

INTERIM AGREEMENT

This Interim Agreement is made as of this ____ day of _____, 2024 by and between the City of Stamford (“the City”) and TSKP Studio, LLC (“TSKP”) concerning architectural services for the new Roxbury K-8 Elementary School Project, State Project 135-281N (“the Project”).

1. RECITALS. As a result of a procurement process the City initiated with a Request for Qualifications (“RFQ”) followed by a Request for Proposals (“RFP”) per Connecticut statutes, the City selected TSKP as the Architect for the Project and on or about March 1, 2024, conditionally awarded it the contract for those services at the total lump sum fee TSKP had proposed of \$4,375,000.00. Among the conditions was that the parties agree on all the other contract terms and that the contract be approved first by the City’s Board of Finance and then by its Board of Representatives. Following the conditional award, City staff and outside counsel negotiated a modified AIA B10-2017 Owner Architect Agreement with TSKP consistent with its proposal (“the Agreement”), an authorized representative of TSKP (Randall Luther) signed the Agreement and the Agreement was presented to the Board of Finance which now has it under consideration. The parties nevertheless recognize the need to mitigate further impact to the Owner’s projected schedule and thus the desirability of TSKP commencing to perform the Concept Design and Schematic Design Phase services the Agreement specifies before the Boards are able to act on the Agreement. The parties have thus agreed on the fee TSKP will be paid for the services those Phases require and on other terms relating specifically to TSKP’s performance of these discrete services. Otherwise, they agree that to the extent applicable, the terms of the Agreement shall govern the parties’ performance concerning the Concept Design and Schematic Design Phase

Services. Accordingly, the parties set forth below their understandings concerning this pre-Agreement approval work.

2. **EXHIBIT.** Exhibit A attached hereto is a true and accurate copy of the Agreement.

3. **TSKP'S PROMISE TO PERFORM.** TSKP promises promptly to commence and complete performance of the Concept Design and Schematic Design Phase services set forth in Exhibit A (see §3.2 thereof), including estimate development and reconciliation and value management, geotechnical borings and analysis, HAZMAT survey precon testing, construction documents for demolition of existing school building, and environmental testing. It further promises that it will perform those services in accordance with the standard stated in the Agreement.

4. **FEE/REIMBURSABLES.** In exchange for TSKP's performance, the City agrees to pay TSKP the total amount of \$685,00.00. The parties acknowledge that this fee represents the specific portion of the Agreement's total \$4,375,00 fee TSKP had allocated in its proposal to Concept Design–Program Confirmation, Building Massing/Conceptual Site Design, Schematic Design including Estimate Development, Estimate Reconciliation and VE/VN, plus Geotechnical Borings and Analysis and Environmental Testing and Analysis. The City also agrees to reimburse TSKP for those expenses it incurs in connection with the services identified in paragraph 3 that the Agreement deems reimbursable. (See Exhibit A §11.8).

5. **CREDITS.** All payments the City makes to discharge its fee payment obligation hereunder shall be a credit against the fee the Agreement establishes when and if the Boards approve the Agreement and the Mayor, thus authorized, signs the Agreement. All payments the City makes to discharge its reimbursable expense obligation hereunder shall be a credit against the \$20,000.00 reimbursable expense limit the Agreement contains.

6. **PAYMENTS TO TSKP.** TSKP shall invoice the \$685,000.00 fee provided for hereunder in monthly installments in proportion to the services it performed during the prior month. The invoice shall include reimbursable expenses incurred during the prior month along with proper support for those expense. The City shall pay the amount it deems owed on an invoice within fifteen days of its receipt and approval in whole or in part.

7. **NO FURTHER SERVICES.** TSKP is not authorized to provide, nor will the City pay for any services beyond those required hereunder unless and until the City's Boards approve the Agreement and the Mayor signs it.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written. Signed, sealed and delivered in the presence of:

CITY OF STAMFORD

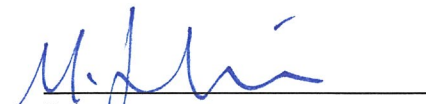
Print:
Witness

By: _____
Caroline Simmons, Mayor

Date: _____

Print:
Witness

TSKP STUDIO, LLC

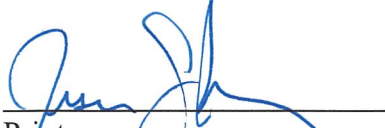


Print: Mehmet Saylor
Witness

By: 

Randall Luther, Partner

Date: 8/30/24



Print: JESSE SAYLOR
Witness

Approved as to Form:

Approved as to Insurance:

Chris Dellaselva
Asst. Corp. Counsel

David Villalva
Risk Manager

Date: _____

Date: _____