Commonwealth of Massachusetts
 City/Town of
Percolation Test
 Form 12

Percolation test results must be submitted with the Soil Suitability Assessment for On-site Sewage Disposal. DEP has provided this form for use by local Boards of Health. Other forms may be used, but the information must be substantially the same as that provided here. Before using this form, check with the local Board of Health to determine the form they use.

Important: When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



A. Site Information

Sudbury Housing Department

Owner Name

9 Richard Avenue

Street Address or Lot #

Sudbury

City/Town

MA

State

01776

Zip Code

978-443-51112

Telephone Number

Contact Person (if different from Owner)

B. Test Results

	11/19/21	1:50 am		
	Date	Time	Date	Time
Observation Hole #	7			
Depth of Perc	38"			
Start Pre-Soak	1:53			
End Pre-Soak	2:08			
Time at 12"	2:08			
Time at 9"	2:09			
Time at 6"	2:11			
Time (9"-6")	2 minutes			
Rate (Min./Inch)	< 2			

Test Passed:
 Test Failed:

Test Passed:
 Test Failed:

Russell Tedford

Test Performed By:

Robert Lazo

Board of Health Witness

Comments:



Commonwealth of Massachusetts
City/Town of

Form 11 - Soil Suitability Assessment for On-Site Sewage Disposal

A. Facility Information

Sudbury Housing Authority

Owner Name

21 Great Lakes Road

Street Address

Sudbury

City

MA

State

Map F04, Lot 601

Map/Lot #

01776

Zip Code

B. Site Information

1. (Check one) New Construction Upgrade Repair

2. Soil Survey Available? Yes No If yes:

NRCS
Source

626B
Soil Map Unit

Merrimac Urban Land Complex

Soil Name

N/A

Soil Limitations

Stratified gravel to gravelly sand

Soil Parent material

Outwash Terrace

Landform

3. Surficial Geological Report Available? Yes No

If yes: 2018/ Stone & Stone
Year Published/Source

Coarse Deposits
Map Unit

Gravel, sand and gravel, and sand deposits

Description of Geologic Map Unit:

4. Flood Rate Insurance Map Within a regulatory floodway? Yes No

5. Within a velocity zone? Yes No

6. Within a Mapped Wetland Area? Yes No

If yes, MassGIS Wetland Data Layer:

Wetland Type

7. Current Water Resource Conditions (USGS): 11/21/2021
Month/Day/ Year

Range: Above Normal Normal Below Normal

8. Other references reviewed:



Commonwealth of Massachusetts
City/Town of

Form 11 - Soil Suitability Assessment for On-Site Sewage Disposal

C. On-Site Review (*minimum of two holes required at every proposed primary and reserve disposal area*)

Deep Observation Hole Number: 5 Hole # 11/19/21 Date 10:25 am Time Sunny Weather 42.3940 Latitude 71.4565 Longitude:
 1. Land Use Residential (e.g., woodland, agricultural field, vacant lot, etc.) Short Grass Vegetation None Surface Stones (e.g., cobbles, stones, boulders, etc.) 0-2 Slope (%)

Description of Location: _____

2. Soil Parent Material: Glacial Outwash Outwash Terrace Landform SU Position on Landscape (SU, SH, BS, FS, TS)

3. Distances from: Open Water Body >200 feet Drainage Way >200 feet Wetlands >100 feet
 Property Line >10 feet Drinking Water Well >100 feet Other _____ feet

4. Unsuitable Materials Present: Yes No If Yes: Disturbed Soil Fill Material Weathered/Fractured Rock Bedrock

5. Groundwater Observed: Yes No If yes: _____ Depth Weeping from Pit _____ Depth Standing Water in Hole

Soil Log

Depth (in)	Soil Horizon /Layer	Soil Texture (USDA)	Soil Matrix: Color-Moist (Munsell)	Redoximorphic Features			Coarse Fragments % by Volume		Soil Structure	Soil Consistence (Moist)	Other
				Depth	Color	Percent	Gravel	Cobbles & Stones			
0-14	Ap	SL	10YR2/2						granular	friable	
14-34	Bw	LS	10YR4/6						granular	firable	
34-84	C	S	2.5Y5/6				10-15	0-5	massive	loose	Coarse Sand
84-112+	2C	S	2.5Y6/4				0-5		massive	loose	Fine Sand

Additional Notes:



Commonwealth of Massachusetts
City/Town of

Form 11 - Soil Suitability Assessment for On-Site Sewage Disposal

C. On-Site Review (*minimum of two holes required at every proposed primary and reserve disposal area*)

Deep Observation Hole Number: 6 11/19/21 10:50 am Sunny 42.3946 71.4534
Hole # Date Time Weather Latitude Longitude:

1. Land Use: Residential Short Grass None 0-2
(e.g., woodland, agricultural field, vacant lot, etc.) Vegetation Surface Stones (e.g., cobbles, stones, boulders, etc.) Slope (%)

Description of Location: Front yard of residence of #21 Great Lakes Road

2. Soil Parent Material: Glacial Outwash Outwash Terrace SU
Landform Position on Landscape (SU, SH, BS, FS, TS)

3. Distances from: Open Water Body >200 feet Drainage Way >200 feet Wetlands >100 feet
 Property Line >10 feet Drinking Water Well >100 feet Other feet

4. Unsuitable Materials Present: Yes No If Yes: Disturbed Soil Fill Material Weathered/Fractured Rock Bedrock

5. Groundwater Observed: Yes No If yes: Depth Weeping from Pit Depth Standing Water in Hole

Soil Log

Depth (in)	Soil Horizon /Layer	Soil Texture (USDA)	Soil Matrix: Color-Moist (Munsell)	Redoximorphic Features			Coarse Fragments % by Volume		Soil Structure	Soil Consistence (Moist)	Other
				Depth	Color	Percent	Gravel	Cobbles & Stones			
0-13	Ap	SL	10YR2/2						granular	friable	
13-34	Bw	LS	10YR4/6						massive	loose	
34-84	C	S	2.5Y5/6				10-15	0-5	massive	loose	Coarse Sand
84-110+	2C	S	2.5Y6/4				0-5		massive	loose	Fine Sand

Additional Notes:



Form 11 - Soil Suitability Assessment for On-Site Sewage Disposal

D. Determination of High Groundwater Elevation

- | | | |
|--|-------------------|-------------------|
| 1. Method Used: | Obs. Hole # _____ | Obs. Hole # _____ |
| <input type="checkbox"/> Depth observed standing water in observation hole | _____ inches | _____ inches |
| <input type="checkbox"/> Depth weeping from side of observation hole | _____ inches | _____ inches |
| <input type="checkbox"/> Depth to soil redoximorphic features (mottles) | _____ inches | _____ inches |
| <input type="checkbox"/> Depth to adjusted seasonal high groundwater (S_h)
(USGS methodology) | _____ inches | _____ inches |

_____ Index Well Number

_____ Reading Date

$$S_h = S_c - [S_r \times (OW_c - OW_{max}) / OW_r]$$

Obs. Hole/Well# _____ S_c _____ S_r _____ OW_c _____ OW_{max} _____ OW_r _____ S_h _____

2. Estimated Depth to High Groundwater: 112 inches

E. Depth of Pervious Material

1. Depth of Naturally Occurring Pervious Material

a. Does at least four feet of naturally occurring pervious material exist in all areas observed throughout the area proposed for the soil absorption system?

Yes No

b. If yes, at what depth was it observed (exclude A and O Horizons)?

Upper boundary: 13 inches Lower boundary: 112 inches

c. If no, at what depth was impervious material observed?

Upper boundary: _____ inches Lower boundary: _____ inches



Form 11 - Soil Suitability Assessment for On-Site Sewage Disposal

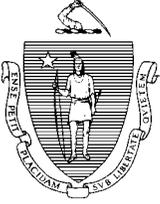
F. Certification

I certify that I am currently approved by the Department of Environmental Protection pursuant to 310 CMR 15.017 to conduct soil evaluations and that the above analysis has been performed by me consistent with the required training, expertise and experience described in 310 CMR 15.017. I further certify that the results of my soil evaluation, as indicated in the attached Soil Evaluation Form, are accurate and in accordance with 310 CMR 15.100 through 15.107.

_____ Signature of Soil Evaluator	11/22/21 Date
Russell Tedford / SE#14372 Typed or Printed Name of Soil Evaluator / License #	7/1/2022 Expiration Date of License
Robert Lazo Name of Approving Authority Witness	Sudbury Health Department Approving Authority

Note: In accordance with 310 CMR 15.018(2) this form must be submitted to the approving authority within 60 days of the date of field testing, and to the designer and the property owner with [Percolation Test Form 12](#).

Field Diagrams: Use this area for field diagrams:



Commonwealth of Massachusetts
 City/Town of
Percolation Test
 Form 12

Percolation test results must be submitted with the Soil Suitability Assessment for On-site Sewage Disposal. DEP has provided this form for use by local Boards of Health. Other forms may be used, but the information must be substantially the same as that provided here. Before using this form, check with the local Board of Health to determine the form they use.

Important: When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



A. Site Information

Sudbury Housing Department

Owner Name

21 Great Lakes Road

Street Address or Lot #

Sudbury

City/Town

MA

State

01776

Zip Code

978-443-5112

Telephone Number

Contact Person (if different from Owner)

B. Test Results

11/19/21

Date

11:05 am

Time

Date

Time

Observation Hole #

See Comments

Depth of Perc

Start Pre-Soak

End Pre-Soak

Time at 12"

Time at 9"

Time at 6"

Time (9"-6")

Rate (Min./Inch)

< 2

Test Passed:



Test Failed:



Test Passed:



Test Failed:



Russell Tedford

Test Performed By:

Robert Lazo

Board of Health Witness

Comments:

Based on consistency of soils between 8 Oakwood Ave, 2 Beechwood Ave, and 21 Great Lakes Rd. no percilation test was ran for this and a < 2 mpi was agreed upon.

APPENDIX IV.
Standard SHA Contract for Design Services

DRAFT AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

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

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

« »
« »
« »
« »

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

« »
« »
« »
« »

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

« »
« »
« »

The Owner and Architect agree as follows.

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

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

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This 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 Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

« »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

« »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

« »

.2 Construction commencement date:

« »

.3 Substantial Completion date or dates:

« »

.4 Other milestone dates:

« »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

« »

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

« »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

« »
« »
« »
« »
« »
« »

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

« »

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

« »« »
« »
« »
« »
« »

.2 Civil Engineer:

<< >><< >>
<< >>
<< >>
<< >>
<< >>

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

<< >>

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

<< >>
<< >>
<< >>
<< >>
<< >>
<< >>

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

<< >><< >>
<< >>
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.2 Mechanical Engineer:

<< >><< >>
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.3 Electrical Engineer:

<< >><< >>
<< >>
<< >>
<< >>
<< >>

§ 1.1.11.2 Consultants retained under Supplemental Services:

<< >>

§ 1.1.12 Other Initial Information on which the Agreement is based:

<< >>

§ 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. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, 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.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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

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

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

§ 2.5 The Architect shall maintain the following insurance until termination of this 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 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than « » (\$ « ») for each occurrence and « » (\$ « ») in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than « » (\$ « ») 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.

§ 2.5.3 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 2.5.1 and 2.5.2, 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.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.2 Conceptual Design Phase Services

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

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

§ 3.2.3 The Architect shall thoroughly review the requirements of the RFP, collect and study all available drawings, reports, maintenance reports, and other existing data pertaining to the Project. The Architect shall visit the site and

become familiar with existing conditions as they relate to the scope. If applicable, the Architect will survey residents and interview Owner staff. The Architect shall consider zoning regulations and building codes and regulations such as those related to accessibility, funding requirements such as Massachusetts Executive Office of Housing and Livable Communities (EOHLC) design standards, existing drawings and specifications, and such other information as may be set forth in the RFP.

§ 3.2.4 Upon the review of existing site conditions and drawings, zoning regulations and building codes, the Architect shall then prepare a formal “Conceptual Design Report” which assesses the feasibility of new construction to replace existing units and the addition of new units at the sites for Owner review. Once the Owner reviews and is in agreement with the Report, the Architect shall finalize the Conceptual Design Report. The Conceptual Design Report will satisfy at least the following minimum requirements:

- .1 Analyze and describe the feasibility of new buildings design;
- .2 Analyze and summarize State codes and/or contemporary design and construction standards, including, without limitation accessibility codes and standard engineering practices as they relate to the scope of the proposed design concepts;
- .3 Analyze and summarize zoning regulations that will impact the development of the project. Provide a description of zoning constraints and opportunities, implications of the permitting process associated with a comprehensive zoning variance process, highlighting areas that require additional research;
- .4 Prepare, present, and revise three conceptual design options that include the following elements: site plan, building floor plans, and a combination of study models, perspective sketched or digital representations.

§ 3.3 Schematic Design Phase Services

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

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

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner’s approval, three preliminary design options for each element of the project illustrating the scale and relationship of the Project components. These design options will iterate on and refine the selected design from the Conceptual Design Phase. The preliminary design options shall provide a basic understanding of at least the site plan, landscaping plan, floor plates, unit layouts, materials, and systems

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

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner’s program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

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

§ 3.3.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.4 Design Development Phase Services

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

§ 3.4.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

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

§ 3.5.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.6 Procurement Phase Services

§ 3.6.1 General

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

§ 3.6.2 Competitive Bidding

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

§ 3.6.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.6.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6.3 Negotiated Proposals

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

§ 3.6.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.6.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.7 Construction Phase Services

§ 3.7.1 General

§ 3.7.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 3.7.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.7.2 Evaluations of the Work

§ 3.7.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of

the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

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

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

§ 3.7.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.7.3 Certificates for Payment to Contractor

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

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

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

§ 3.7.4 Submittals

§ 3.7.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.7.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The

Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

§ 3.7.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.7.5 Changes in the Work

§ 3.7.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.7.6 Project Completion

§ 3.7.6.1 The Architect shall:

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

§ 3.7.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.7.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. 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 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect’s coordination of the Owner’s consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 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 of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following 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 for Cost of the Work, 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 timely manner or any other 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 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;

- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

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

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

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

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

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

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

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

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

§ 5.15 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.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the

Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official

regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 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 this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

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

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American

Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of 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.

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

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

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

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

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, 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:

« »

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

« »

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

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, 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 this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information 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 10.8.

§ 10.9 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.

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

« »

.2 Percentage Basis
(Insert percentage value)

« » (« ») % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

« »

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« »

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

« »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « » percent (« »%), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

« »

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

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

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants 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)

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

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

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

« »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « » (\$ « ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

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

%

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

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

- .2 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

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

This 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)

TEL
BY
D

APPENDIX IV.II.
E203-2013 Digital Data Exhibit



AIA[®]

Document E203[™] – 2013

Building Information Modeling and Digital Data Exhibit

This Exhibit dated the _____ day of _____ in the year _____ is incorporated into the agreement (the “Agreement”) between the Parties for the following Project:
(Name and location or address of the Project)

..

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS**
- 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA**
- 3 DIGITAL DATA PROTOCOLS**
- 4 BUILDING INFORMATION MODELING PROTOCOLS**
- 5 SPECIAL TERMS AND CONDITIONS**

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit provides for the establishment of protocols for the development, use, transmission, and exchange of Digital Data for the Project. If Building Information Modeling will be utilized, this Exhibit also provides for the establishment of the protocols necessary to implement the use of Building Information Modeling on the Project, including protocols that establish the expected Level of Development for Model Elements at various milestones of the Project, and the associated Authorized Uses of the Building Information Models.

§ 1.2 The Parties agree to incorporate this Exhibit into their agreements with any other Project Participants that may develop or make use of Digital Data on the Project. Prior to transmitting or allowing access to Digital Data, a Party may require any Project Participant to provide reasonable evidence that it has incorporated this Exhibit into its agreement for the Project, and agreed to the most recent Project specific versions of AIA Document G201[™]–2013, Project Digital Data Protocol Form and AIA Document G202[™]–2013, Project Building Information Modeling Protocol Form.

§ 1.2.1 The Parties agree that each of the Project Participants utilizing Digital Data on the Project is an intended third party beneficiary of the Section 1.2 obligation to incorporate this Exhibit into agreements with other Project Participants, and any rights and defenses associated with the enforcement of that obligation. This Exhibit does not create any third-party beneficiary rights other than those expressly identified in this Section 1.2.1.

§ 1.3 Adjustments to the Agreement

§ 1.3.1 If a Party believes that protocols established pursuant to Sections 3.2 or 4.5, and memorialized in AIA Documents G201–2013 and G202–2013, will result in a change in the Party’s scope of work or services warranting an adjustment in compensation, contract sum, schedule or contract time, the Party shall notify the other Party. Failure to provide notice as required in this Section 1.3 shall result in a Party’s waiver of any claims for adjustments in compensation, contract sum, schedule or contract time as a result of the established protocols.

§ 1.3.2 Upon such notice, the Parties shall discuss and negotiate revisions to the protocols or discuss and negotiate any adjustments in compensation, contract sum, schedule or contract time in accordance with the terms of the Agreement.

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

This document is intended to be incorporated into an agreement between the Parties and used in conjunction with AIA Documents G201[™]–2013, Project Digital Data Protocol Form, and G202[™]–2013, Project Building Information Modeling Protocol Form. It is anticipated that other Project Participants will incorporate a project specific E203–2013 into their agreements, and that the Parties and other Project Participants will set forth the agreed-upon protocols in AIA Documents G201–2013 and G202–2013.

§ 1.3.3 Notice required under this Section 1.3 shall be provided within thirty days of receipt of the protocols, unless otherwise indicated below:

(If the Parties require a notice period other than thirty days of receipt of the protocols, indicate the notice period below.)

§ 1.4 Definitions

§ 1.4.1 **Building Information Model.** A Building Information Model is a digital representation of the Project, or a portion of the Project, and is referred to in this Exhibit as the “Model,” which term may be used herein to describe a Model Element, a single model or multiple models used in the aggregate, as well as other data sets identified in AIA Document G202–2013, Project Building Information Modeling Protocol Form.

§ 1.4.2 **Building Information Modeling.** Building Information Modeling or Modeling means the process used to create the Model.

§ 1.4.3 **Model Element.** A Model Element is a portion of the Model representing a component, system or assembly within a building or building site.

§ 1.4.4 **Level of Development.** The Level of Development (LOD) describes the minimum dimensional, spatial, quantitative, qualitative, and other data included in a Model Element to support the Authorized Uses associated with such LOD.

§ 1.4.5 **Authorized Uses.** The term “Authorized Uses” refers to the permitted uses of Digital Data authorized in the Digital Data and/or Building Information Modeling protocols established pursuant to the terms of this Exhibit.

§ 1.4.6 **Model Element Author.** The Model Element Author is the entity (or individual) responsible for managing and coordinating the development of a specific Model Element to the LOD required for an identified Project milestone, regardless of who is responsible for providing the content in the Model Element. Model Element Authors are to be identified in Section 3.3, Model Element Table, of AIA Document G202–2013.

§ 1.4.7 **Digital Data.** Digital Data is information, including communications, drawings, specifications and designs, created or stored for the Project in digital form. Unless otherwise stated, the term Digital Data includes the Model.

§ 1.4.8 **Confidential Digital Data.** Confidential Digital Data is Digital Data containing confidential or business proprietary information that the transmitting party designates and clearly marks as “confidential.”

§ 1.4.9 **Written or In Writing.** In addition to any definition in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, “written” or “in writing” shall mean any communication prepared and sent using a transmission method set forth in this Exhibit, or the protocols developed pursuant to this Exhibit, that permits the recipient to print the communication.

§ 1.4.10 **Written Notice.** In addition to any terms in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, “written notice” shall be deemed to have been duly served if transmitted electronically to an address provided in this Exhibit or the Agreement using a transmission method set forth in this Exhibit that permits the recipient to print the communication.

§ 1.4.11 **Party and Parties.** The terms “Party” and “Parties” refer to the signing parties to the Agreement.

§ 1.4.12 **Project Participant.** A Project Participant is an entity (or individual) providing services, work, equipment or materials on the Project and includes the Parties.

ARTICLE 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the Party transmitting Digital Data to the Party receiving Digital Data that the transmitting Party is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data for its use on the Project in accordance with the Authorized Uses of Digital Data established pursuant to the terms of this Exhibit.

§ 2.2 If a Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Party receiving such Confidential Digital Data that the transmitting Party is authorized to transmit the Confidential Digital Data. If a Party receives Confidential Digital Data, the receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 2.2.1.

§ 2.2.1 The receiving Party may disclose Confidential Digital Data 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 receiving Party may also disclose the Confidential Digital Data 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 Confidential Digital Data as set forth in this Exhibit.

§ 2.3 By transmitting Digital Data, the transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the receiving Party’s right to use, modify, or further transmit Digital Data is specifically limited to designing, constructing, using, maintaining, altering and adding to the Project consistent with the terms of this Exhibit, and nothing contained in this Exhibit conveys any other right to use the Digital Data.

§ 2.4 Where a provision in this Article 2 conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Article 2 shall prevail.

ARTICLE 3 DIGITAL DATA PROTOCOLS

§ 3.1 **Anticipated Types of Digital Data.** The anticipated types of Digital Data to be used on the Project are as follows: *(Indicate below the information on the Project that shall be created and shared in a digital format. If the Parties indicate that Building Information Modeling will be utilized on the Project, the Parties shall also complete Article 4.)*

Anticipated Digital Data	Applicability to the Project <i>(Indicate Applicable or Not Applicable)</i>	Location of Detailed Description <i>(Section 3.1.1 below or in an attachment to this exhibit and identified below)</i>
Project Agreements and Modifications		
Project communications		
Architect’s preconstruction submittals		
Contract Documents		
Contractor’s submittals		
Subcontractor’s submittals		
Modifications		
Project payment documents		
Notices and claims		
Building Information Modeling		

§ 3.1.1 Insert a detailed description of the anticipated Digital Data identified in Section 3.1, if not further described in an attachment to this Exhibit.

§ 3.2 As soon as practical following execution of the Agreement, the Parties shall further describe the uses of Digital Data, and establish necessary protocols governing the transmission and Authorized Uses of Digital Data, in consultation with the other Project Participants that are expected to utilize Digital Data on the Project.

§ 3.2.1 Unless another Project Participant is identified below, the Architect shall prepare and distribute to the other Project Participants Digital Data protocols for review, revision and approval. *(If a Project Participant other than the Architect shall be responsible for preparing draft and final Digital Data protocols, identify that Project Participant.)*

§ 3.2.2 The agreed upon Digital Data protocols shall be set forth in AIA Document G201–2013 and each Project Participant shall memorialize their agreement in writing to such Digital Data protocols.

§ 3.2.3 The Parties, together with the other Project Participants, shall review and, if necessary, revise the Digital Data protocols at appropriate intervals as required by the conditions of the Project.

§ 3.3 The Parties shall transmit, use, store and archive Digital Data in accordance with the Digital Data protocols set forth in the latest version of AIA Document G201–2013 agreed to by the Project Participants.

§ 3.4 Unauthorized Use

§ 3.4.1 Prior to Establishment of Digital Data Protocols

If a Party receives Digital Data prior to the agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, that Party is not authorized to use or rely on the Digital Data. Any use of, or reliance on, such Digital Data is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 3.4.2 Following Establishment of Digital Data Protocols

Following agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, if a Party uses Digital Data inconsistent with the Authorized Uses identified in the Digital Data protocols, that use shall be at the sole risk of the Party using the Digital Data.

§ 3.5 Digital Data Management

§ 3.5.1 Centralized electronic document management system use on the Project shall be:

(Check the appropriate box. If the Parties do not check one of the boxes below, the default selection shall be that the Parties will not utilize a centralized electronic document management system on the Project.)

- The Parties intend to use a centralized electronic document management system on the Project.
- The Parties do not intend to use a centralized electronic document management system on the Project.

§ 3.5.2 If the Project Participants intend to utilize a centralized electronic document management system on the Project, the Project Participants identified in Section 3.5.3 shall be responsible for managing and maintaining such system. The Project Participants responsible for managing and maintaining the centralized electronic document management system shall facilitate the establishment of protocols for transmission, use, storage and archiving of the centralized Digital Data and assist the Project Participants identified in Section 3.2.1 above in preparing Digital Data protocols. Upon agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, the Project Participants identified in Section 3.5.3 shall manage and maintain the centralized electronic document management system consistent with the management protocols set forth in the latest version of G201–2013 approved by the Project Participants.

§ 3.5.3 Unless responsibility is assigned to another Project Participant, the Architect shall be responsible for managing and maintaining the centralized electronic document management system. If the responsibility for management and maintenance will be assigned to another Project Participant at an identified Project milestone, indicate below the Project Participant who shall assume that responsibility, and the Project milestone.

(Identify the Project Participant responsible for management and maintenance only if the Parties intend to utilize a centralized electronic document management system on the Project.)

Responsible Project Participant

Project Milestone

ARTICLE 4 BUILDING INFORMATION MODELING PROTOCOLS

§ 4.1 If the Parties indicate in Section 3.1 that Building Information Modeling will be used on the Project, specify below the extent to which the Parties intend to utilize Building Information Modeling and identify the provisions of this Article 4 governing such use:

- The Parties shall utilize Building Information Modeling on the Project for the sole purpose of fulfilling the obligations set forth in the Agreement without an expectation that the Model will be relied upon by the other Project Participants. Unless otherwise agreed in writing, any use of, transmission of, or reliance

on the Model is at the receiving Party's sole risk. The remaining sections of this Article 4 shall have no force or effect.

- The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

§ 4.2 Anticipated Building Information Modeling Scope. Indicate below the portions of the Project for which Modeling will be used and the anticipated Project Participant responsible for that Modeling.

Project Portion for Modeling	Responsible Project Participant
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§ 4.3 Anticipated Model Authorized Uses. Indicate below the anticipated Authorized Uses of the Model for the Project, which Authorized Uses will be agreed upon by the Project Participants and further described for each LOD in G202–2013.

§ 4.4 Ancillary Modeling Activities. Indicate additional Modeling activities agreed upon by the Parties, but not to be included in AIA Document G202–2013, if any.

(Describe any Modeling activities, such as renderings, animations, performance simulations, or other similar use, including the anticipated amount and scope of any such Modeling activities.)

§ 4.5 Modeling protocols. As soon as practical following execution of the Agreement, the Parties shall, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, further describe the Authorized Uses of the Model and establish necessary protocols governing the development of the Model utilizing AIA Document G202–2013.

§ 4.5.1 The Modeling protocols shall address the following:

- .1 Identification of the Model Element Authors;
- .2 Definition of the various LOD for the Model Elements and the associated Authorized Uses for each defined LOD;
- .3 Identification of the required LOD of each Model Element at each identified Project milestone;
- .4 Identification of the construction classification systems to be used on the Project;
- .5 The process by which Project Participants will exchange and share the Model at intervals not reflected in Section 3.3, Model Element Table, of AIA Document G202–2013;
- .6 The process by which the Project Participants will identify, coordinate and resolve changes to the Model;
- .7 Details regarding any anticipated as-designed or as-constructed Authorized Uses for the Model, if required on the Project;
- .8 Anticipated Authorized Uses for facilities management or otherwise, following completion of the Project; and
- .9 Other topics to be addressed by the Modeling protocols: *(Identify additional topics to be addressed by the Modeling protocols.)*

§ 4.5.2 Unless responsibility is assigned to another Project Participant identified below, the Architect shall prepare and distribute Modeling protocols to the other Project Participants for review, revision and approval.

(If a Project Participant other than the Architect shall be responsible for preparing draft and final Modeling protocols, identify that Project Participant.)

§ 4.5.3 The agreed upon Modeling protocols shall be set forth in AIA Document G202–2013 and each Project Participant shall memorialize their agreement in writing to such Modeling protocols.

§ 4.5.4 The Parties, together with the other Project Participants, shall review, and if necessary, revise the Modeling protocols at appropriate intervals as required by the conditions of the Project.

§ 4.6 The Parties shall develop, use and rely on the Model in accordance with the Modeling protocols set forth in the latest version of AIA Document G202–2013, which document shall be included in or attached to the Model in a manner clearly accessible to the Project Participants.

§ 4.7 Unauthorized Use

§ 4.7.1 Prior to Establishment of Modeling protocols

If a Party receives any Model prior to the agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, that Party is not authorized to use, transmit, or rely on the Model. Any use, transmission or reliance is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 4.7.2 Following Establishment of Modeling protocols

Following agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, if a Party uses or relies on the Model inconsistent with the Authorized Uses identified in the Modeling protocols, such use or reliance shall be at the sole risk of the Party using or relying on the Model. A Party may rely on the Model Element only to the extent consistent with the minimum data required for the identified LOD, even if the content of a specific Model Element includes data that exceeds the minimum data required for the identified LOD.

§ 4.8 Model Management

§ 4.8.1 The requirements for managing the Model include the duties set forth in this Section 4.8. Unless assigned to another Project Participant, the Architect shall manage the Model from the inception of the Project. If the responsibility for Model management will be assigned to another Project Participant, or change at an identified Project milestone, indicate below the identity of the Project Participant who will assume that responsibility, and the Project milestone.

Responsible Project Participant

Project Milestone

§ 4.8.2 **Model Management Protocol Establishment.** The Project Participant responsible for managing the Model, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, shall facilitate the establishment and revision of Model management protocols, including the following:

- .1 Model origin point, coordinate system, precision, file formats and units
- .2 Model file storage location(s)
- .3 Processes for transferring and accessing Model files
- .4 Naming conventions
- .5 Processes for aggregating Model files from varying software platforms
- .6 Model access rights
- .7 Identification of design coordination and clash detection procedures.
- .8 Model security requirements
- .9 Other: *(Identify additional Model management protocols to be addressed.)*

§ 4.8.3 **Ongoing Responsibilities.** The Project Participant responsible for managing the Model shall do so consistent with the Model management protocols, which shall also include the following ongoing responsibilities:

- .1 Collect incoming Models:
 - .1 Coordinate submission and exchange of Models
 - .2 Create and maintain a log of Models received
 - .3 Review Model files for consistency with Sections 4.8.2.1 through 4.8.2.5
 - .4 Maintain a record copy of each Model file received
- .2 Aggregate Model files and make them available for Authorized Model Uses
- .3 Maintain Model Archives and backups consistent with the requirements of Section 4.8.4 below
- .4 Manage Model access rights
- .5 Other: *(Identify additional responsibilities.)*

§ 4.8.4 Model Archives. The individual or entity responsible for Model management as set forth in this Section 4.8 shall compile a Model Archive at the end of each Project milestone and shall preserve it without alteration as a record of Model completion as of that Project milestone.

§ 4.8.4.1 Additional Model Archive requirements, if any, are as follows:

§ 4.8.4.2 The procedures for storing and preserving the Model(s) upon final completion of the Project are as follows:

§ 4.9 Post Construction Model. The services associated with providing a Model for post construction use shall only be required if specifically designated in the table below as a Party’s responsibility.

(Designate below any anticipated post construction Model and related requirements, the Project Participant responsible for creating or adapting the Model to achieve such uses, and the location of a detailed description of the anticipated scope of services to create or adapt the Model as necessary to achieve such uses.)

Post Construction Model	Applicability to Project <i>(Applicable or Not Applicable)</i>	Responsible Project Participant	Location of Detailed Description of Requirements and Services <i>(Section 4.10 below or in an attachment to this exhibit and identified below)</i>
§ 4.9.1 Remodeling			
§ 4.9.2 Wayfinding and Mapping			
§ 4.9.3 Asset/FF & E Management			
§ 4.9.4 Energy Management			
§ 4.9.5 Space Management			
§ 4.9.6 Maintenance Management			

§ 4.10 Insert a detailed description of the requirements for each Post Construction Model identified in Section 4.9 and the anticipated services necessary to create each Post Construction Model, if not further described in an attachment to this Exhibit.

ARTICLE 5 OTHER TERMS AND CONDITIONS

Other terms and conditions related to the transmission and use of Digital Data are as follows:

APPENDIX IV.III.
E204-2017 Sustainable Project Exhibit



AIA[®] Document E204[™] – 2017

Sustainable Projects Exhibit

This Exhibit dated the ____ day of ____ in the year ____ is incorporated into the agreement (the “Agreement”) between the Parties for the following Project:
(Name and location or address of the Project)

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

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 ARCHITECT
- 3 CONTRACTOR
- 4 OWNER
- 5 CLAIMS AND DISPUTES
- 6 MISCELLANEOUS PROVISIONS
- 7 SPECIAL TERMS AND CONDITIONS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit provides for the establishment of the services of the Architect, the Work of the Contractor, and requirements and services of the Owner, where the Project includes achievement of a Sustainable Objective.

§ 1.2 Definitions

§ 1.2.1 Sustainable Objective

The Sustainable Objective is the Owner’s goal of incorporating Sustainable Measures into the design, construction, maintenance and operations of the Project to achieve a Sustainability Certification or other benefit to the environment, to enhance the health and well-being of building occupants, or to improve energy efficiency. The Sustainable Objective is identified in the Sustainability Plan.

§ 1.2.2 Sustainable Measure

A Sustainable Measure is a specific design or construction element, or post occupancy use, operation, maintenance or monitoring requirement that must be completed in order to achieve the Sustainable Objective. The Owner, Architect and Contractor shall each have responsibility for the Sustainable Measure(s) allocated to them in the Sustainability Plan.

§ 1.2.3 Sustainability Plan

The Sustainability Plan is a Contract Document that identifies and describes: the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner’s, Architect’s and Contractor’s roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project.

§ 1.2.4 Sustainability Certification

The Sustainability Certification is the initial third-party certification of sustainable design, construction, or environmental or energy performance, such as LEED[®], Green Globes[™], Energy Star or another rating or certification system, that may be designated as the Sustainable Objective or part of the Sustainable Objective for the Project. The term Sustainability Certification shall not apply to any recertification or certification occurring subsequent to the initial certification.

§ 1.2.5 Sustainability Documentation

The Sustainability Documentation includes all documentation related to the Sustainable Objective or to a specific Sustainable Measure that the Owner, Architect or Contractor is required to prepare in accordance with the Contract Documents. Responsibility for preparation of specific portions of the Sustainability Documentation will be allocated among the Owner, Architect and Contractor in the Sustainability Plan and may include documentation required by the Certifying Authority.

§ 1.2.6 Certifying Authority

The Certifying Authority is the entity that establishes criteria for achievement of a Sustainability Certification and is authorized to grant or deny a Sustainability Certification.

§ 1.3 Set forth below any incentive programs related to the Sustainable Objective the Owner intends to pursue, any deadlines for receiving the incentives, and any requirements related to the incentive programs that are applicable to the Architect or the performance of the Architect's services:

(Identify incentive programs the Owner intends to pursue and deadlines for submitting or applying for the incentive program.)

§ 1.4 The Parties agree to incorporate this Exhibit into the agreements with the project participants performing services or Work in any way associated with the Sustainable Objective.

ARTICLE 2 ARCHITECT

§ 2.1 Scope of Architect's Sustainability Services

The Architect shall provide the Sustainability Services described in this Article 2. The Architect's performance of the services set forth in this document is based upon the Initial Information included in the Owner-Architect Agreement.

§ 2.2 Sustainability Certification Agreements

If the anticipated Sustainable Objective set forth in the Initial Information includes a Sustainability Certification, the Architect shall provide the Owner with copies of all agreements required by the Certifying Authority to register the Project and pursue the Sustainability Certification. The Owner and Architect will review and confirm that the terms of those agreements are acceptable to the Owner before moving forward with the Sustainability Services under this Article 2. The Owner agrees to execute all documents required by the Certifying Authority to be executed by the Owner, including any documentation required to establish the authority of the Architect as an agent of the Owner, for the limited purpose of pursuing the Sustainability Certification.

§ 2.3 Sustainability Workshop

As soon as practicable, but not later than the conclusion of the Schematic Design Phase Services, the Architect shall conduct a Sustainability Workshop with the Owner, the Owner's consultants, and the Architect's consultants, during which the participants will: review and discuss potential Sustainability Certifications; establish the Sustainable Objective; discuss potential Sustainable Measures; examine strategies for implementation of the Sustainable Measures; and discuss the potential impact of the Sustainable Measures on the Project schedule, the Owner's program, and the Owner's budget for the Cost of the Work.

§ 2.4 Sustainability Plan Services

§ 2.4.1 Following the Sustainability Workshop, the Architect shall prepare a Sustainability Plan based on the Sustainable Objective and targeted Sustainable Measures.

§ 2.4.2 As part of the Architect's submission of the Schematic Design Documents in accordance with the Owner-Architect Agreement, the Architect shall submit the Sustainability Plan prepared in accordance with Section 2.4.1, to the Owner, and request the Owner's approval.

§ 2.4.3 As part of the Architect's submission of the Design Development Documents and Construction Documents in accordance with the Owner-Architect Agreement, the Architect shall advise the Owner of any adjustments to the Sustainability Plan, and request the Owner's approval.

§ 2.4.4 The Architect shall perform those Sustainable Measures identified as the responsibility of the Architect in the approved Sustainability Plan and any approved changes to the Sustainability Plan.

§ 2.4.5 Subject to Section 2.9.2, the Architect shall make adjustments to the Sustainability Plan as the design and construction of the Project progresses.

§ 2.5 Design Phases

§ 2.5.1 The Architect shall prepare Schematic Design Documents, Design Development Documents and Construction Documents that incorporate the Sustainable Measures identified in the Sustainability Plan, as appropriate.

§ 2.5.2 As part of the Sustainable Measures, the Project may require the use of materials and equipment that have had limited testing or verification of performance. The Architect may be unable to determine whether the materials or equipment will perform as represented by the manufacturer or supplier. The Architect shall discuss with the Owner the proposed use of such materials or equipment and potential effects on the Sustainable Objective that may occur if the materials or equipment fail to perform in accordance with the manufacturer's or supplier's representations. The Owner will render a written decision regarding the use of such materials or equipment in a timely manner. In the event the Owner elects to proceed with the use of such materials or equipment, the Architect shall be permitted to rely on the manufacturer's or supplier's representations and shall not be responsible for any damages arising from failure of the material or equipment to perform in accordance with the manufacturer's or supplier's representations.

§ 2.6 Construction Phase

§ 2.6.1 The Architect shall advise and consult with the Owner regarding the progress of the Project toward achievement of the Sustainable Measures. Based on site visits performed in accordance with the Owner-Architect Agreement and other information received from the Contractor, the Architect shall promptly notify the Owner of known deviations from the Contract Documents and defects or deficiencies in the Work that will affect the achievement of Sustainable Measures. The Architect shall meet with the Owner and Contractor to discuss remedies or, where appropriate, alternatives to achieve the Sustainable Measures.

§ 2.6.2 If the Architect determines that a proposed change in the Work would materially impact a Sustainable Measure or the Sustainable Objective, the Architect shall notify the Owner and, upon the Owner's written authorization, further investigate such change.

§ 2.6.3 At Substantial Completion, the Architect shall forward to the Owner all Sustainability Documentation prepared by the Contractor in accordance with the Contract Documents, except for Sustainability Documentation which by its nature must be completed after Substantial Completion.

§ 2.6.4 The Owner's payment of the Architect's final invoice does not relieve the Architect's obligation to fulfill its responsibilities related to achieving the Sustainable Objective.

§ 2.7 Project Registration and Submissions of Sustainability Documentation to the Certifying Authority

§ 2.7.1 If the Sustainable Objective includes a Sustainability Certification, the Architect, as agent for the Owner, shall perform the services set forth in this Section 2.7.

§ 2.7.2 The Architect shall register the Project with the Certifying Authority. Registration fees and any other fees charged by the Certifying Authority, and paid by the Architect, shall be a reimbursable expense and shall be credited against any initial payment received pursuant to the Owner-Architect Agreement.

§ 2.7.3 The Architect shall collect the Sustainability Documentation from the Owner and Contractor; organize and manage the Sustainability Documentation; and, subject to Section 2.9.2, submit the Sustainability Documentation to the Certifying Authority as required for the Sustainability Certification process.

§ 2.7.4 Subject to Section 2.9.2, the Architect shall prepare and submit the application for certification of the Project to the Certifying Authority, including any required supporting documentation, in accordance with the Sustainability Plan.

§ 2.7.5 Subject to Section 2.9.2, and provided the Architect receives timely notice from the Owner or Certifying Authority, the Architect shall prepare and file necessary documentation with the Certifying Authority to appeal a ruling or other interpretation denying a requirement, prerequisite, credit or point necessary to achieve the Sustainability Certification.

§ 2.7.6 Subject to Section 2.9.2, the Architect shall prepare responses to comments or questions received from the Certifying Authority, and submit additional required documentation.

§ 2.7.7 Any certification, declaration or affirmation the Architect makes to the Certifying Authority shall not constitute a warranty or guarantee to the Owner or to the Owner's contractors or consultants.

§ 2.8 Copyrights and Licenses

§ 2.8.1 Solely for the purpose of obtaining or maintaining the Sustainability Certification, the Architect grants to the Owner a nonexclusive license to submit the Architect's Instruments of Service, directly or through third parties, to the Certifying Authority to comply with the requirements imposed by the Certifying Authority, and further grants the Owner a nonexclusive license to allow the Certifying Authority to publish the Instruments of Service in accordance with the policies and agreements required by the Certifying Authority. The licenses granted in this Section are valid only if the Owner substantially performs its obligations under the Owner-Architect Agreement, including prompt payment of all sums when due.

§ 2.8.2 Submission or distribution of Instruments of Service to meet requirements of a Certifying Authority in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants under the Owner-Architect Agreement.

§ 2.9 Additional Services

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

- .1 Changing or editing previously prepared Instruments of Service, including the Sustainability Plan, necessitated by the Certifying Authority's changes in the requirements necessary to achieve the Sustainability Certification; or
- .2 Assistance to the Owner or Contractor with preparation of Sustainability Documentation, for which the Owner or Contractor is responsible pursuant to the Sustainability Plan.

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

- .1 ____ (____) adjustments to the Sustainability Plan
- .2 ____ (____) meetings during the Design and Construction Phases required to define, develop and incorporate the Sustainable Measures into the Contract Documents
- .3 ____ (____) submittals to the Certifying Authority
- .4 ____ (____) responses to the Certifying Authority's comments and questions
- .5 ____ (____) appeals to the Certifying Authority pursuant to Section 2.7.5
- .6 ____ (____) meetings with the Owner and Contractor, pursuant to Section 2.6.1, to discuss remedies or, where appropriate, alternatives to achieve the Sustainable Measures due to deviations from the Contract Documents or defects or deficiencies in the Contractor's Work.

ARTICLE 3 CONTRACTOR

§ 3.1 The Contractor shall perform those Sustainable Measures identified as the responsibility of the Contractor in the Sustainability Plan.

§ 3.2 The Contractor shall meet with the Owner and Architect to discuss alternatives in the event the Owner or Architect recognizes a condition that will affect achievement of a Sustainable Measure or achievement of the Sustainable Objective. If any condition is discovered by, or made known to, the Contractor that will adversely affect the Contractor's achievement of a Sustainable Measure for which the Contractor is responsible pursuant to the Sustainability Plan, the Contractor will promptly provide notice to the Architect and meet with the Owner and Architect to discuss alternatives to remedy the condition.

§ 3.3 The Contractor shall include, with any request for substitution, a written representation identifying any potential effect the substitution may have on the Project's achievement of a Sustainable Measure or the Sustainable Objective. The Owner and Architect shall be entitled to rely on any such representation. In preparing this representation, the Contractor may request additional information from the Architect describing how the product, material or equipment, for which a substitution is proposed, was intended to satisfy the requirements of a Sustainable Measure or contribute toward achievement of the Sustainable Objective.

§ 3.4 The Contractor shall be responsible for preparing and completing the Sustainability Documentation required from the Contractor by the Contract Documents, including any Sustainability Documentation required to be submitted after

Substantial Completion. The Contractor shall submit the Sustainability Documentation to the Architect in accordance with any schedules or deadlines set forth in, or as otherwise required by, the Contract Documents. In the absence of schedules or deadlines for submission of Sustainability Documentation in the Contract Documents, the Contractor will submit the Sustainability Documentation with reasonable promptness, but in no event more than 60 days after Substantial Completion, so that the Architect may submit the Sustainability Documentation to the Certifying Authority.

§ 3.5 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents and the Contractor's design professional proposes the use of materials or equipment that have had limited testing or verification of performance, the Contractor shall discuss with the Architect and Owner the proposed use of such materials or equipment and potential effects on the Sustainable Objective that may occur if the materials or equipment fail to perform in accordance with the manufacturer's or supplier's representations. The Owner will render a written decision regarding the use of such materials or equipment in a timely manner. In the event the Owner elects to proceed with the use of such materials or equipment, the Contractor and Architect shall be permitted to rely on the manufacturer's or supplier's representations and shall not be responsible for any damages arising from the failure of the material or equipment to perform in accordance with the manufacturer's or supplier's representations.

§ 3.6 The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Sustainability Plan and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Sustainability Plan.

§ 3.7 Construction Waste Management

The Contractor, in accordance with the Contract Documents, shall prepare and submit to the Architect and Owner a construction waste management and disposal plan setting forth the procedures and processes for salvaging, recycling or disposing of construction waste generated from the Project. The Contractor shall recycle, reuse, remove or dispose of materials as required by the Contract Documents.

§ 3.8 Substantial Completion

Verification that the Project has achieved the Sustainable Objective, or the actual achievement of the Sustainable Objective, shall not be a condition precedent to issuance of a Certificate of Substantial Completion. Except for that portion of the Sustainability Documentation that by its nature must be provided after Substantial Completion, the Contractor shall submit all other Sustainability Documentation required from the Contractor by the Contract Documents no later than the date of Substantial Completion.

§ 3.9 Final Completion

§ 3.9.1 All Sustainability Documentation required from the Contractor by the Contract Documents shall be submitted to the Architect before final payment or any remaining retained percentage shall become due.

§ 3.9.2 Verification that the Project has achieved the Sustainable Objective, or the actual achievement of the Sustainable Objective, shall not be a condition precedent to issuance of the final Certificate for Payment. Final payment does not relieve the Contractor's obligation to fulfill its responsibilities related to achieving the Sustainable Objective.

ARTICLE 4 OWNER

§ 4.1 Based on the Owner's approval of the Sustainability Plan and any approved changes to the Sustainability Plan, the Owner shall perform those Sustainable Measures identified as the responsibility of the Owner in the Sustainability Plan, or as otherwise required by the Contract Documents. The Owner shall require that each of its contractors and consultants performs the contractor's or consultant's services in accordance with the Sustainability Plan.

§ 4.2 The Owner shall provide to the Contractor and Architect any information requested by the Contractor or Architect that is relevant and necessary for achievement of the Sustainable Objective, including: design drawings; construction documents; record drawings; shop drawings and other submittals; operation and maintenance manuals; master plans; building operation costs; building operation budgets; pertinent records relative to historical building data, building equipment and furnishings; and repair records.

§ 4.3 The Owner shall comply with the requirements of the Certifying Authority as they relate to the ownership, operation and maintenance of the Project both during construction and after completion of the Project.

§ 4.4 The Owner shall be responsible for preparing, filing, and prosecuting appeals to the Certifying Authority, or taking any other actions determined by the Owner to be necessary or desirable, arising from the revocation or reduction of an awarded Sustainability Certification.

§ 4.5 The Owner shall provide the services of a commissioning agent who shall be responsible for commissioning of the Project, or the Owner may engage the Architect to provide commissioning services as an Additional Service.

ARTICLE 5 CLAIMS AND DISPUTES

The Owner, Contractor and Architect waive claims against each other for consequential damages resulting from failure of the Project to achieve the Sustainable Objective or one or more of the Sustainable Measures.

ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 The Owner, Contractor and Architect acknowledge that achieving the Sustainable Objective is dependent on many factors beyond the Contractor's and Architect's control, such as the Owner's use and operation of the Project; the work or services provided by the Owner's other contractors or consultants; or interpretation of credit requirements by a Certifying Authority. Accordingly, neither the Architect nor the Contractor warrant or guarantee that the Project will achieve the Sustainable Objective.

§ 6.2 This Sustainable Projects Exhibit shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor or (3) between the Owner and the Architect's consultants.

ARTICLE 7 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Sustainable Project Exhibit, if any, are as follows:

APPENDIX V.
Non-Collusive Affidavit

FORM OF NON-COLLUSIVE AFFIDAVIT

State of _____)ss.

County of _____)

_____ being first sworn, deposes and says:

That he is _____
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Sudbury Housing Authority or any person interested in the proposed contact; and that all statements in said proposal or bid are true.

Signature of:

Bidder, if the bidder is an individual

Partner, if the bidder is a partnership

Officer, if the bidder is a corporation

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public

SEAL

My commission expires _____

APPENDIX VI.
Debarment and Conflict of Interest Form

EXHIBIT H - DEBARMENT AND CONFLICT OF INTEREST CERTIFICATION

The undersigned, a Respondent to the Request for Proposal ("RFP") issued by the Sudbury Housing Authority ("SHA"), hereby certifies to the SHA on behalf of itself and each member of Respondent's team, as follows:

In accordance with 24 CFR 85.35, Respondent certifies that neither Respondent, nor any member of Respondent's team is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension"; and

In accordance with M.G.L. C. 30B, §10, the undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the work "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Respondent (Name of Firm)

Authorized Signatory (Full Name)

Title

Date

APPENDIX VII.
Certificate of Authorization

CERTIFICATE OF VOTE OF AUTHORIZATION

_____ 20__

I hereby certify that a meeting of the Board of Directors of the _____

duly called and held at _____ on the _____ day of _____ 20__

at which a quorum was present and acting, it was voted that _____ of

the _____ be and hereby is authorized to execute and deliver for and on behalf of the Corporation a

Contract with the Sudbury Housing Authority, for completion of _____ in the Town of

Sudbury, which Contract was presented to and made a part of the records of said meeting. I further certify that

_____ is duly qualified and acting _____ of the Corporation and that said vote has not been

repealed, rescinded or amended.

A true copy of the record,

Attest: _____

Corporate Seal

Subscribed and sworn to this _____ day of _____, 20__ before me.

Notary Public

My commission expires: _____

APPENDIX VIII.
Tax Compliance Certificate

FORM OF TAX COMPLIANCE CERTIFICATE

STATE OF MASSACHUSETTS

COUNTY OF _____

_____ being first sworn, disposes and says:

That he is _____
(A Partner or Officer of the firm of, etc.)

Pursuant to M.G.L. c 62C, § 49A, I certify under penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the commonwealth relating to taxes.

Signature of _____
Bidder, if bidder is an individual

Partner, if the bidder is a partnership

Officer, if the bidder is a corporation

Subscribed and sworn to before me

this _____ day of _____ 20_____

NOTARY PUBLIC

My commission expires: _____

SEAL

APPENDIX IX.
Reference Form for Proposal Submission

Reference Form for Proposal Submission

Please provide references from most relevant projects for each Design Team member. Copy as many times as necessary. Be sure to include contact names and phone numbers which are current.

Project Title: _____

Client: _____ Funding Agency _____

Residential? Yes No Occupied during construction? Yes No

of units _____ or Size (square feet) of project _____

Type of Job/Scope of Work: _____

Were you a subconsultant? Yes No Was the project publicly bid? Yes No

Status of Work: In design In construction Completed (date): _____

Project Budget: _____ Project Cost Estimate: _____

Project Award: _____ Amount of Change Orders: _____

Please explain: _____

Please indicate who worked on this project work that will work on the proposed project?

Client Contact: _____ Phone: _____ E-mail: _____

Contractor Contact: _____ Phone: _____ E-mail: _____

Subcontractor Contact: _____ Phone: _____ E-mail: _____

Funding Source Contact: _____ Phone: _____ E-mail: _____

Tenant Organization Contact: _____ Phone: _____ E-mail: _____