

PZ-HIST-23-000222

Menu Reports Help

File Date: [08/28/2023](#)

Application Status: [Review Complete](#)

Assigned To: [Alexander Castro](#)

Description of Work: [Demolition of 328 Park Terrace Mutual Housing Association of Greater Hartford, Inc. \(MHAGH\), purchased 328 Park Terrace, Hartford, in a tax deed sale. The property tra 2022. MHAGH is a non-profit affordable housing developer and property manager that owns the properties on both sides of 328 Park Terrace. 328 Park Terrace is a three around 1925. The exterior is white vinyl siding. 328 Park Terrace had been vacant for many years prior to the fire and had evident signs of deterioration and blight. The by 2021, over a year prior to MHAGH acquiring 328 Park Terrace in the tax deed, 328 Park Terrace had sustained heavy damage in a fire. Based on the severe damage at 3 the front half of the building and burned through the front of the roof and spread to the rear of the roof. The fire burned all the way through the attic floor, broke through the remains on the inside is deeply charred. Given the hazardous condition of 328 Park Terrace, we are seeking Hartford Historic Commission approval to proceed with its de surrounding residents but also attracts unwanted vagrancy, contributing to blight within the community. Following thorough assessments conducted by independent profes engineers, we have determined that there is limited historic fabric remaining to salvage. Additionally, the projected cost of restoring the building far exceeds the cost of ne structure with a historically appropriate and architecturally fitting residential building, which will seamlessly blend into the historic neighborhood.](#)

Application Detail: [Detail](#)

Application Type: [Historic Preservation](#)

Documents:	File Name	Document Group	Category	Description	Type	Docun
	Product Specs.pdf	PLNG_COA	Product Specs	There are no produc...	application/pdf	Uploac
	328 Park Terrace -- na...	PLNG_COA	Photos		application/pdf	Uploac
	Authorization to apply...	PLNG_COA	Owners Authoriz...		application/pdf	Uploac
	Supplemental Info - St...	PLNG_COA	Other	Structural report, ...	application/pdf	Uploac
	PZ_StaffReport_v12_202...	PLNG_GENERAL	Other Documents		application/msword	Uploac

[Show all](#)

Address: [328 PARK TER, HARTFORD, CT 06106](#)

Owner Name: [MUTUAL HOUSING ASSOCIATION OF GREATER HARTFORD INC](#)

Owner Address: [95 NILES ST, HARTFORD, CT 06105](#)

Application Name:

Parcel No: [183515057](#)

Contact Info:	Name	Organization Name	Contact Type	Contact Primary Address	Status
	MUTUAL HOUSING ASSOCIA...	Mutual Housing...	Owner	Mailing, 95 Niles Stre...	Active

Licensed Professionals Info:	Primary	License Number	License Type	Name	Business Name	Business License #
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Job Value: [\\$0.00](#)

Total Fee Assessed: [\\$250.00](#)

Total Fee Invoiced: [\\$250.00](#)

Balance: [\\$0.00](#)

Custom Fields: [PLNG_COA_CF](#)

GIS Information

Zoning District

[NX-3](#)

Zoning Overlay

-

FEMA Flood Zone

-

Land Use Per Assessor

[RESIDENTIAL THREE](#)

[FAMILY](#)

NRZ

[FROG HOLLOW NRZ](#)

Neighborhood

[FROG HOLLOW](#)

Local Historic District

-

Historic District

-

Historic Landmark/Site

State Historic District

-

Dispersion met?

[No](#)

Identify Dispersion

-

National Historic District

[Frog Hollow](#)

General Project Information

Is this application a result of a violation notice?

[No](#)

Zoning Enforcement Case ID #

-

Is this a contributing building or structure?

[Unknown](#)

Is this proposed work visible from the street?

[Yes](#)

Historic Review Types

New Construction/Addition

[No](#)

Exterior Alteration

[No](#)

Demolition
[Yes](#)

Signage
[No](#)

Solar Panel
[No](#)

Other
-

Does this project include a demolition?
[Yes](#)

If a demolition request, what alternatives have you sought?
[The building was substantially burned in a fire in June 2021 \(prior to our ownership\). We had an architect, structural engineer and contractor look at the building. There is no historic fabric remaining. The structural elements are damaged. It would be significantly more expensive to renovate than to rebuild.](#)

Exterior Alterations

Windows

Doors

Porches/Walkways

Siding

Roofs

Mechanical Appurtenances

Other
-

Describe the existing conditions and materials
[Building was vacant for many years before catching on fire in June 2021. The fire appears to have originated in the front half of the building and burned through the front of the roof and spread to the rear of the roof. The fire burned all the way through the attic floor, broke through the front windows, and burned off the vinyl siding. What remains on the inside is deeply charred. Exterior is vinyl siding.](#)

Describe the proposed materials
[Propose to demolish existing structure and replace at some point in the future \(when funding secured\) with historically-sensitive residential building.](#)

Hardships and Reason for Hardships

Is this an owner-occupied principal residence?
[No](#)

Is this a non-owner occupied residential building containing six (6) or fewer dwelling units?
[No](#)

Is this a commercial and industrial building?
[No](#)

Is this a request for demolition where there is no feasible and prudent alternative to demolition?
[Yes](#)

Other Payment Required

Green Infrastructure Fund **Amount**
-

City Tree Fund **Amount**
-

Complete Street Fund **Amount**

Describe Reason for Payments

-

Reason for Request

Reason for Request

-

Recommendation

Recommendation

-

Adverse Impacts on Neighboring Lands Suitability as Presently Zoned

-

Consistency with POCD

-

This is a dynamic label.

PLNG_COA_DIGEPLAN

Enhanced Doc List

-

Reason for Hardship

Cost of historic preservation recommendations:

Economic circumstances of the applicant: Lack of availa

Impact of the historic preservation recommendations on the district as a whole and on property value

Dates and Notices

Application Received

Open Hearing Deadline

Close Hearing Deadline

Decision Deadline

Extensions Requested?

If yes, describe how the dates abc

Notice sent to NRZ/CRCOG

Legal Ad #1

Legal Ad #2

Sign Affidavit Received

Certificate of Mailings Returned

Notice of Decision Published

Recordation Date

Approval Expiration Date

Sign Deposit Check #

Sign Deposit Date Received

Sign Deposit Check Amount

Public Hearing Date

Public Hearing Time

Meeting Link or Location

Document Link

Certificate of Compliance

As-Built Drawing Date

Type of Bond

Escrow Account #

Bonding Company Name

Bonding Contact Name

Bonding Primary Phone #

Bonding Email

Drawings Number of Sheets

Drawings Last Revised

Prior Approvals

Type of Permit/Authorization Issued By Issued Date Expiration Date

Resolution Clauses

Type Comment

Workflow Status:	Task	Assigned To	Status	Status Date	Action By
	Application Intake	Alexander Castro	Accepted	09/01/2023	Alexander Castro
	Planning and Zoning Re...		Complete w /...	09/01/2023	Alexander Castro
	Public Notice		Complete - H...	09/01/2023	Alexander Castro
	Historic Commission	Alexander Castro			
	Notice of Decision				
	Appeal Period				
	Permit Issuance				
	Permit Status				
	Certificate of Plannin...				

Task
Case Complete

Assigned To

Status

Status Date

Action By

Condition Status:

Name

Short Comments

Status

Apply Date

Severity

Action By

Application Comments:

View ID

Comment

Date

Initiated by Product:

ACA

Scheduled/Pending Inspections:

Inspection Type

Scheduled Date

Inspector

Status

Comments

Resulted Inspections:

Inspection Type

Inspection Date

Inspector

Status

Comments

328 Park Terrace, Hartford, CT 06106

Project Description

Mutual Housing Association of Greater Hartford, Inc. (MHAGH) purchased 328 Park Terrace, Hartford, in a tax deed sale. The property transferred into MHAGH's ownership on December 28, 2022. MHAGH is a non-profit affordable housing developer and property manager that owns the properties on both sides of 328 Park Terrace.

328 Park Terrace is a three-story residential building. Records indicate it was built around 1925. The exterior is white vinyl siding. 328 Park Terrace had been vacant for many years prior to the fire and had evident signs of deterioration and blight. The building was boarded up with signs of illegal entry.

In June 2021, over a year prior to MHAGH acquiring 328 Park Terrace in the tax deed, 328 Park Terrace had sustained heavy damage in a fire. Based on the severe damage at 328 Park Terrace, the fire appears to have originated in the front half of the building and burned through the front of the roof and spread to the rear of the roof. The fire burned all the way through the attic floor, broke through the front windows, and burned off the vinyl siding. What remains on the inside is deeply charred.

Given the hazardous condition of 328 Park Terrace, we are seeking Hartford Historic Commission approval to proceed with its demolition. The building poses not only a safety risk to surrounding residents but also attracts unwanted vagrancy, contributing to blight within the community. Following thorough assessments conducted by independent professionals, including architects, contractors, and structural engineers, we have determined that there is limited historic fabric remaining to salvage. Additionally, the projected cost of restoring the building far exceeds the cost of new construction. MHAGH intends to replace the existing structure with a historically appropriate and architecturally fitting residential building, which will seamlessly blend into the historic neighborhood.

MHAGH has experience with new construction in the Frog Hollow National Historic District, including our buildings at 929-981 Park Street and 501-531 Zion Street. While we are currently in the process of securing funding and procuring an architect, we are committed to collaborating closely with the Hartford Historic Commission. Over the past 35 years, MHAGH has established a productive relationship with the commission by rehabilitating or constructing over 30 buildings in the Frog Hollow neighborhood. We understand the importance of preserving the historical character of the area while addressing contemporary needs.

While we acknowledge that funding for the construction of the new residential building at 328 Park Terrace is not yet secured, we firmly believe that leaving the existing structure in its current state poses an ongoing risk to the well-being of the Frog Hollow residents living nearby. We are fully committed to working with you to ensure that this property's revitalization aligns with the best interests of the community and its historical heritage.

Here are pictures the building from when we took possession in early 2023:



1. Front and east side



2. Front and west side.



3. Rear and east side.



4. North east corner



5. Basement and 1st floor framing at front.



6. Basement looking toward rear.



7. 1st floor southwest corner



8. 2nd floor framing smoke staining.



9. Second floor framing at front.



10. 2nd floor, west side.



11. 2nd floor, northwest corner.



12. 2nd floor front.



13. 2nd floor, southeast corner.



14. 3rd floor, west side.



15. 3rd floor, west side looking south.



16. Roof and attic floor framing front.



August 28, 2023

City of Hartford
Planning Division
250 Constitution Plaza, 4th Floor
Hartford, Connecticut 06103-1822

**Re: Historic Preservation Review
328 Park Terrace, Hartford, CT**

Dear Sir or Madam:

Mutual Housing Association of Greater Hartford, Inc. owns 328 Park Terrace. As such, I, Catherine MacKinnon, Executive Director of Mutual Housing Association of Greater Hartford, Inc., am the owner of 328 Park Terrace. I have authorized my staff to apply for the historic preservation review and demolition permit for the property at 328 Park Terrace.

Should you have any questions, please contact me at 860-206-5269.

Signed: Mutual Housing Association of Greater Hartford, Inc.

Catherine MacKinnon
Its Executive Director

No product specs. This application is for historic review prior to demolition. The entire structure would be demolished.



August 31, 2023

To whom it may concern:

Mutual Housing Association of Greater Hartford, Inc. (MHAGH) has preliminarily investigated the cost of rehabilitation to 328 Park Terrace. On January 23, 2023, MHAGH's construction manager met with Carol Reid of CF Reid Construction at the site to review the damage and get an estimate. After touring the building, these were the findings with hard costs estimated to be over \$800,000, not including any soft costs (environmental testing, architectural, financing costs, etc.):

328 Park Terrace Hartford, CT

- Met with Carol Reid. We were able to enter the building (we secured the building when we left).
- There is significant fire and water damage.
 - The building is exposed to the elements. The roof is damaged, and it appears we would need to remove the entire roof and third floor.
 - Based on our observations it appears there is a substantial amount of structural damage.
- The exterior siding is transite paneling (possible asbestos) under the vinyl siding as well as interior plaster walls, and lead concerns, etc.
- Rough rehab estimate excluding asbestos - \$600,000 to rehab.
- Asbestos rough (very rough) estimate - \$250,000
- Recommendation – seek a structural engineer for an analysis before we seek additional pricing from contractors.

We hired a structural engineer, James K. Grant Associates, who inspected in April 2023 and provided the attached report on the extent of the damage. We also engaged Crosskey Architects LLC to provide a proposal for scope development (proposal is attached).

When the State of Connecticut Department of Housing Commissioner was on site on June 28, 2023, we asked her about funding the rehabilitation of the building. We shared the estimated cost of the repair and she suggested we seek demolition and reconstruction. It has been noted that the white, vinyl-sided building at 328 Park Terrace does not fit in with the surrounding buildings.

MHAGH reconstructed 294 Park Terrace in 2001 to fit in the surrounding area. Many do not know that 294 Park Terrace is new construction, where it sits amongst several perfect six apartment buildings overlooking Pope Park. 294 Park Terrace is evidence of MHAGH's willingness and commitment to reconstructing buildings that fit within the existing historic character of the neighborhood on Park Terrace.

Given the cost to develop a preliminary rehab scope is \$9,000 and the cost of renovation expected over \$800K, MHAGH has decided it is financially unviable to pursue renovation.

Sincerely,

Sarah Miner

Director of Real Estate Development

Mutual Housing Association of Greater Hartford, Inc.

JAMES K. GRANT ASSOCIATES
STRUCTURAL ENGINEERING + HISTORIC PRESERVATION

May 8, 2023

Sarah Miner
Director of Real Estate Development
Mutual Housing Association of Greater Hartford, Inc.
95 Niles Street
Hartford, CT 06105

Re: 328 Park Terrace
Hartford, CT

Dear Ms. Miner:

On April 24, 2023, I inspected the fire damaged building at the referenced address to evaluate its structural condition. The objective of the inspection was to determine the extent of the damage to help in making a determination to either rehabilitate or demolish the building. The inspection was made solely on visual observations and did not involve any structural analysis or testing.

Description

The building is a three story residential structure with a full basement. It is wood framed and has concrete foundation walls and basement slab. The floors are framed with wood floor joists spanning from exterior wood stud walls to a center wood stud bearing wall which is supported on a wood floor beam at the first floor level. The beam is supported on a single row of pipe columns. The rafter framed roof is a low slope gable with side wall mansards extending down to the third floor. Exterior walls originally were sided with wood clapboards but were re-sided with asphalt covered fibreboard and finally with vinyl siding. Interior walls and ceilings were finished with plaster on wood lath and floors had hardwood finish flooring over wood sheathing.

Conditions:

Damage was most severe in the front half of the building where the fire appears to have originated. The fire burned through the front of the roof and spread to the rear of the roof where it broke through at the top of the rear gable wall. The roof framing should be considered a total loss. The attic floor (3rd floor ceiling) is burned through at the front and is charred where visible in the rear half of the building. The roof and attic floor will require 100% replacement.

The fire broke through the front windows and burned off the vinyl siding and some of the asphalt coated fibreboard siding on the front walls and portions of the side walls, exposing the wood clapboards in some areas. The interior of the front wall shows deeply charred studs where plaster has fallen off and wood lath has burned away. The front wall will require a complete rebuild and portions of the two sidewalls may require rebuilding as well. The interior face of the exterior wall studs and the sheathing on at least the rear two thirds of the building appear to be structurally sound. The least damaged portion of the building appears to be the south east corner but debris from the fire in the roof appears on the second floor where trim was removed from the base of the wall and charred and burnt wood has spilled out onto the floor. The exterior walls appear to

30 DEPOT ST., P.O. BOX 235, COLLINSVILLE, CT 06022

TEL: 860 680 0553

james_grant_assocs@sbcglobal.net

JAMES K. GRANT ASSOCIATES
STRUCTURAL ENGINEERING + HISTORIC PRESERVATION

328 Park Terrace
Fire damage report
May 8, 2023

be balloon framed, which means there are open voids between studs from floor to floor. This raises the possibility that there may be some undetected fire damage in the south east exterior walls.

First, second and third floor framing damage appears to be limited to the front third of the building. The fire did not burn through any of the floors here but further investigation after debris and finishes are removed will likely reveal the need for some replacement. The debris covered floors were firm in all rooms entered but I did not venture too close to the front wall of the building. The interior walls in the rear two thirds of the building do not exhibit any fire damage where the studs are exposed and it is reasonable to assume that the studs remain in sound condition where not visible as well.. There is a significant amount of smoke staining that will require treatment to remove odor.

Practically all interior wood trim is missing from doors, windows and wall bases. One over one window sash, does not appear to be original and is missing from most windows. There is no sign of trim remaining on the exterior although the vinyl may be concealing something. The condition of the clapboards is unknown and the chimney is badly damaged and will need to be rebuilt.

Conclusions:

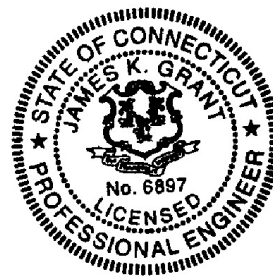
If all debris were removed, the interior finishes gutted and siding removed down to the original clapboards, all that would be left is three exterior walls, roughly two thirds of the floors and interior stud walls and a foundation wall. The remaining portions would be structurally sound but there would be very little of the visible, original historic fabric left.

Please let me know if you have any questions or need additional information.

Sincerely,



James K. Grant, P.E.





1. Front and east side



2. Front and west side.



3. Rear and east side.



4. North east corner



5. Basement and 1st floor framing at front.



6. Basement looking toward rear.



7. 1st floor southwest corner



8. 2nd floor framing smoke staining.



9. Second floor framing at front.



10. 2nd floor, west side.



11. 2nd floor, northwest corner.



12. 2nd floor front.



13. 2nd floor, southeast corner.



14. 3rd floor, west side.



15. 3rd floor, west side looking south.



16. Roof and attic floor framing front.



May 12, 2023

Ms. Sarah Miner
Director of Real Estate Development
Mutual Housing Association of Greater Hartford, Inc.
95 Niles Street
Hartford, CT 06105

**RE: Conceptual Information
328 Park Terrace
Hartford, CT 06106**

Dear Sarah,

Thank you for giving Crosskey Architects LLC the opportunity to offer you a proposal on the above project. As discussed, we will support your feasibility efforts for the aforementioned property. 328 Park Terrace is a 3-story wood-framed building that is located within the Frog Hollow historic district. The building suffered a substantial fire in August of 2021. Since then, Mutual Housing has acquired the building and retained a structural engineer (James K. Grant Associates) to perform a visual inspection and conditions assessment summary to determine if the building can be saved. Preliminary investigation from the structural engineer indicates there is structural damage and therefore a gut rehabilitation of the building is being contemplated. In order to investigate further and create a preliminary scope, we will support your efforts as follows:"

Proposed Scope of Work

In support of the Owner, we will provide and conduct following work:

- Site visit (1 max.) for cursory measurements and photographs
- Conceptual proposed floor plans & front façade exterior elevation
- Coordinate with Owner's structural engineer to obtain repair/replacement scope for cost estimator
- Provide assistance to Third-party cost estimator (such as MEP narratives, etc.)
- Third-party cost estimate (performed by Construction Cost Solutions, LLC)
- Meetings or teleconferences with Client (2 max.)

FEE PROPOSAL

Architecture	\$3,750
<u>Third-party cost estimate</u>	<u>\$5,250</u>
Total	\$9,000

Work not included in the above fee proposal, but which can be provided for an additional fee:

Any work not described above

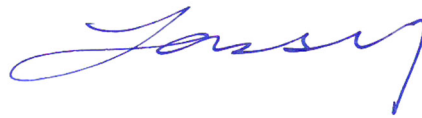
Civil Engineering, Landscape Architecture, Structural Engineering, MEP Engineering, Environmental Testing
Architecture or design (other than elevator sketch)

Again, thank you for the opportunity to present this proposal. If you are in agreement with the scope of services, the fee outlined herein, and the attached 'Standard Conditions for Engagement' dated 5/12/23, please sign, date and return the original to me. I hope this proposal is acceptable to you, as we look forward to working with you soon on this project.

Sincerely,



Michael Weissbrod, AIA
Vice President



Laura Crosskey, AIA
President

Proposal Accepted by:

Printed Name: _____ Title: _____

Signature: _____ Date: _____



STANDARD CONDITIONS FOR ENGAGEMENT

1. GENERAL

As used herein the term "Agreement" refers to the Proposal or Agreement to which these Standard Conditions for Engagement are attached as if they were part of one and the same document.

2. CLIENT'S RESPONSIBILITIES

Client shall:

- Provide all criteria and full information as to Client's requirements for the Project,
- Designate a person to act with authority on the Client's behalf in respect to all aspects of the Project,
- Examine and respond promptly to all the Architect's submissions,
- Give prompt written notice to the Architect whenever the Client observes or otherwise becomes aware of any defect in the work.
- Guarantee access to and make all provisions for the Architect to enter upon public and private property for access to the project site.

Unless otherwise specifically indicated in writing, Architect shall be entitled to rely, without liability, on the accuracy and completeness of information provided by the Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

3. DOCUMENTS

3.1. OWNERSHIP

Drawings, diagrams, specifications, calculations, reports, processes, computer processes, and all other documents and information produced in connection with the project as instruments of service, regardless of form, will be confidential and the proprietary information of Architect, and will remain the sole and exclusive property of the Architect whether the project for which they are made is executed or not. Client will not have or acquire any title to or have any rights in any of the documents or information prepared by the Architect. Client will be permitted to retain printed copies of such documents or information for information and reference only in connection with Client's use and occupancy of the project. The documents and/or information will not be used or reused by Client on other projects, for additions to the project, for completion of this project by others, or for any other purpose for which the documents were not specifically prepared, provided the Architect is not in default under this contract, except with the express written consent of the Architect and with appropriate compensation to the Architect. Client will defend, indemnify, and hold the Architect harmless from and against any claims, losses, liabilities and damages arising out of or resulting from the unauthorized use of the documents.

3.2. ELECTRONIC FILES

All documents including drawings, data, plans, specifications, reports or other information recorded on or transmitted as Electronic Files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human alteration or other causes.

Electronic Files are provided for convenience and informational purposes only and are not a finished product or Contract Document. The actual signed and sealed hardcopy Contract Documents including stamped drawings, together with any addenda or revisions, are and will remain the official copies of all documents. The Architect makes no representation regarding the accuracy or completeness of any accompanying Electronic Files. The Architect may, at its sole discretion, add wording to this effect on electronic file submissions.

Client waives any and all claims against the Architect that may result in any way from use or misuse, unauthorized reuse, alteration, addition to or transfer of the Electronic Files. Client agrees to defend, indemnify and hold harmless the Architect, its officers, directors, employees, agents, subconsultants, from any claims, losses, damages, or costs, and costs of defense, which may arise out of the use or misuse, unauthorized reuse, alteration, addition to or transfer of these Electronic Files.

4. CONSULTANTS

Except as expressly agreed, the Client will directly retain other consultants whose services are required in connection with the project. As a service, the Architect will advise the Client with respect to selecting other consultants and will assist the Client in coordinating and monitoring the performance of other consultants. In no event will the Architect assume any liability or responsibility for the work performed by other consultants, or for their failure to perform any work, regardless of whether the Architect hires them directly or as subconsultants, or only coordinate and monitor their work. When the Architect does engage a subconsultant on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, subject to an administrative markup of ten (10) percent or as specified in the rate table or billing terms in effect at the time the services are provided. By engaging the Consultant to perform services, the Client agrees to hold the Consultant, its directors, officers, employees, and other agents harmless against any claims, demands, costs, or judgments relating in any way to the performance or non-performance of work by another consultant or subconsultant, except claims for personal injury,

STANDARD CONDITIONS FOR ENGAGEMENT

death, or personal property damage caused by the negligence of the Consultant's employees.

5. ASBESTOS AND HAZARDOUS WASTE

It is understood that asbestos and hazardous waste identification, planning and specifications for abatement are not part of the Architect's contract for services, unless specifically noted otherwise. Matters pertaining to these substances will be the responsibility of the Client and other specialized consultants whose services the client might engage.

6. OPINIONS OF COST

Since the Architect has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods or determining prices, or over competitive bidding or market conditions, the Architect's opinions of probable total project costs and construction cost are to be made on the basis of the Architect's experience and qualifications and represent the Architect's best judgment as an experienced and qualified professional familiar with the construction industry; but the Architect cannot and does not guarantee that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by the Architect. If prior to the bidding or negotiating phase the Client wishes greater assurances as to total project or construction costs, the Client shall employ an independent cost estimator.

7. ON-SITE SERVICES DURING CONSTRUCTION

On request, the Architect will provide personnel to observe construction in order to ascertain that it is performed, in general, in accordance with the plans and specifications. This does not make the Architect a guarantor of the Contractor's work, as the Contractor will continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the Contractor will be solely responsible for the means and methods of construction, direction of personnel and control of machinery, falsework, scaffolding, or other temporary construction aids. In addition, all matters related to safety in, on or about the job site will be under the direction and control of the Contractor and the Architect will have no responsibility in that regard. The Architect cannot verify any part of the work performed unless measurements, readings, and observations of the part of the construction are made by his personnel.

8. CHANGES OR DELAYS

Unless the accompanying Agreement/Proposal provides otherwise, the proposed fees constitute the Architect's estimate to perform the services required to complete the Project, as the Architect understands it to be defined. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project

progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. The Architect will inform the Client of such situations so that negotiation of change in scope and adjustment to the time of performance can be accomplished as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement modified accordingly.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities or information, Client's failure to make payment in accordance with its obligations under this contract, or for delays caused by unpredictable occurrences.

9. STANDARD OF CARE

All services of the Architect and its independent professional associates, consultants and subcontractors will be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The Architect makes no other warranties, express or implied, with respect to the services rendered hereunder.

10. SUCCESSORS AND ASSIGNS

Neither the Client nor the Architect shall assign, sublet or transfer any rights under or interest in (including but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Architect from employing such independent professional associates and consultants, as the Architect may deem appropriate to assist in the performance of services hereunder.

11. NOTICE REQUIREMENTS & TIME LIMIT ON CLAIMS

If Client discovers a negligent defect, fault, error, non-compliance or omission in the Architect's services, it shall give written notice to the Architect within thirty (30) days. Notice shall include a detailed description of the nature of the negligent defect, fault, error, non-compliance or omission. Client agrees that failure to give such notice shall result in Client's waiver of the claim. To the fullest extent permitted by law, all claims against the Architect, whether grounded in contract, tort, or otherwise, shall be brought no later than three

STANDARD CONDITIONS FOR ENGAGEMENT

(3) years from the date of occurrence of the negligence giving rise to the claim. Client expressly waives any applicable discovery rule or applicable statute of repose for any services provided under this agreement.

12. DISPUTE RESOLUTION

12.1 MEDIATION

Both parties agree that any claims or disputes made during design, construction, or post construction, between Client and Architect must be mutually submitted to non-binding mediation, within 90 days of occurrence of the dispute or within 6 months of project completion (whichever is sooner), prior to the institution of litigation or counterclaims by Client, except as stated in 12.2. Client and Architect shall mutually select the mediator but if they cannot agree on a mutual mediator then they shall each select a mediator to perform the mediation. The cost of mediation (excluding attorneys' fees) shall be shared equally by the parties hereto unless they cannot agree on a mutual mediator and in that case, they will each pay for their own mediator. In the event mediation is unsuccessful, any claims arising out of this Agreement shall be brought in the State of Connecticut as set forth in paragraph 12.2 below. Each party will pay their own attorney's fees associated with the mediation.

12.2 LITIGATION

Both parties agree that all disputes arising out of this agreement pertaining to collection of all amounts owed to Architect under this agreement, including professional fees and expenses, shall be decided by the Superior Court for the State of Connecticut located in the Hartford Judicial District or the Judicial District where the Architect's office is then located.

Collection litigation shall not be delayed or barred by paragraph 12.1 above.

If Client makes a claim against Architect and Architect ultimately prevails, Client agrees to pay Architect for time and expenses, incurred to defend against such claim(s), including reasonable attorney's fees.

Both parties agree to waive trial by jury.

13. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Connecticut.

14. LIMIT OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and the Architect, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or

claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$ 50,000, or the Architect's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

15. WAIVER OF CONSEQUENTIAL DAMAGES

In no event shall either Client or Architect be liable for consequential damages, including, without limitation, loss of opportunity, loss of use, or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

16. BILLING & PAYMENT

The Client recognizes that prompt payment of the Architect's invoices is an essential aspect of the overall consideration the Architect requires for providing service to Client. Accordingly, Client agrees to advise the Architect as to the person to whom invoices should be addressed, and such other pertinent details the Architect should observe to help the Client expedite payment.

Initial payments/deposits and/or retainer fees shall be credited to the client's final project invoice.

Unless stated elsewhere in this contract, Construction Phase fixed fees will be billed monthly at the same percentage completion as the project construction based on the General Contractor's monthly application for payment/requisition.

Invoices shall be submitted by the Architect monthly and are due upon presentation and shall be considered Past Due if not paid within 30 calendar days of the invoice date.

If payment is not received by the Architect within 30 calendar days of the invoice date, the Client shall pay as interest an additional charge of one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is lower) of the Past Due amount per month. Payments received thereafter shall first be applied to the accrued interest and then to the unpaid principal.

In the event legal action is necessary to enforce the payment provisions of this Agreement, the Architect shall be entitled to collect from the Client any sums due, reasonable Attorney's fees, court costs and expenses incurred by the Architect in connection herewith and, in addition, the reasonable value of the Architect's time and expenses spent in connection with such collection action, computed at the Architect's prevailing fee schedule and expense policies.

STANDARD CONDITIONS FOR ENGAGEMENT

17. SATISFACTION WITH SERVICES

Payment of any invoice by the Client to the Architect shall be taken to mean that the Client is satisfied with the Architect's services and is not aware of any deficiencies in those services.

18. WITHHOLDING FEES FOR DISPUTES

In the event any bill or portion thereof is disputed by Client, Client shall notify the Architect within 10 days of receipt of the bill in question, and Client and the Architect shall work together to resolve the matter within 30 days of its being called to the Architect's attention. The Client shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by the Client on all disputed invoiced amounts resolved in the Architect's favor and unpaid for more than 30 calendar days after the date of submission. If resolution of the matter is not attained within 30 days, either party may terminate this agreement in accordance with conditions indicated in the Termination of Agreement clause.

19. SUSPENSION OF SERVICES

If Client for any reason fails to pay the undisputed portion of the Architect's invoices within 30 days of presentation, the Architect has the right to cease work on the project. The Architect may at its sole discretion also suspend services on any or all other projects being performed by the Architect for Client or related entities under any other agreements until the Architect has been paid in full for all amounts due for services, expenses and any other charges. Client shall waive any claim against the Architect for cessation of services and shall defend and indemnify the Architect from and against any claims for injury or loss stemming from the Architect's cessation of service. Client shall also pay the Architect Termination Expenses for expenses not included in the fee but directly attributable to termination. In the event the project is remobilized, Client shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule, or scope of service and hourly rates.

20. TERMINATION OR SUSPENSION OF AGREEMENT

This agreement may be terminated by either party upon receipt of written notice. In the event of termination, the Architect shall be compensated for services performed to the termination date, including reimbursable expenses and expenses incurred in reporting completed data based on time incurred at standard hourly rates. If the project is suspended in part for longer than 6 months, the Architect reserves the right to increase the contract price due to increase in Standard Hourly Rates or increase in consultants' fees.

21. GUARANTEES OR WARRANTIES

The Architect/Historic Preservation Consultant (HPC) makes no guarantees or warranties and, specifically, no representation or warranty of merchantability, nor does the Architect/HPC warrant

that any party will approve or consent Architect/HPC's opinions. Architect/HPC may complete applications for listing to the State and National Registers and may complete applications for the State and Federal Historic Tax Credit programs. The HPC does not guarantee or warrant that the applications will be approved by the State Historic Preservation Office (SHPO) or the National Park Service (NPS), that the buildings will be listed on the Register(s) or that the project will be approved for historic tax credits. The Client recognizes and acknowledges that decisions made by SHPO and NPS are somewhat subjective, not predictable, and not under the HPC's control. The HPC is not responsible for circumstances resulting from Client and/or Contractor deviating from SHPO & NPS approvals. The HPC does not guarantee or warrant that the State Historic Tax Credit program will have available funding at the time of Part 3 approval. Also, the HPC does not guarantee or warrant that Client can secure an investor or buyer of the historic tax credits.

22. CONDOMINIUM, SUBDIVISION & MULTIPLE OWNERSHIP PROJECTS

The Consultant's services and Construction Documents are intended solely for the design and construction of residential rental units under the ownership and control of a single, integrated owner. In the event the Project is changed to any other purpose or use, including, but not limited to, subdivision into individual units for sale, the Consultant shall have no responsibility, and shall be released from all obligations and liabilities for the Project, and each and every right, license and/or ownership interest of the Client in the construction documents shall be void. The Client shall be expressly prohibited from making any further use of the construction documents for any purpose, including, but not limited to, the conversion of the Project to another purpose. Further, the Client agrees, to the fullest extent permitted by law, to indemnify, immediately defend, and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the services performed under this Agreement, except for the Consultant's sole negligence or willful misconduct, as found by a court of competent jurisdiction. This provision shall survive termination of this Agreement.

The Client acknowledges the risks to the Consultant inherent in condominium, subdivision & multiple ownership projects and the disparity between the Consultant's fee and the Consultant's potential liability for problems or alleged problems with such projects. Therefore the Client agrees, to the fullest extent permitted by law, to indemnify, immediately defend, and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the services performed under

STANDARD CONDITIONS FOR ENGAGEMENT

this Agreement, except for the Consultant's sole negligence or willful misconduct, as found by a court of competent jurisdiction.

In consideration of the substantial risks to the Consultant in rendering professional services in connection with this Project, the Client agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any nature against the Consultant, its officers, directors, employees and subconsultants (collectively Consultant), which may arise out of or in connection with this Project or the performance of the services under this Agreement by any of the parties above named.

The Client agrees that the Bylaws of the Homeowner Association established for this Project will require that the Association perform at a minimum, as recommended in the Maintenance Manual, all

routine maintenance, maintenance inspections and any other necessary repairs and maintenance called for as a result of these maintenance inspections. The Bylaws shall also contain an appropriate waiver and indemnity in favor of the Client, the Consultant and his or her subconsultants, and the Contractor if the maintenance recommendations contained in the Maintenance Manual are not performed.



STANDARD CONDITIONS FOR ENGAGEMENT

2023 BILLING RATES

<u>BILLING CATEGORY</u>	<u>HOURLY RATE</u>
Founder	\$270/hr
President/Vice President	\$230/hr
Principal	\$220/hr
Project Manager	\$185/hr
Job Captain	\$135/hr
Historic Preservationist	\$130/hr
Intern/Draftsperson	\$125/hr
Clerical	\$80/hr

DIRECT CHARGE SCHEDULE

Crosskey Staff Mileage	At Prevailing IRS Rate
'In-House' Printing/Reprographics	
B&W Copy/Print (8.5"x11" & 11"x17")	\$0.10/page
Color Copy/Print (8.5"x11" & 11"x17")	\$0.50/page
Color Photo Paper (8.5"x11" & 11"x17")	\$1.10/page
B&W (12"x18")	\$0.75/page
Color (12"x18")	\$6.00/page
B&W (15"x21")	\$0.75/page
Color (15"x21")	\$9.00/page
B&W (24"x36")	\$3.00/page
Color (24"x36")	\$24.00/page
B&W (30"x42")	\$3.00/page
Color (30"x42")	\$35.00/page
Foam Core Mounting	\$30.00 additional per sheet

SUBCONTRACTORS / SUBCONSULTANTS Cost plus 10%

REIMBURSABLE EXPENSES Cost plus 10%

*Rates will increase up to 5% annually, at the Architect's option, for all contracts that extend beyond twelve (12) months after the date of the contract.