



The University of Connecticut

Quality Based Selection

REQUEST FOR STATEMENT OF QUALIFICATIONS

SCHOOL OF FINE ARTS PHASE A1 BUILDING

DESIGN and CONSTRUCTION ADMINISTRATION

PROJECT NUMBER 901369

Issue date

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Proposal Due Date:

January 29, 2009

Issued By: Mary Kate Sullivan
Capital Projects and Contract Administration
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Request for Qualifications
Design and Construction Administration Services
School of Fine Arts
School of Fine Arts Phase A1 Building
University of Connecticut
Storrs, CT

SECTION I - SCOPE OF WORK

Purpose

The purpose of this RFQ is to solicit experienced Architectural/Engineering Teams to design a studio/workshop facility, connecting to several existing buildings, that will serve the Departments of Dramatic Arts and Art & Art History of the School of Fine Arts at the University of Connecticut. The first in a series of facilities projects defined in the recently completed School of Fine Arts Master Plan, this project will provide about 33,000 assignable square feet of new space, as well as required infrastructure and site work.

Background

The School of Fine Arts of the University of Connecticut (<http://www.sfa.uconn.edu/index.html>) offers undergraduate and graduate degree programs in three program areas: Art and Art History, Dramatic Arts, and Music. Enrollment in fall 2009, school-wide, totals 535 undergraduate degree-program students, 82 masters' degree students, and 39 doctoral degree students. Performances and exhibitions that serve the University community and the State of Connecticut are central to the mission of the School of Fine Arts, and events held at von der Mehden Recital Hall, the Connecticut Repertory Theater (CRT), the Jorgenson Center for the Performing Arts, the William Benton Museum of Art, and the Contemporary Art Galleries (CAG) – all part of the SFA -- benefit hundreds of thousands of people per year.

Facilities for the School of Fine Arts are located (for the most part) in the southern area of the UConn Storrs Campus, near the area of Storrs Road (CT 195) identified for the Storrs Center retail and residential development (<http://www.storrscenter.com>); the School of Fine Arts will, therefore, be the gateway to the UConn campus from the new town center. However, a variety of SFA functions are located elsewhere on the core campus and at the "Depot Campus", the former Mansfield Training School campus about 3 miles away. An essential purpose of the Master Plan has been to centralize almost all of the School of Fine Arts. This plan will provide detailed, up-to-date program and building assessment information to the selected design team. The Master Plan documents may be found at: <http://www.masterplan.uconn.edu/storrs.htm>.

Overall Scope of Work

The product of this scope of work shall be the development of contract documents (plans and specifications) that are in sufficient detail to allow construction via a “CM at Risk” delivery method. Included in the RFP is the “Standard University Architectural Design Contract” which defines all expected deliverables and services.

- Total Project Cost - \$22,000,000
- Estimated Construction Cost - TBD

Detailed Scope of Work

1. Details of the specific project requirements are described in the University Design Contract. The architect’s proposal shall contain any and all qualifications to the standard contract.
2. Additional Services - The following additional services may be made part of the architect’s contract. The architect will not have to solicit prices for these services prior to selection.
 - Survey
 - Geotechnical – Borings and Evaluation
 - Professional Renderings (note – the architect’s basic services include all presentations that are normally used to obtain university approval of design concept)
3. Plan review and code approval
4. Environmental and other regulatory permitting
5. LEED Silver Rating in appropriate category
6. The proposer can recommend supplemental work tasks that would aid the University in solving the specific needs.

A. Design: Prepare plans and specifications suitable for renovation and construction. The design will proceed based on the program information in the School of Fine Arts Master Plan, revised as required by the School of Fine Arts to meet the project budget. The plans and specifications will be suitable for bidding and construction through a CM at risk delivery method. The design shall include all required site work, utilities, architectural and engineering work. The work includes coordinating and obtaining necessary project approvals. The design is to be completed in three phases, schematics, design development and construction documents. An estimate of probable construction costs is to be included at the end of each design phase.

B. Bidding Phase: The University Office of Capital Projects and Contract Administration (CPCA) will provide construction drawings to the Construction

Manager for the development of a Guaranteed Maximum Price (GMP). The successful design firm will be required to prepare the plans and specifications suitable for this process. The design firm will have to supply two completed sets of plans and specifications with appropriate professional engineering stamps. The successful firm will be have to attend the pre-bid conference for CM selection, respond through CPCA to all requests for information from CM's and their bidders (within 5 calendar days), prepare addenda as required, review bids and make recommendations for award.

C. Construction Administration: Unless otherwise directed, the team will be responsible for on-site construction administration. They will be responsible for review and approval of all construction submittals, attending weekly construction meetings, responding to Requests for Information, Addenda to the drawings and final punch list inspections.

D. Post Construction: Coordinate LEED Silver certification process, including post-construction systems and quality reviews. The successful firm will be responsible to submit final as-builts to the University within 3 months of project completion. The as-builts will be in hard copy and dwg files.

E. Miscellaneous Consulting Services: Provide consulting services related to findings of the planning phase and construction phase of this project.

Schedule

The Design Team will be required to meet the following schedule in providing these services.

Schematic Design	90 calendar days from notice to proceed
Design Development	90 calendar days from notice to proceed
Complete procurement documentation, including required building official approvals	180 calendar days from approval of DD Submittal
Construction Administration	24 months

Project Team Staffing Changes

If after technical proposals are submitted to the University there are staffing changes to the proposed project team, the firm must notify the University immediately and submit resumés of replacements. **Lack of notification could be grounds for disqualification**

SECTION II

PROPOSAL PROCESS:

Interested firms are required to submit proposals in the following format:

This Quality Based Selection (QBS) will be a two part process. The first part will be the receipt & evaluation of all Technical (Qualifications & Experience) Proposals with the intent of developing a short list of the most qualified firms that possess the type of experience required in this document.

The second part will be the receipt and evaluation of fee proposals.

PART ONE – QUALIFICATIONS/ EXPERIENCE

In a sealed envelope each firm is required to submit the following information:

Letter of Transmittal – Include brief statement of firm’s technical qualifications to complete this project.

Qualifications of Architectural Firm and Sub-Consultants – Describe the overall qualifications of the firm (and any sub consultants) including background in this field, the services that it provides and its specific experience in the last 5 years in the design of arts or similar higher educational environments.

Qualifications and Responsibilities of Key Personnel – Describe the professional qualifications and responsibilities of the key project team personnel who will be assigned to the project including their experience on similar assignments and their specific responsibilities on the proposed project
The proposal shall indicate all sub consultants that the Architect will deem necessary to complete the purposes of this project. Resumes of key sub consultants shall also be included in this section of the proposal. Utilize Federal Form 330 to provide documentation on team experience for applicable relevant programs.

Project Approach – Prepare a narrative which clearly demonstrates the firms’ understanding of the specific needs of the University and which concisely present a technical approach to completing the proposed scope of work.

Cost Control and Budgeting – Provide detailed examples of budget development and include examples of construction document estimates and actual bid results for three recent projects. Explain cost control procedures the firm employs on renovation projects to assist clients in the decision making process. Provide three examples of change order ratios on projects similar to the enclosed scope.

References - Present five (5) references for which the firm has performed within the past 5 years. Include the name, title, address and telephone number of each reference and description of duties.

Note - The University may choose to interview firms as part of the selection process, however, the proposer should not assume that this will be done. The technical proposal shall be “stand alone” document and may be the sole basis of selection. The University reserves the right to award the project based on the qualifications submitted or what best serves the needs of the University.

PART TWO – DEFINE SCOPE / PROVIDE FEE MATRIX

The second part of the process will involve the university providing the short listed firms detailed scope information, requesting fee proposal/fee matrix and interviews/presentations along with contract negotiations.

SECTION III

EVALUATION PROCESS:

The award of an agreement to the successful proposer will be based upon a comprehensive review. All proposals will be evaluated by a committee which will use the specific evaluation criteria listed below with the University reserving the right to base award on proposal presentation and subsequent interviews.

The University also reserves the right to reject any or all proposals, in whole or in part, to award any item, group of items, or the total proposal, to waive any informality or technical defects, or otherwise proceed under Connecticut General Statutes Sections 10a-109a through 10a-109y in accordance with University procedures and guidelines if it is deemed to be in the best interests of the University.

The following areas will be evaluated using information submitted in response to the RFP. Specific examples will help with evaluation. The University is particularly interested in those firms that have experience working in a university environment with a major focus on current experience with recently constructed similar university facilities. Therefore, please address the following items:

1. Recent (last 5 years) experience with development of higher education facilities, particularly studio/workshop facilities for the arts.
2. Recent (last 5 years) successful additions/new construction/renovation on University Campuses.
3. Experience with successful LEED project certifications – silver minimum.
4. Quality of project approach and work plan.
5. Past experience of key members of the team on the projects itemized in 1, 2, 3, & 4.
6. Success in managing costs and controlling budgets.

- Fees – Fee will be requested once firms are short-listed, Fees are not required at this step.

Additional Information

The proposer is encouraged to view the following information.

- a. Standard University Design Contract
- b. School of Fine Arts Master Plan

SECTION IV

Receipt of SOQs and Estimated Timetable:

Receipt of SOQs

All inquiries relative to the conditions and specifications listed herein as well as clarification of any information contained in this RFQ must be made to:

Mary Kate Sullivan
Capital Projects and Contract Administration
31 Ledoyt Road Unit 3047
Storrs, CT 06269-3047
Phone: (860) 486-8071
Fax: (860) 486-1953
www.cPCA.uconn.edu

All requests for clarification must be in writing and submitted on the request for information form attached. Responses to all written requests will be posted on the University Office of Capital Projects and Contract Administration website: <http://www.CPCA.uconn.edu> as well as the DAS website at http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp.

Under no circumstances may any applicant or its representative contact any employee or representative of the University regarding the RFQ prior to the closing date, other than as provided in this section. Strict adherence to this important procedural safeguard is required and appreciated.

Any violation of this condition may result in the applicant being considered non-compliant and ineligible for award.

Requests for clarification by the University

The University may request that any applicant clarify or supplement any information contained in the SOQ. Applicants are required to provide a written response within five (5) business days, or sooner, of receipt of any request for clarification by the University.

Submission Format/Receipt of SOQ

An **original and six (6) copies** of **STATEMENT OF QUALIFICATION must** be submitted in a sealed envelope / box and must be sent to:

Mary Kate Sullivan
Capital Projects and Contract Administration
31 Ledoyt Road Unit 3047
Storrs, CT 06269-3047
Phone: (860) 486-5004
Fax: (860) 486-1953

On or before 2 p.m. Local time January 29, 2010

All SOQs must be submitted in a sealed envelope or box and labeled as noted above. No responsibility will be attached to any person for the premature opening of any SOQ that is not properly identified.

E-mail or electronic attachments are not acceptable means of submitting a proposal and will be rejected as non-conforming. If you intend to use an express delivery service, it is recommended that you stress the need to deliver your package to the building and office designated above. Packages delivered by express mail to other locations might not be re-directed to the appropriate address in time to be considered.

Informal Communications:

From the date of receipt of this RFQ by each applicant, until a binding contractual agreement exists with the selected Firm or Firms and all other applicants have been notified or when the University rejects all SOQs, **informal communications regarding this procurement shall cease**. Informal communications shall include, but are not limited to:

- A. Requests from the applicants to any department(s) at the University, for information, comments, speculation, etc; and
- B. Requests from any department at the University, or any employee of the University for information, comments, speculations, etc.

Formal Communications:

From the date of receipt of this RFQ by each applicant until a binding contractual agreement exists, as noted above, communications between the University and the applicants will be formal. Formal communications shall include but not be limited to:

- A. Oral Presentations, if required

Estimated Timetable:

The following schedule will apply to this RFQ:

Closing Date for Inquiries – January 18, 2010
Submission of SOQs due – January 29, 2010

This timetable is tentative and subject to change. Any questions or concerns about the timetable should be communicated in writing immediately upon receipt of this RFQ. Failure to meet the delivery dates as outlined above may be basis for disqualification of the applicant's SOQ.

Definition of Terms

"SOQ"	Statement of Qualifications
"RFQ"	Request for Qualifications
"Purchaser", "Buyer", "UConn" "University of Connecticut", or "University"	The University of Connecticut
"Bidder", "Applicant", "Vendor" "Seller", or "Firm(s)"	Person, firm or corporation submitting SOQ to this RFQ
"Coordinator"	Mary Kate Kuzoian

SECTION IV

A draft of the contract has been attached to this SOQ . The University reserves the right to modify the contract or wave any informality as it deems to be in the best interest of the University. By submitting a proposal the Contractor accepts the contract and any modifications that the University deems necessary to it without exception. Exceptions to the contract submitted by the Contractor at any time will not be considered.

The University of Connecticut

Project Name: _____

RFI Deadline: January 18, 2010

Project Number: _____

Date: _____

REQUEST FOR INFORMATION FORM

PLEASE TYPE -OR- PRINT

TO: The University of Connecticut.

Fax (860) 486-1953

FROM: _____

(Name of Proposer)

ATTN: Mary Kate Sullivan

Bidder Contact: _____

Phone #: _____ **Fax #:** _____

Specification Section/page: _____

QUESTION (Please be specific): _____

RESPONSE: _____

BY: _____

Date: _____

NOTE #1: All questions must be submitted in writing before the prescribed RFI Deadline.
No verbal questions will be answered.

NOTE #2: All questions must be submitted in writing on this RFI Form. All answers to
RFI's will be issued in a Addendum

**STATE OF CONNECTICUT
THE UNIVERSITY OF CONNECTICUT**



STANDARD FIXED-FEE ARCHITECT'S CONTRACT

PROJECT NUMBER: _____

This contract for professional services herein designated in connection with the project entitled _____, hereinafter called "the Project" or "this Project", is entered into as of the date referenced by the latest date of the signatures of the parties' authorized representatives on the signature page of this contract, by and between the **University of Connecticut**, hereinafter called the "University", acting herein by its Vice President and Chief Operating Officer under the provisions of Sections 10a – 109a to 10a – 109y, inclusive of the Connecticut General Statutes, as revised, and _____, hereinafter called the "Architect";

The University and the Architect, in consideration of the mutual covenants, terms and conditions herein contained, do hereby agree as follows:

1. SCOPE OF PROFESSIONAL SERVICES; DEFINITIONS; TERM

1.1 The Architect will provide professional services for the "Project" as required herein and in accordance with Schedule A.

1.2 The term "Department" as used in this contract will mean the University's Department of Architectural and Engineering Services or in the case of a University of Connecticut Health Center ("UCHC") project the UCHC Department of Campus Planning, Design and Construction, as applicable. The term "Director" will mean the Associate Vice President of Architectural and Engineering Services of the University of Connecticut or in the case of a UCHC project, its Associate Vice President of Campus Planning, Design and Construction.

1.3 The term of this contract will be for _____ months beginning on _____ and ending on _____.

2. ARCHITECT'S MAXIMUM FEE; PAYMENTS; RECORD

2.1 The Architect's maximum total fee of _____ (\$ _____) will be paid as indicated below, and will

include other work as described in Schedule A for the completion of work specified, when previously authorized in writing:

- A. Pre-Design Study Phase: _____ Dollars (_____);
- B. Schematic Design Phase ("SD"): _____ Dollars (_____);
- C. Design Development Phase ("DD"): _____ Dollars (_____);
- D. Construction Documents Phase ("CD"): _____ Dollars (_____);
- E. Bidding/Proposal or Negotiation Phase: _____ Dollars (_____);
and

F. Construction and Close-out Phase: In the event the University approves and allocates funds for construction, a sum of _____ Dollars (_____) will be paid to the Architect for construction administration services. This construction administration sum includes the costs of services of any clerical and/or technical assistants working in the Architect's office or in the field. Said sum will be paid in equal monthly installments, based upon the construction contract time, until payment reaches 90% of the construction administration sum. An additional 5% of the construction administration sum will be payable upon Certification of the Final Application for Payment. The balance of the construction administration sum will be payable upon: (1) completing the project close out as required by the General Conditions and the General Requirements of the Contract for Construction, (2) the receipt of record drawings and archive specifications, and (3) final Architect certifications.

The duties of the Architect for construction administration are as indicated in Article 6.9. In the event the Director determines that the Architect has not performed its services as required by Article 6.9, then the equal monthly installments will be adjusted to a percentage commensurate with the level of the actual performance of the construction administration services. The equal monthly installment payments can be readjusted to a percentage commensurate with the level of the Architect's actual improvement of performance of construction administration services. The issue of the Architect's performance of services will be determined by the Director.

All payment installments, as adjusted, will remain in effect until the payments reach 90% of the construction administration sum. An additional 5% of the construction administration sum will be payable upon Certification of the Final Application for Payment. The balance of the construction administration sum will be payable upon: (1) completing project close out as required by the General Conditions and the General Requirements of the Contract for Construction, and (2) the receipt of record drawings and archive specifications, and (3) final Architect certifications.

Nothing contained herein will limit the University's right to terminate or suspend this contract pursuant to Articles 9 and 10 of this contract.

2.1.1 The Architect's maximum total fee in Section 2.1 will be reduced by the construction administration sum in Paragraph F of Section 2.1 if construction administration is not

requested. The maximum total fee in Section 2.1 will be increased by any payments that the University will be obligated to make pursuant to the provisions of Section 6.9.3. The maximum total fee will also be subject to a reduction pursuant to Section 2.1.4. A reasonable adjustment in said maximum total fee will be made by the Director in the event of termination or suspension as provided in Articles 9 and 10.

2.1.2 No changes or adjustments will be made in the maximum total fee unless the scope of the work performed or to be performed by the Architect has substantially changed as determined by the Director, and unless the Director has authorized in writing the change or adjustment in fee in accordance with the provisions of Section 13.5 “Amendments to the Contract”.

2.1.3 The maximum total fee includes all costs of living, transportation and communication, whether within or without the State of Connecticut, connected with the discharge of the Architect's duties under this contract unless express written notification to the contrary is received from the Director.

2.1.4 In addition, if at any time during the term of the contract the University should request the Architect in writing to reduce the scope of services originally agreed upon under the contract, the Architect will then reduce said scope of services, as requested, and his fee will be reduced by a fair and equitable amount, as determined by the University.

2.2 FEE ADJUSTMENT FOR SPECIAL SERVICES:

2.2.1 No changes or adjustments will be made in the maximum total fee as set forth in Section 2.1 as a result of the performance of the Special Services referred to hereafter, unless the Director has authorized in writing the change or adjustment in fee in accordance with Section 13.5.

2.2.2 Should it be necessary for the Architect to engage the services of a licensed land surveyor, geotechnical engineer or test boring firm, the University will reimburse the Architect for the cost of such services and will also pay the Architect ten percent (10%) of such cost, or such other percentage deemed reasonable by the Director for overhead and profit. The Architect's selection of the consultant retained must be submitted to the Department for approval.

2.2.3 If, in the opinion of the University, any special technical service is required, which is not usually furnished in architectural practice and which is not included in this contract, either expressed or implied by the nature of the work, then the University will, in writing, authorize the service and the related cost. The Architect's selection of the consultant retained must be submitted to the Department for approval. The University will reimburse the Architect for the cost of any services and will pay the Architect ten percent (10%) of such cost, or such other percentage deemed reasonable by the Director for overhead and profit.

2.2.4 Should the Architect itself wish to perform special services as described in this Article, the Architect will submit to the University a written quotation of the cost for performing such services. The quotation will not include, nor will the Architect be paid for, an additional percentage of the cost for overhead and profit. The Department will decide whether to allow the Architect to perform the work with its own forces based on its quotation, and will notify the Architect accordingly.

2.2.5 If the University should require the Architect to make any substantial change in the size or scope of the work or require any substantial change in plan, design or specification, which will necessitate the preparation by the Architect of additional sketches, drawings or other documents, or the making of substantial changes in any other document already approved, or upon which substantial work had been done pursuant to instruction to proceed, then the Architect will prepare the additional documents, make changes as required and will be entitled to reasonable compensation. The Director will determine the amount of such compensation and the manner of payment. If any substantial changes result in a change in the amount of the total Construction Budget noted in Article 4, said amount will be considered changed to an amount determined by the Director. Should it be necessary for the Architect to prepare any such additional documents or make changes in the same for purposes of meeting the budget requirements of the Project, and where an unforeseen increase in the cost of labor and/or materials is not the governing factor, the Architect will perform such duties without receiving additional compensation.

2.2.6 The Architect will be paid a reasonable fee for reuse by the University of the drawings and specifications prepared by the Architect, plus a reasonable fee for making necessary changes to such drawings and specifications as may be required by job conditions. The Director will determine the amounts of such fees.

2.2.7 If for reasons including, but not limited to, incomplete scope and, complexity, a fixed fee cannot be determined by the Director, the University will compensate the Architect for services rendered under this contract on the basis of pre-approved hourly rates for the personnel assigned to perform the services. The hourly rates will be determined in accordance with the provisions set forth in the Office of Policy and Management General Letter No. 97-1 dated November 21, 1996, which letter is incorporated herein by reference and made a part hereof as though fully set forth herein. Notwithstanding the preceding sentence, a pre-approved hourly rate will not exceed a reasonable rate, as determined by the Director and as authorized in writing in accordance with Section 13.5 of this contract, taking into consideration the skills and experience of the person providing the services. When pre-approved hourly rates are applicable, the University will be responsible for payment for overhead and profit, as set forth in OPM General Letter 97-1. Monthly requests for payment will be submitted on properly prepared invoice forms with attachments showing actual hours worked, pre-approved hourly rates applied, and any allowable additional direct costs included in the statement. The Architect will certify that each amount invoiced is both accurate and commensurate with the work performed for the University under this contract.

2.3 PAYMENTS.

2.3.1 Invoices for completed work for each applicable design phase will be submitted upon submission of progress sets as required by Section 5.2 and upon submission of the materials required by Section 5.1. The invoice for the Bidding and Negotiation Phase will be submitted upon completion of that phase. Invoices for the Construction and Close-out Phase will be submitted in accordance with Section 2.1, Paragraph F.

2.3.2 All invoices will be accompanied by supporting information and documentation as the Department may require. No payments will be made until: (1) materials are submitted in accordance

with Article 5, as applicable, and (2) invoices and required back up information have been reviewed and approved by the Department.

2.3.3 The Architect will examine the invoices of its consultants to confirm that all claimed fees and expenses are allowed under this contract. The Architect will not include ineligible amounts in its invoices to the Department.

2.4 RECORDS. Records of reimbursable expenses and services performed on an hourly basis will be kept on the basis of generally accepted accounting principles. Records will be available to the Department's authorized representative at mutually convenient times.

2.4.1 The Architect will permit the University or its duly authorized representative to examine and copy books and records of the Architect relative to charges for additional services, alleged breaches of contract, settlement of claims, or any other matter involving the Architect's demand for added compensation from the University. The Architect will also permit such examination and copying of its records as the University may deem necessary, excepting papers and records preceding the execution of the contract that are not a matter of record with the University, in order to determine that the Architect has complied with all laws and regulations pertaining to the contract, such as, but not limited to, Labor Compliance, Affirmative Action Program and Equal Employment Opportunity.

2.4.2 The Architect further agrees that it will keep all records relating to this contract until the expiration of three (3) years after final payment is made, or six (6) months after settlement of any disputes, whichever may be later.

2.4.3 The Architect further agrees that it and its subcontractors or consultants will permit the University, at its own expense, by its duly authorized representatives, to inspect and audit all their data, records and files pertaining to this contract.

3. PHASE SCHEDULE

3.1 The Architect will provide any and all services, documents and materials as required by this contract for the following phases within the time periods specified below or, at the option of the University, within extended periods to be determined by the Department, if the Department is of the opinion that such extensions are warranted and it has consented to such extensions in writing:

- A. Pre-Design Study Phase: _____ calendar days after receipt of this approved contract.
- B. Schematic Design Phase: _____ calendar days after receipt of this approved contract or receipt of written notice to proceed;
- C. Design Development Phase: _____ calendar days after receipt of written notice to proceed;

- D. Construction Documents Phase: _____ calendar days after receipt of written notice to proceed.

3.2 TIME OF THE ESSENCE: The Architect acknowledges that time is of the essence for completion of this Project. The Architect's services will be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Time limits established in the Project schedule identified above, and in the Design Schedule developed under Section 6.1.9, will not be exceeded by the Architect, except for reasonable cause.

4. CONSTRUCTION BUDGET AND CONSTRUCTION COST

4.1 The Architect's design will be based on a total Construction Budget of _____ Dollars (_____). This amount is not to be exceeded except by prior and express written permission from the Director.

4.2 DEFINITION: The Construction Cost will be the total or estimated cost to the University of all elements of the Project designed or specified by the Architect. The Construction Cost will include: (1) all construction work, (2) the connection of all existing utilities and related services, and (3) any other costs directly chargeable to the proper functioning of the building, with the exception of the furnishing of equipment other than that which is usually built in as a component part of the building.

4.2.1 The Construction Cost will also include the cost, at current market rates, of labor and materials furnished by the Department and equipment designed, specified, selected, or specially provided by the Architect, plus a reasonable allowance for the contractor's/construction manager's overhead and profit. A reasonable allowance for contingencies will be included for market conditions at the time of bidding and for changes in the work during construction.

4.2.2 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way, or financing.

4.2.3 The Construction Budget may be changed only by written notice or written authorization from the Department. The Architect will express any objections to a change in the Construction Budget within ten days from receipt of such notice.

4.3 RESPONSIBILITY FOR CONSTRUCTION COST: Evaluation of the University's Construction Budget represents the Architect's judgment as a design professional familiar with the construction industry. Neither the Architect nor the University has control over the cost of labor, materials or equipment, over the contractor's/construction manager's methods of determining bid/proposal prices, or over competitive bidding, market or negotiating conditions.

4.3.1 If the University changes the mutually agreed upon Project program, the Architect will inform the Department of the cost implications to the Project.

5. REQUIRED DOCUMENTS

5.1 The Architect will submit the following materials for review and approval:

- A. Pre-Design Study Phase: _____ sets of reproducible documents, photographs of the models and the models themselves;
- B. Schematic Design Phase: _____ sets of reproducible full-size drawings, _____ sets of half-size drawings; _____ sets of specifications; and _____ sets of detailed cost estimates;
- C. Design Development (“DD”) Phase: _____ sets of reproducible full-size drawings, _____ sets of half-size drawings; _____ sets of specifications; and _____ sets of detailed cost estimates; and
- D. Construction Documents (“CD”) Phase: _____ sets of reproducible full-size drawings, _____ sets of half-size drawings; _____ sets of specifications; and _____ sets of detailed cost estimates.

It is understood that no review and/or approval by the University of any design or design documents submitted by the Architect at any phase or stage will relieve the Architect of the Architect’s responsibility to design the Project in accordance with the approved program or budget. Any design or design documents will be in full compliance with the University’s Design Standards set forth in Section 6.1.11, Connecticut Building and Fire Safety Codes, all applicable laws, statutes, regulations and ordinances set forth in Section 6.1.7, and as otherwise required by this contract, or of any responsibility of the Architect arising out of the University’s reliance on the Architect’s professional skill and ability to discharge the services required by this contract.

5.2 PROGRESS SETS: "Progress Set" submittals are required at 50% DD, 50% CD and 90% CD. One reproducible set of full size drawings and one set of specifications for each “Progress Set” will be provided by the Architect to the Department.

5.3 REPRODUCTION OF DRAWINGS: The Architect will deliver all drawings, specifications and other documents for the Department's use (requiring reproduction) to the Department's designated printer for reproduction. The Department will pay the printer directly for any such reproduction services. Reproduction of documents for the office use of the Architect and the Architect's consultants is specifically excluded from this provision and will be done at the Architect's expense.

5.4 ELECTRONIC MEDIA: The Architect will develop drawings for this Project using computer aided drafting software fully compatible with AutoCAD's Release 2004 or such other version as approved by the Department. After the required end-of- phase documents are approved by the Department, and at a time specified by the Department, the Architect will submit the documents on CD ROM. Upon completion of construction of the Project, the Architect will submit revised digital media to reflect as-built conditions. All AutoCAD documentation related to a Project will be of a single media type. All the work called for in this paragraph will be provided by the Architect at no additional cost to the University.

5.5 INSTRUMENTS OF SERVICE: Drawings, specifications and other documents (including those in electronic form) prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants will be deemed the authors. The University will retain all common law, statutory and other reserved rights, including copyrights. The parties agree that the services are being performed and the work product resulting from the services provided by Architect and the Architect's consultants are being done at the discretion of the University and will be considered work for hire. Any rights in and to all original material prepared for the University and arising out of the Design Services as provided pursuant to this contract or as part of the process of creating the work product will belong exclusively to the University, no rights therein being reserved to the Architect. The Architect will secure appropriate written contracts with each of its consultants and subcontractors performing work on the Project, which will conform to the requirements of this Article. In the event that such works are determined by a court not to be works made for hire, the Architect hereby irrevocably assigns the exclusive copyright to the University.

6. ARCHITECT'S SERVICES

6.1 GENERAL SERVICES:

6.1.1 BASIC SERVICES. Basic Services of the Architect will include the services of all professional and technical disciplines needed to perform the services described herein, whether performed by the Architect or by consultants hired by the Architect. These services, and all services of the Architect and its consultants, will be performed according to generally accepted standards of professional practice and care as defined by Connecticut law.

6.1.2 KEY PERSONNEL. The key personnel of both the Architect and its consultants assigned to the Project will be identified in writing and submitted to the Department before the execution of the contract. Any change in personnel is subject to the Department's approval, which will not be unreasonably withheld. The Department may, at any time, require the replacement of any individual deemed unsuitable for the Project.

6.1.3 CONSULTANTS. The consultants to be used by the Architect will be identified in writing and submitted to the Department for approval before execution of the contract. The use of additional or substituted consultants must be approved in advance by the Department. Copies of all contracts with any consultant will be supplied to the University within five (5) days of their execution.

6.1.4 PROJECT ADMINISTRATION. The Architect will provide all project administration services necessary to facilitate the orderly progress of the Project, including: (1) supervision of the work of the Architect's in-house personnel, (2) direction of the Architect's consultants, (3) coordination of information flow and decision making, and (4) progress monitoring and reporting.

6.1.5 COORDINATED SERVICES. The Architect acknowledges that it is essential all design consultants' services in connection with the Project be coordinated. The Architect will: (1) coordinate the services of all design consultants for the Project, (2) review and check all drawings and

specifications prepared for the Project, (3) modify its work, and (4) arrange for the modification of the consultants' work.

6.1.6 ARCHITECT'S/CONSULTANT'S DOCUMENTS. The Construction Documents will be complete, coordinated and in full and strict compliance with all laws, Connecticut Building and Fire Safety Codes, statutes, regulations and ordinances, excluding zoning ordinances, at the time they are delivered to the Department. If at any time, defects, deficiencies, errors, omissions, lack of coordination or non-compliance with the requirements of this contract are discovered in connection with the drawings, specifications, sketches, other Construction Documents or information prepared or provided by the Architect, the Architect, immediately upon awareness of the same, will take all necessary steps to correct any such defects, deficiencies, errors, omissions, lack of coordination or non-compliance and issue any necessary documents for such correction at no additional cost to the University. The Architect will be responsible for costs and damages incurred by the University or contractor/construction manager resulting from a deviation from the design standard set forth in Sections 6.1.1 and 6.1.14, which results in defects, deficiencies, errors, omissions, lack of coordination or non-compliance, including, but not limited to, any damages and costs as a result of delays to the Project and increased construction costs. The Architect represents that the design of the Project will not result in patent, trademark, or copyright infringement, and will indemnify and hold the University harmless from and against any such infringement.

6.1.7 LAWS, CODES AND REGULATIONS. The Architect will: (1) identify and research all laws, Connecticut Building and Fire Safety Codes, statutes, regulations and ordinances, excluding zoning ordinance review, applicable to the Project, (2) design the Project to be in compliance therewith, and (3) ensure, represent, covenant and warrant that the design and all design documents and submittals will be and are in compliance therewith. With the Department's approval, and at times appropriate to the Project phase, the Architect, and his consultants if necessary, will review the Project with any board, committee, commission, agency or persons having authority or jurisdiction with regard to any aspect of the Project. The Architect will prepare necessary written and graphic explanatory materials, and appear on the Department's behalf at agency, board, committee, commission and public meetings incidental to the Architect's design and construction administration services. The Architect will assist the Department in reviewing the Project with Building Officials, Fire Marshals and any other State or municipal agency or department representatives having jurisdiction over the Project. All such visits will be made with the Department's Representative. If required for the Project and authorized by the Department, the Architect will prepare necessary code modification requests. The Americans with Disabilities Act (ADA) provides, among other things, that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to and by individuals with disabilities. The Department acknowledges that portions of the requirements of the ADA may be subject to various interpretations. The Architect will use his or her professional efforts and judgment in accordance with the standards of the industry, to interpret applicable ADA requirements. The Architect will ensure that the requirements for accessibility per the Connecticut State Building Code will be strictly applied and adhered to for the Project.

6.1.8 DEPARTMENT FURNISHED INFORMATION. The Architect will identify information or documents required from the Department for the Project, for the purpose of gathering such

documents from the Department's identified record storage locations. The Architect will assemble, review, and coordinate data furnished by the Department.

6.1.9 DESIGN SCHEDULE. The Architect will prepare a comprehensive Design Schedule, based on the Department's overall Project schedule. The Design Schedule will be presented in the Department's required format, and will be prepared in the latest version of Microsoft Project. The Design Schedule will be provided to the Department in an electronic file upon request. The Design Schedule will include all milestones identified by the Department as part of the Department's Project schedule, and will identify: (1) deadlines for information exchange and decision-making, (2) major meetings, (3) progress and end-of-phase document submissions, (4) Department review/approval periods, (5) submission for approval of authorities having jurisdiction, (6) value engineering sessions, and (7) other major activities as are appropriate to the Project.

6.1.9.1 The Architect will continuously monitor the Design Schedule and will notify the Department of actions required to maintain the schedule. The Architect will update the Design Schedule at each project meeting. Milestones may be modified only with the approval of the Department. The Architect is not responsible for changes to the Design Schedule, which occur due to matters outside the control of it and/or its consultants.

6.1.10 MEETINGS. The Architect will schedule all meetings with the Department through the individual identified by the Department as its project manager ("Project Manager") for the Project.

6.1.10.1 The Architect will prepare minutes of all meetings attended by the Architect, except for construction meetings for which others may be assigned to keep the minutes, noting in sufficient detail topics discussed, information presented and reviewed, decisions made, comments and observations. The minutes will note "ACTION" items specifically by individual responsible, tasks to be undertaken and the date anticipated for completion. The minutes will be distributed within one week of the documented meeting.

6.1.11 UNIVERSITY DESIGN STANDARDS. The Architect will design the Project to comply with the University Design Standards as of the date of this contract. If the Architect judges an aspect of the University Design Standards to be in conflict with a Project requirement, or to be otherwise detrimental to the Project, the Architect will request and abide by written direction from the Department's Project Manager. If the Architect deviates from the University Design Standards without specific written direction from the Department, the Department may instruct the Architect to modify the design documents as necessary, without additional compensation, to comply with the University Design Standards.

6.1.11.1 The Architect will design mechanical systems, including controls, in cooperation with the Department's designated controls consultant and/or contractor/construction manager, based on controls scope of work approved by the Department's Project Manager. The Department has designated Andover Controls as the exclusive type/source of control systems equipment for the University campus at Storrs, Connecticut. The Architect will coordinate the design of mechanical systems with Andover Control's designated representative(s) for the University.

6.1.11.2 The Architect will have facsimile capability, access to the World Wide Web and at least one e-mail address capable of receiving data files.

6.1.11.3 The Architect will consult with the Department Project Manager to ascertain requirements of the Project and consult with proper State authorities. The Architect will become informed as to specific institutional conditions that might affect its contemplated work or the hours or season of its execution, including, but not limited to, use of adjacent areas and interruptions of institutional routine. The drawings and specifications submitted by the Architect for review and approval by the Department will reflect consideration of those conditions requiring safeguards and precautionary measures in excess of usual practice.

6.1.11.4 The Architect warrants, covenants and agrees that the Architect and any consultant retained by the Architect will perform their services under this contract in accordance with the standards and practices of their respective professions, and that any documents, material or information supplied by the Architect or such consultant as required by the contract will be in accordance with the standards and practices of their respective professions.

6.1.11.5 Sustainable Design. Upon completion of each of the Schematic Design, Design Development and Construction Design Phases for the Project, the Architect will submit documentation and proof to the Department, in a format approved by the Department, (1) that the design is consistent with any Leadership in Energy and Environmental Design's (LEED) rating system/certification level, or other sustainable design requirements, set forth in Schedule A, and (2) that the design is in compliance with the University's Sustainable Design and Construction Policy.

In addition, if the Project is for new construction projected to cost \$5 million or more, or for renovation projected to cost \$2 million or more, upon completion of each of the Schematic Design, Design Development and Construction Documents Phases for the Project, the Architect will submit documentation and proof to the Department that the design will comply with or exceed compliance with the Silver Building rating of the LEED rating system for new commercial construction and major renovation projects, or provide documentation for compliance with Connecticut General Statutes Section 16a-38k(b), except in those instances where the Project has been exempted from compliance pursuant to Connecticut General Statutes Section 16a-38k and University Board of Trustees Policy.

Regarding any Project for which design compliance with a LEED rating system/certification level is required, the Architect, at its own expense, shall comply with all applicable LEED protocols, including registering the Project with the United States Green Building Council (USGBC) at the beginning design phase and applying for LEED Certification at Project completion.

The Architect will be responsible for leading the project team in a structured process to identify, evaluate and recommend strategies for achieving LEED Certification. The Architect will incorporate the selected strategies into the design documents for use in the LEED Certification application process. The Architect will be responsible for completing the online Letter Templates for each Prerequisite and Credit being pursued, including the gathering of all supporting documentation (design drawings, specifications, shop drawings, submittals, calculations, energy models, affidavits and certifications) from others. The

Architect will be required to monitor and regularly report on activities that will affect the achievement status of individual Prerequisite and Credits throughout the design and construction process. The Architect will submit all documents required to initiate an Application Review with the USGBC at the completion of construction along with the appropriate Certification fee. The Architect will be responsible for responding to all requests for clarification from the USGBC. At the completion of the Application Review the Architect will provide advice on appealing credits denied under the Application Review and shall file for Credit Ruling Appeals as necessary to achieve the required LEED certification.

6.1.12 COOPERATION WITH COMMISSIONING AGENT: The Architect agrees that it will work cooperatively with and provide appropriate assistance to a Commissioning Agent that will be assigned to the Project.

6.2 ADDITIONAL SERVICES: The following services are not included in Basic Services and will be provided only if requested and authorized by the Department in writing. Before performing any additional services, the Architect will provide the Department with the fixed or not-to-exceed costs for performing such services, and the contract will be amended in accordance with Section 13.5.

6.2.1 DESIGN REVISIONS. Making major revisions in Drawings, Specifications, or other documents when such revisions are: (1) inconsistent with written approvals or instruction previously given, (2) required by the enactment or revision of codes, laws and regulations subsequent to the preparation of such documents, or (3) due to other causes not within the control of the Architect.

6.2.2 DOCUMENT REVISIONS DURING CONSTRUCTION. Preparing drawings, specifications and supporting data in connection with Change Orders, unless the Change Order is necessitated by an act or omission of the Architect or the Architect's consultants.

6.2.3 REPLACEMENT OF WORK. Providing consultation concerning replacement of any work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such work.

6.2.4 FAILURE OR DEFAULT OF CONTRACTOR/CONSTRUCTION MANAGER. Providing services made necessary by: (1) the failure of performance, termination, or default of the contractor/construction manager, (2) major defects or deficiencies in the work of any contractor/construction manager, or (3) failure of performance of either the Department or any contractor/construction manager under the contracts for construction entered into between the University and contractors/construction managers. Under no circumstance will the Architect be entitled to receive additional compensation for services made necessary by the errors, omissions, or failure of performance of the Architect and/or its consultants. Additional compensation for extended services claimed because of a time overrun of more than 10%, which is not due to the errors, omissions or failure of performance of the Architect, will be allowed, provided the services were affected by the extended construction duration, as determined by the Director.

6.2.5 POST FINAL COMPLETION. Providing services, other than the 10-month warranty inspection, after issuance of the final Project Certificate for Payment to the Department, provided that the Architect's Closeout Phase obligations have been fully completed. In the absence of a

final Project Certificate for Payment, providing services required to extend the close-out period more than sixty days after the Date of Substantial Completion of the work, except when the Architect is the cause of such extension. An extension of the close-out period beyond sixty days does not entitle the Architect to additional compensation for close-out services which are not affected by the time extension, such as review of required close-out submittals, or preparation of Mechanical, Electrical and Plumbing (“MEP”) systems descriptions, even though such services may occur during the extension.

6.2.6 WITNESS. Preparing to serve or serving as a witness on the Department's behalf in connection with any legal proceeding, except with regard to claims allegedly arising out of the errors or omissions of the Architect or its consultants, which services will be provided by the Architect and its consultants as part of Basic Services.

6.2.7 LIFE CYCLE COST ANALYSIS. If requested by the Department, the Architect will provide a life cycle cost analysis at the Schematic and Design Development Phases. This analysis will be performed at the level of detail required by the Department and invoiced as an additional service.

6.2.8 OTHER SERVICES. Providing any other services not included in this contract and not customarily furnished in accordance with generally accepted architectural practice, which are requested and acknowledged by the Department in writing as being additional services.

6.2.9 No architectural services made necessary by any error, act or omission of the Architect to perform its duties, responsibilities or obligations under this contract, will be compensated as an additional service under this contract.

6.3 PRE-DESIGN STUDY PHASE: The purpose of this phase is to define and reconcile functional, architectural and budgetary requirements. The Architect will develop a Facilities Program Document for the Project including the elements described in Sections 6.3.1 and 6.3.2. At this time the Architect will make sufficiently accurate estimates to determine the feasibility of constructing the Project within the funds available. The Architect will submit for review and approval by the Department the Facilities Program Document, the conceptual design drawings and diagrammatical massing models.

6.3.1 The Architect will: (1) identify and confirm the Project goals and objectives, provide a site analysis indicating key campus building relationships, vehicular and pedestrian access points, parking requirements, and solar and wind conditions, (3) provide a detailed analysis and description of program space confirming the size and total gross area required, furniture/equipment requirements, and program adjacency relationships, (4) identify specific program technical requirements including, but not limited to, acoustical, artificial/natural lighting, structural, mechanical and protective finishes, and (5) identify applicable University standards and applicable zoning and building code requirements.

6.3.2 This document will form the basis and guide of the Project design for the duration of the Project. The Architect will develop conceptual designs, which will include the basic massing strategy based on the Facilities Program Document, through the development of drawings and diagrammatical massing models.

6.3.3 The Architect will: (1) record, evaluate, and respond to the Department's comments based on the University's reviews of the Pre-Design Study, and (2) identify changes, which will be incorporated into the final submission of the Pre-Design Study.

6.4 SCHEMATIC DESIGN PHASE: Pursuant to conferences with the Department, designs will be prepared by the Architect to encompass the general program of the Project. These designs will consist of small scale drawings, elevations, sections and outline specifications (hereinafter referred to as "Schematic Design Documents"). All specifications will be prepared in accordance with the CSI (Construction Specifications Institute) manual of practice. At this time, the Architect will make a detailed estimate of the Construction Cost as defined in Article 4 with sufficient accuracy to determine the feasibility of constructing the Project with the funds available. The Architect will submit for review and approval the number of sets of drawings, specifications and detailed cost estimates as indicated in Article 5 of this contract.

While preparing such drawings, specifications and detailed cost estimates, the Architect will investigate any factors that may conflict with the use of the site as proposed, including, but not limited to, neighboring building lines, zoning regulations, sanitary codes, health and fire laws and local ordinances. The Architect will report its findings to the Department when submitting Schematic Design Phase drawings and outline specifications and detailed cost estimates.

The Architect will design the Project in accordance with the approved program and budget and in compliance with the University's Design Standards set forth in Section 6.1.11, Connecticut Building and Fire Safety Codes, all applicable laws, statutes, regulations and ordinances as set forth in Section 6.1.7 and as otherwise required by this contract. If, at the end of the Schematic Design Phase, the detailed cost estimate (after reconciliation with the University's independently developed estimate, if available) exceeds the total Construction Budget stated in Article 4, the Architect will make appropriate recommendations to the Department for adjustments to the Schematic Design Documents with regard to the Project's scope, quality or budget. At that time, the University will have the right to instruct the Architect to modify the Schematic Design Documents as necessary, without additional compensation, to comply with the budget and program.

If the detailed cost estimate is more than 10% less than the Construction Budget, the Department will have the right to instruct the Architect to modify the Schematic Design Documents as necessary, without additional compensation, to reintroduce project elements that were eliminated based on the Architect's recommendations.

The Architect will provide as Schematic Design Phase Services the following, in connection with or in addition to the above:

6.4.1 PROGRAM REVIEW AND EVALUATION. If the program was not developed by the Architect as part of the Pre-Design Study Phase, the Architect will: (1) review the program furnished by the Department to ascertain the requirements of the Project, and (2) provide a written evaluation of any proposed revisions to the Departments' program, schedule and construction budget requirements, each in terms of the other.

6.4.2 ANALYSIS OF ALTERNATIVES.

6.4.2.1 Unless directed otherwise by the Department, the Architect will consider and review with the Department alternative approaches to the overall design and construction of the Project, with the aim of best meeting the Department's stated objectives for the Project, including scope, cost, schedule and design intent.

6.4.2.2 Unless directed otherwise by the Department, the Architect will: (1) suggest alternatives to various building systems, components and construction methodologies, (2) provide an evaluation of the effect of the alternatives on the total project concept, constructability, overall schedule, and cost of the Project, and (3) provide pricing and cost information for all elements of labor and materials derived from at least two sources of pricing/cost information commonly utilized in the construction industry.

6.4.3 ARCHITECTURAL DESIGN. Where appropriate and as mutually agreed upon by the Department and the Architect to convey three-dimensional aspects of the design, the Architect will prepare (based on the program requirements, budget and other design criteria): (1) conceptual plans, (2) preliminary sections and building elevations, (3) preliminary selection of building systems and materials, (4) summary of areas and volumes, and (5) perspective sketches or study models. This will include any special design considerations requiring specialty consultants as provided in Basic Services set forth in the contract.

6.4.4 STRUCTURAL DESIGN. The Architect will: (1) review with the Department alternate structural materials and systems, (2) develop conceptual design solutions for selected systems, and (3) identify system characteristics and limitations, including practical span lengths, bay spacing, and typical sizes of structural members.

6.4.5 MECHANICAL DESIGN. The Architect will: (1) review with the Department alternate materials, systems and equipment, (2) develop conceptual design solutions for connection to existing services, heating and ventilating, air conditioning, energy conservation, plumbing, fire protection, special mechanical systems, acoustical, and control systems, (3) prepare preliminary load assessments, and (4) identify general space requirements.

6.4.6 ELECTRICAL DESIGN. The Architect will: (1) review with the Department alternate materials, systems and equipment, (2) develop conceptual design solutions for power service and distribution, interior and exterior lighting, audiovisual systems, fire detection and alarms, security systems, electronic communications (telephone and data), and special electrical systems, and (3) identify general space requirements.

6.4.7 CIVIL DESIGN. The Architect will: (1) review with the Department alternate materials and systems, and (2) develop conceptual design solutions for on-site utility systems, fire protection systems, drainage systems, grading, paving, curb cuts, and review of impacts on off site utilities required for the Project.

6.4.8 INTERIOR DESIGN. The Architect will review with the Department alternate floor plan layouts, and established preliminary materials relative to the interior construction of the Project, including partition locations and equipment layouts.

6.4.9 LANDSCAPE DESIGN. The Architect will review with the Department the scope and preliminary details for landscape construction, materials, plantings, fixtures and furnishings.

6.4.10 SIGNAGE DESIGN. The Architect will review with the Department the scope and establish preliminary materials and details for construction of all signage necessary to comply with the requirements of applicable codes.

6.4.11 MATERIALS RESEARCH AND SPECIFICATIONS. The Architect will: (1) review with the Department applicable performance criteria and quality standards for potential materials, systems and equipment, (2) investigate availability and suitability of alternative materials, systems and equipment making recommendations to the Department, and (3) prepare outline specifications in accordance with the Construction Specification Institute (CSI) Manual of Practice.

6.4.12 COST ESTIMATING. Concurrent with the submission of the Schematic Design Documents, the Architect will: (1) submit to the Department a systems-based preliminary estimate of Construction Cost as defined in Article 4 of this contract, and (2) reconcile its estimate with the Department's independently developed estimate. If the Department is employing a third party Construction Estimator, the Architect will: (1) provide the Schematic Design Documents to the Construction Estimator, (2) review the preliminary estimate of construction cost prepared by the Construction Estimator, (3) work cooperatively with the Construction Estimator to reconcile any areas of difference, and (4) agree upon an estimated construction cost to be used as the basis for proceeding with the design.

6.4.13 VALUE ENGINEERING. If requested by the Department for cost control purposes related to Article 4, the Architect will: (1) present the preliminary design to the Department's designated value-engineering team, (2) evaluate the modifications proposed by the value engineering team and make recommendations for acceptance or rejection, (3) record a list of value engineering modifications accepted by the Department, and (4) indicate if modifications can be incorporated during the Design Development Phase, or if redesign is required.

6.4.14 PRESENTATIONS. The Architect will present Schematic Design Documents to the Department and respond to questions. Documents will be presented in a format acceptable to the Department.

6.4.15 DEPARTMENT'S COMMENTS. The Architect will: (1) record, evaluate, and respond to the Department's comments based on the review of the Schematic Design Documents, (2) modify the Schematic Design Documents to correct deficiencies if the Department determines that the scope of the needed modifications is such that this step is appropriate, (3) identify changes, which will be incorporated into the design of the Project during the Design Development Phase, and (4) identify any Department requested design changes, which require additional services.

6.4.16 The Architect will advise the Department of any need or advisability of the Department's securing any tests, analyses, studies, reports, or consultants in connection with the development of the design and construction documents for the Project.

6.4.17 The Architect will, if and when directed by the Department, perform a review and analysis of the existing structure as required in Section 6.11.

6.5 DESIGN DEVELOPMENT PHASE: The Architect must receive written notice from the Department to proceed with the Design Development Phase before commencing the phase. The Design Development Phase drawings will show the extent of the site, location of the Project on the site and the general disposition of the principal features and equipment embodied in the Project, and will be sufficiently developed so as to fix and illustrate the size and character of the Project in all of its essential basic particulars as to kinds of materials, types of structure, and mechanical and electrical systems. All specifications will be prepared in accordance with the CSI (Construction Specifications Institute) manual of practice. The Drawings and Specifications shall constitute the "Design Development Documents". The Architect will submit for review and approval the number of sets of drawings, specifications and detailed cost estimates as indicated in Article 5 of this contract.

Submitted with the Design Development Documents will be a detailed estimate of the Construction Cost as defined in Article 4 predicated on the same, and broken down into the major sub-trades for the construction of the building, with separate figures for special items such as equipment, site work, and utility lines. Basic engineering and other drawings and specifications will also be provided at this time by the engineers and other consultants working under the direction of the Architect.

The Architect will design the Project in accordance with the approved program and budget. If, at the end of the Design Development Phase, the detailed estimate of Construction Cost as defined in Article 4 (after reconciliation with the University's independently developed estimate, if available) is greater than the University's Construction Budget in Section 4.1, the Architect will make appropriate recommendations to the Department for adjustments to the Design Development Documents in regard to the Project's scope, quality or budget. At that time, the University will have the right to instruct the Architect to modify the Design Development Documents as necessary, without additional compensation, to comply with the budget and program.

If the Construction Cost estimate is more than 10% less than the Construction Budget, the Department will have the right to instruct the Architect to modify the Design Development Documents as necessary, without additional compensation, to reintroduce project elements which were eliminated based on previous cost estimates.

As the drawings submitted during this phase are to form the basis of the whole concept of the Project, they will be reviewed by the Department for conformance to functional and technical requirements of the Project and approved by the Department before the Architect proceeds to the next phase. It is understood that this review and approval, as well as any prior or subsequent review and/or approval of any design or design documents submitted by the Architect at any time, does not relieve the Architect from its responsibility to design the project in accordance with the approved program and budget and in compliance with the University's Design Standards set forth in Section 6.1.11, Connecticut

Building and Fire Safety Codes, all applicable laws, statutes, regulations and ordinances set forth in Section 6.1.7, and as otherwise required by this contract, arising out of the University's reliance on the Architect's professional skill and ability to discharge the Architect's services as required by this contract.

In connection with or in addition to the above, the Architect will provide the following as Design Development Phase services:

6.5.1 GENERAL. Based on the approved Schematic Design Documents, the Architect will, subject to the Department's approval: (1) incorporate the Department's review comments and any adjustments authorized by the Department in accordance with the program, schedule, or Construction Budget, (2) further develop the design of the Project, (3) resolve remaining design issues with the Department, (4) research materials, systems, and equipment, and (5) prepare Design Development Documents.

6.5.2 ARCHITECTURAL DESIGN. The Architect will establish the final scope, relationships, forms, size and appearance of the Project through: (1) plans, (2) sections and elevations, (3) typical construction details, (4) materials selection, (5) equipment layouts, (6) perspective sketches, and (7) study models where appropriate to convey three-dimensional design intent.

6.5.3 SPACE INVENTORY INFORMATION. The Architect will: (1) establish room numbers and room use descriptions with the Department's Space Inventory personnel, according to the Department's permanent system for tracking space, (2) review the Department's required content and format for Assignment Plans, (3) submit a progress print of floor plans, including room numbers and room use descriptions at 50% completion of both the Design Development Phase and the Construction Documents Phase.

6.5.4 STRUCTURAL DESIGN. Based on the approved structural system, the Architect will establish final structural design criteria, foundation design criteria, bay spacing and other dimensions, preliminary sizing of major structural components, critical coordination clearances, and outline specifications.

6.5.5 MECHANICAL DESIGN. The Architect will: (1) perform HVAC load calculations and plumbing fixture counts, (2) establish equipment sizes and capacities; equipment, distribution, and piping layouts; required space for equipment; required chases and clearances; acoustical and seismic controls; visual impacts; energy conservation measures, and (3) develop control schematics.

6.5.6 ELECTRICAL DESIGN. The Architect will establish: (1) the final scope of the lighting, electrical, telephone and data systems, (2) sizes and capacities of major components; equipment layouts; required space for equipment; required chases and clearances, and (3) energy conservation measures.

6.5.7 CIVIL DESIGN. The Architect will establish the final scope and preliminary details for on-site civil engineering including connecting to existing infrastructure.

6.5.8 INTERIOR DESIGN. The Architect will establish: (1) final scope and preliminary details relative to interior construction of the Project, and (2) special interior design features, including, but not limited to, furniture, furnishing, equipment selections, materials, finishes and colors.

6.5.9 LANDSCAPE DESIGN. The Architect will establish the final scope and preliminary details for landscape construction, materials, plantings, fixtures, and furnishings.

6.5.10 SIGNAGE DESIGN. The Architect will establish the final scope, preliminary materials and details for construction of all signage necessary to comply with the requirements of applicable codes.

6.5.11 SPECIFICATIONS. The Architect will: (1) prepare a design development specification consisting of summary specification sections organized according to the CSI Division format, (2) review Division 1 sections provided by the Department, and (3) submit proposed modifications.

6.5.12 COST ESTIMATING. As the Design Development Documents are being developed, if there is a fundamental design change which will have a significant impact on the Construction Cost, the Architect will provide the Department with the estimated cost impact of the contemplated change. If authorized by the Department, the Architect will adjust the Project scope, quality, or Construction Budget to best meet the Department's requirements, based on such re-evaluations of the Construction Cost estimate. Concurrent with the submission of the Design Development Documents, the Architect will submit to the Department a detailed estimate of the Construction Cost as defined in Article 4 organized according to the CSI format. The Architect will reconcile its estimate with the Department's independently developed estimate.

6.5.13 VALUE ENGINEERING. If requested by the Department for cost control purposes related to Article 4, the Architect will: (1) present the Design Development Documents to the Department's designated value-engineering team, (2) participate in the evaluation of the modifications proposed by the value engineering team, (3) make recommendations for acceptance or rejection, (4) record a list of value engineering modifications accepted by the Department, and (5) indicate if modifications can be incorporated during the Construction Document Phase, or if redesign is required.

6.5.14 PRESENTATIONS. The Architect will present Design Development Documents to the Department and respond to questions. Documents will be presented in a format acceptable to the Department.

6.5.15 DEPARTMENT'S COMMENTS. The Architect will record, evaluate, and respond to the Department's comments based on the reviews of 100% Design Development Documents. At 100% Design Development Documents, the Architect will: (1) identify changes, which will be incorporated into the design of the Project during the Construction Documents Phase, and (2) identify any Department-requested design revisions, which require additional services.

6.6 CONSTRUCTION DOCUMENT PHASE: The Architect must receive written notice from the Department to proceed with the Construction Documents Phase before commencing the phase. All

documents provided during the Construction Documents Phase will be collectively referred to as the "Construction Documents." The Construction Documents to be provided in this phase are a part of the construction contract and as such must explain in substantial detail the full scope of the work included in, and performed under, the construction contract. A final detailed estimate of the Construction Cost, as defined in Article 4, including unit prices, quantities, labor and materials, predicated on the Construction Document Phase drawings and detailed specifications, will be included as a part of this phase. All specifications will be prepared in accordance with the CSI (Construction Specifications Institute) manual of practice and in accordance with Sections 10a – 109a to 10a – 109y inclusive of the Connecticut General Statutes, as revised, when applicable. The Architect will submit for review and approval the number of sets of drawings, specifications and detailed cost estimates as indicated in Article 5. The review and approval by the Department, as well as any prior or subsequent review and/or approval of any design or design documents submitted by the Architect at any time, does not relieve the Architect from the responsibility to design the project in accordance with the approved program and budget and in compliance with the University's Design Standards set forth in Section 6.1.11, Connecticut Building and Fire Safety Codes, all applicable laws, statutes, regulations and ordinances in Section 6.1.7, and as otherwise required by this contract, arising out of the University's reliance on the Architect's professional skill and ability to discharge the Architect's services as required by the contract.

The Architect will design the Project in accordance with the approved program and budget and in compliance with the University's Design Standards set forth in Section 6.1.11, Connecticut Building and Fire Safety Codes, all applicable laws, statutes, regulations and ordinances set forth in Section 6.1.7 and as otherwise required by this contract. If, at the end of the Construction Documents Phase, the detailed Construction Cost estimate (after reconciliation with the University's independently developed estimate, if available) is greater than the University's Construction Budget, the Architect will make appropriate recommendations to the Department for adjustments to the Construction Documents in regard to the Project's scope, quality or budget. At that time, the University will have the right to instruct the Architect to modify the Construction Documents as necessary, without additional compensation, to comply with the budget and program.

If the detailed cost estimate is more than 10% less than the Construction Budget, the Department will have the right to instruct the Architect to modify the Construction Documents as necessary, without additional compensation, to reintroduce project elements which were eliminated based on previous cost estimates.

All original drawings, together with the specifications produced in letter quality print on one side of 8 1/2" x 11" white bond paper, will be submitted by the Architect prior to the Department release of the Project for bids or proposals.

When the Architect has incorporated all comments and the documents are ready for release, the Architect will submit the drawings, master specifications, Certificate of Substantial Compliance and a CD ROM to the Department.

In connection with or in addition to the above, the Architect will provide the following as Construction Document Phase Services:

6.6.1 GENERAL. Based upon the approved Design Development Documents, incorporating the Department's review comments and any further adjustments in the scope or quality of the Project, or in the Construction Budget authorized by the Department, the Architect will prepare Construction Documents setting forth in detail all construction requirements for the Project. The Construction Documents will consist of Drawings, a Project Manual, and will be subject to the Department's approval as described above.

6.6.2 DRAWINGS. Drawings will fully document the scope of work and details for the Project, and will be coordinated internally and with the Specifications. Construction drawings and specifications, or any other Construction Documents, submitted by the Architect to the Department for approval, or to any contractors/construction managers for bidding or negotiation, will be complete and unambiguous and in full compliance with the University's program and Construction Budget, the University's Design Standards set forth in Section 6.1.11, Connecticut Building and Fire Safety Codes, all applicable ordinances, statutes, regulations and laws set forth in Section 6.1.7, and as otherwise required by this contract. By submitting all the Construction Documents for construction contract purposes, the Architect certifies that it has informed the Department of any tests, studies, analyses or reports that are necessary or advisable to be performed by or for the Department at that point in time. The Architect will also confirm these facts in writing, if the Department so requests. After the Construction Documents to be provided in the Construction Documents Phase are approved by the Department, and at a time specified by the Department, the Architect will submit drawings on CD ROM discs. All the work specified in this Section will be provided by the Architect at no additional cost to the Department.

6.6.3 PROJECT MANUAL. The Project Manual will include:

6.6.3.1 Bidding requirements as embodied in the Department's standard documents.

6.6.3.2 General requirements as embodied in the Department's standard documents, as may be modified by the Architect, subject to the Department's approval, to reflect the specific conditions and requirements of the Project.

6.6.3.3 Technical Specifications prepared by the Architect and the Architect's consultants, which will be in full compliance with the University's program and Construction Budget, the University's Design Standards set forth in Section 6.1.11, Connecticut Building and Fire Safety Codes all applicable ordinances, statutes, regulations and laws set forth in Section 6.1.7, and as otherwise required by this contract.

6.6.3.4 Technical data provided for the information of the bidders, such as boring logs or hazardous materials surveys.

6.6.4 The Architect will organize and coordinate the Bidding/Proposal Documents and deliver them to the Department for reproduction. Note that all Division 0 documents consist of the Department's standardized forms, which will be prepared by the Department, and may not be modified by the Architect without the Department's prior approval. The Architect will produce an electronic track changed version of the Departments Standard Division 1 specification provisions to indicate any changes

required to coordinate the document with specific plans and specifications for the Project for the Departments review and approval prior to preparing the final document.

6.6.5 COST ESTIMATING. When Construction Documents are 90% complete, the Architect will update the estimate of Construction Cost for the Project, taking into account: (1) changes in materials, systems, or details of construction, which have occurred during preparation of the Construction Documents, (2) known changes in the cost of materials, labor or services since the previous Construction Cost estimate, and (3) adjustments for known or anticipated changes in the bidding market relative to the Project.

6.6.7 PRESENTATIONS. The Architect will present the Construction Documents to the Department, at such times or intervals that the Department may require, and respond to questions. Documents will be presented in a format acceptable to the Department.

6.6.8 DEPARTMENT'S COMMENTS. The Architect will: (1) record, evaluate, and respond to the Department's, and/or the Department's designated representative's comments based on the review at 50% and 90 % completion of the Construction Documents and meet with the Department, and/or its designated representatives, to discuss its findings, (2) modify the Construction Documents to correct deficiencies and incorporate the Department comments, and (3) identify any Department requested design revisions, which require additional services. At the sole option of the Department, the review at one of these phases may not be required.

6.6.9 APPROVALS. The Architect will assist the Department in connection with the University's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. For Threshold Projects, as defined by the Connecticut Statutes, Regulations and Building Codes, the Architect will collaborate with the University's Third Party Structural Peer Reviewer in connection therewith and revise documents as necessary to obtain approval from any authorities having jurisdiction with regard to the Project.

6.6.10 CERTIFICATIONS. The Architect and each engineer responsible for each engineering discipline (i.e. structural, fire protection, mechanical, soils, electrical, plumbing, et al) will provide to the University a "Certificate of Substantial Compliance with the Connecticut Building and Fire Safety Codes" bearing original signatures and seals, stating: "This is to CERTIFY that the design of the referenced structure is in full compliance with the Connecticut Building and Fire Safety Codes adopted by the State of Connecticut, including the following approved modifications of Code (list, if any)" The Architect will be responsible for obtaining the Certificate and providing it to the Department with the Construction Documents Phase submittal.

6.7 END-OF-PHASE DOCUMENTS: The following items are required at the end of each phase, in the quantities set forth in Article 5:

<u>Item</u>	<u>SD</u>	<u>DD</u>	<u>CD</u>
Title Sheet	X	X	X

Site Plan	X	X	X
Utility Plans	X	X	X
Landscape Plans		X	X
Civil Plans		X	X
Preliminary Framing Plans	X		
Structural Plans		X	X
Architectural Floor Plans	X	X	X
Interior Elevations		X	X
Exterior Elevations	X	X	X
Building Sections	X	X	X
Reflected Ceiling Plans		X	X
Enlarged Plans		X	X
Wall Sections		X	X
Details and Schedules		X	X
Block Heating and Cooling Loads		X	
HVAC Load Calculations		X	X
MEP Plans	X	X	X
MEP Schedules		X	X
MEP Riser Diagrams		X	X
Mechanical Flow Diagrams	X	X	X
Controls Points List		X	X
Controls Location Plan		X	X
Sequence of Operation	X	X	X
Electrical One-line Diagrams	X	X	X
Electrical Load Calculations		X	X

Item, continued	SD	DD	CD
Outline Specifications (systems format)	X		
Outline Specifications (1 - 17 division CSI format)		X	
Project Manual			X
Construction Cost Estimate*	X	X	X
Sustainable Design	X	X	X
Code Review/Analysis	X	X	X
Life Cycle Cost Analysis - As required by Owner (additional service)			
Area Efficiency Calculations	X	X	X
Structural Peer Review			
List of Required Submittals		X	
List of Proprietary or Non-University of Connecticut Standard Items		X	X
Perspective Sketches/Study Models	X	X	X
Presentation Renderings			X
Presentation Models As required by Owner (additional service)			

*LEED costs to be tracked separately

6.8 BIDDING OR NEGOTIATION PHASE: In the event the University elects to seek bids for the contract drawings and specifications, the Architect will, as part of the design services to be rendered for its established fee, include as much of its professional services as the University deems necessary for the well-being of the Project and the efficient prosecution of the bidding process. The Department may instruct the Architect to modify Construction Documents as necessary without additional compensation to comply with the Construction Budget and program. The Architect will make appropriate recommendations to the University for adjustments to the Construction Documents in regard to the Project scope, quality or Construction Budget.

If, at the sole discretion of the Director, the lowest qualified bid/proposal exceeds the Construction Budget, the Architect will make appropriate recommendations to the Department for adjustments to the Construction Documents in regard to the Project's scope, quality or Construction Budget. The Department will have the right to instruct the Architect to modify the Construction Documents as necessary, without additional compensation, to comply with the budget and program. If the Bidding/Proposal or Negotiation Phase has not commenced within 90 days of the Department's approval of the Construction Documents, the Director will take into consideration changes to the bidding climate, if any, which have occurred in the period between approval and the date on which bids/proposals are sought. Any such redesign will be accomplished upon receipt of the Department's instructions.

If the lowest qualified bid/proposal is more than 10% less than the Construction Budget, the Department will have the right to instruct the Architect to modify the Construction Documents as necessary, without additional compensation, to reintroduce project elements which were eliminated based on previous cost estimates.

6.8.1 PRE-QUALIFICATION OF CONTRACTORS/CONSTRUCTION MANAGERS. The Architect will advise and assist the Department in evaluating submissions by contractors/construction managers seeking to be pre-qualified for work of the Project.

6.8.2 BIDDING/PROPOSAL DOCUMENTS. The Architect will organize and coordinate the Bidding/Proposal Documents and deliver them to the Department for reproduction. Note that all Division 0 and Division 1 documents and provisions consist of the Department's standardized forms, which will be prepared by the Department, and may not be modified by the Architect without the Department's prior approval. The Architect will be asked to produce a red lined version of Division 1 documents to indicate any changes required to coordinate the document with specific plans and specifications for the Project.

6.8.3 INVITATION TO BID/PROPOSE. The Architect will assist the Department in establishing the list of bidders/proposers and issuing the Invitation to Bid/Propose.

6.8.4 PRE-BID PROPOSAL CONFERENCE AND WALK THROUGH. The Architect will: (1) participate in the pre-bid/proposal conference and walk-through, (2) respond to

questions from bidders/proposers, and (3) clarify and/or interpret the Bidding/Proposal Documents. All questions and responses will be recorded and forwarded to the Department for review and issuance.

6.8.5 ADDENDA. The Architect will prepare and submit to the Department for distribution to bidders/proposers Addenda as may be required during the bidding/proposal process, in order to notify all bidders/proposers of clarifications and/or modifications to the bidding/proposal documents, changes in the bidding/proposal schedules, procedure or other information. All addenda must be approved by the Department prior to issuance. The Architect will review alternates or substitutions proposed by bidders/proposers in connection with any interview/negotiation process pursuant to C.G.S. Sec 10a-109n(c) (3), of the "UCONN 2000 Act" and make recommendations to the Department. Upon the receipt of the bids/proposals, or at the conclusion of the interview/negotiation process, the Architect will prepare and provide to the Department a full set of plans and specifications incorporating all alternates, substitutions, clarifications, or modifications.

6.8.6 EVALUATION OF BIDS/PROPOSALS. The Architect will attend the bid/proposal opening, evaluate bids/proposals, participate in reviews of bids/proposals, and make recommendations on award of contracts.

6.8.7 SUBSTITUTIONS. The Architect will, during both the Bidding/Proposal or Negotiation Phase, if applicable, and the Construction Phase, review and make recommendations with regard to all requests for substitutions submitted by bidders/proposers or contractors/construction managers.

6.9 ARCHITECT'S DUTIES DURING CONSTRUCTION:

6.9.1 If the Architect's services during construction are requested as set forth in Section 2.1 Paragraph F, the Architect will, as part of the services to be rendered for its established fee, include as much of its professional services and the services of its consultants as the University deems necessary for the well-being of the Project and efficient prosecution of the construction work. If the Architect fails to perform such duties in a conscientious and reasonable manner, the University may exercise its right to terminate this contract as hereinafter provided in Article 9.

6.9.2 It is understood and agreed to by the Architect and the University that, should the Architect's services during construction be requested in writing as set forth in Section 2.1, Paragraph F, such services will include, but not be limited to, the following:

- a. observe the progress and quality of the construction work in order to determine whether there appear to be any defects or deficiencies in the construction work or deviations from the drawings, specifications, and Contract Documents for construction, including variations from the materials specified and the methods of construction authorized. The

Architect will not be required to guarantee the performance of the general contractor/construction manager or his subcontractors/trade contractors;

- b. attend on-site and other job meetings on a schedule required by the Department (but no less than on a weekly basis), at which the Architect, will on the basis of the Architect's visitations to the site and observations thereon, address issues and questions regarding the Project, and/or by such other architects or personnel of the Architect as agreed to by the Department;
- c. submit to the University on a weekly basis, in such form as directed by the Department, observation-based reports regarding the progress and quality of the work;
- d. examine submittals and furnish recommendations to the Department concerning material and equipment and review and report on the general contractor's/construction manager's proposals in connection with changes in the construction contract. These services are to be performed within ten (10) calendar days of receipt of the proposals so as not to delay the work;
- e. review and return payment requisitions submitted by the contractor/construction manager within five (5) working days of their receipt;
- f. review and comment on submitted shop drawings. This service is to be performed within ten (10) working days of receipt of the submittals, unless the University assents to written notification of why this cannot be accomplished;
- g. within thirty (30) calendar days after receipt of information furnished and recorded by the contractor/construction manager, record on the original drawing electronic files (and CAD files, as required) all changes made during the period of construction as furnished to the University and recorded by the contractor/construction manager. The Architect, at its expense, will provide reproducible mylars (and updated CAD files, as required) to the Department which reflect such changes. The mylars (and CAD files, as required) will become the property of the University;
- h. fully cooperate with the University during the progress of the work.

6.9.3 If requested to perform construction Administration services in writing, as set forth in Section 2.1, Paragraph F, the Architect will perform as Construction Phase Services the following, in connection with or in addition to the above.

6.9.4 INTERPRETATION OF DOCUMENTS. The Architect will interpret the Construction Contract Documents, as defined in the American Institute of Architects form AIA A101 and AIA A121CMc and AIA A201, as modified by the University for the Project (“Construction Contract Documents”) upon the written request of the Department or contractor/construction manager, or as provided in the Construction Contract Documents, within 5 calendar days of any such request.

6.9.5 GENERAL & SUPPLEMENTARY CONDITIONS. The Architect will provide administration of the Contract for Construction as set forth below, and as provided in the edition of AIA Document A201, General Conditions of the Contract for Construction, as modified by the University and to be utilized on this Project.

6.9.6 SITE VISITS. The Architect will visit the site at intervals appropriate to the stage of construction, but not less than an average of once a week, to observe and review the progress and quality of the work. The Architect will determine if, in general, the work is currently being performed in accordance with the Construction Contract Documents for construction and in a manner indicating that the work will be in accordance with the Construction Contract Documents for construction when completed. The Architect will confirm that the contractor/construction manager is maintaining updated Field Record Documents. Within 48 hours, the Architect will prepare a written summary of on-site observations and issues raised on each visit, keep the Department informed of the progress and quality of the work, and will endeavor to guard the University against defects and deficiencies in the work. The Architect will immediately inform the Department of any deviations from the Construction Contract Documents for construction, any deficiencies regarding conformance with workmanship, quality and code compliance requirements, or any otherwise defective work or improper procedures being carried out by the contractor/construction manager or its subcontractors/trade contractors, known or which should have been known by the Architect.

The Architect’s consultants will visit the Project Site with sufficient frequency to familiarize themselves with the progress and quality of the work and to inspect the work to determine compliance of the work with the Construction Contract Documents, including approved shop drawings and other submittals, and the Project Construction Schedule.

Each on-site construction inspection will be conducted by an experienced, qualified representative of the Architect and/or consultants knowledgeable about the Project and competent in each discipline, which has trade activities in progress at the time of the inspection. Within forty-eight (48) hours after each visit, the Architect will submit a copy to the Department of the consultant’s written summary of on-site observations and issues raised on each visit, including the progress and quality of the work. The consultant will endeavor to guard the University against defects and deficiencies in the work.

6.9.7 ACCESS TO THE WORK. The Architect will at all times have access to the work at whatever stage it is in preparation or progress.

6.9.8 PROJECT PROGRESS MEETINGS. The Architect and the Architect’s consultants, as required, will attend project progress meetings at weekly intervals, unless an alternate schedule is established by the Department. The Architect will also submit bi-monthly status reports to the Department advising of the progress and quality of the work.

6.9.9 CONSTRUCTION MEANS & METHODS. The Architect will not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the contractor's/construction manager's responsibility under the Construction Contract Documents. The Architect will not be responsible for the contractor's/construction manager's schedules or failure to carry out the work in accordance with the Construction Contract Documents. The Architect will not have control over or charge of acts or omissions of the contractor/construction manager, subcontractors/trade contractors, or their agents or employees, or of any other persons performing portions of the work.

6.9.10 CONTRACTOR'S/CONSTRUCTION MANAGER'S APPLICATION FOR PAYMENT. Based on the Architect's observations and evaluations of the contractor's/construction manager's Applications for Payment, the Architect will review and certify the amounts due the contractor/construction manager. The Architect will, within seven days of receipt, process requisitions according to the Department's procedures.

6.9.10.1 The Architect's certification for payment will constitute a representation to the Department, based on the Architect's observations at the site and on the contractor's/construction manager's Application for Payment, that to the best of the Architect's knowledge, information and belief the work has progressed to the point indicated and that the quality of the work is in accordance with the Construction Contract Documents. The foregoing representations are subject to an evaluation of the work for conformance with the Construction Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Construction Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate of Payment will further constitute a representation that contractor/construction manager is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will 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/trade contractors and material suppliers and other data requested by the Owner to substantiate the contractor's/construction manager's right to payment, or (4) ascertained how or for what purpose the contractor/construction manager has used money previously paid on account of the contract sum.

6.9.11 REJECTION OF WORK. The Architect will recommend in writing that the Department reject work which does not conform to the Construction Contract Documents. Whenever the Architect considers it necessary or advisable, to determine compliance with the intent of the Construction Contract Documents, the Architect will recommend that the Department require additional inspection or testing of the work in accordance with the provisions of the Construction Contract Documents, whether or not such work is fabricated, installed or completed. However, such actions of the Architect will not give rise to or be construed as a duty or responsibility of the Architect to the contractor/construction manager, subcontractors/trade contractors, material and equipment suppliers, their agents or employees or other persons performing portions of the work.

6.9.12 SUBMITTALS. The Architect will review and approve or take other appropriate action upon the contractor's/construction manager's submittals such as Shop Drawings, Product Data and

Samples, but only for the limited purpose of checking for conformance with the design concept expressed in the Construction Contract Documents. The Architect's action will be taken within ten (10) working days of receipt, unless a longer period is authorized by the Department in order to allow for adequate review. Review of such submittals is not conducted for the purpose of determining accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems by the contractors/construction managers, all of which remain the responsibility of the contractor/construction manager to the extent required by the Contract Documents. The Architect's review will not constitute approval of safety precautions, or of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item will not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect will be entitled to rely upon such certification to establish that the material, systems or equipment will meet the performance criteria required by the Contract Documents. The shop drawing review process will not be used by the Architect to enhance or modify the design of the Project.

6.9.13 CONSTRUCTION CHANGES. If requested by the Department, the Architect will prepare Change Orders and Construction Change Directives, with supporting documentation and data, for the Department's approval and execution in accordance with the Construction Contract Documents. After notification to, and obtaining approval from the University Representative, the Architect may authorize minor changes in the work, which are consistent with the intent of the Construction Contract Documents and which do not involve an adjustment in the contract sum or an extension of the contract time. The Architect will review all construction Change Orders submitted by the contractor/construction manager that may involve an adjustment in the contract sum or an extension of the contract time to verify appropriateness of the change and the reasonableness of cost. Authorization of these Change Orders by the Architect shall serve as verification of scope appropriateness and cost.

6.9.14 SUBSTANTIAL COMPLETION. When the contractor/construction manager asserts the work or designated portions of the work is substantially complete, the Architect will review and amend the contractor's/construction manager's list of items to be completed or corrected and conduct inspections to determine the date or dates of Substantial Completion for all portions of the Project. The Architect, after review and approval by the Department, will issue a Certificate of Substantial Completion, which establishes the date of substantial completion, lists work remaining to be completed and time period for completion, and sets forth transitional and ongoing responsibilities of the Department and contractor/construction manager relative to, including, but not limited to, utilities, security, and repair of damage to the work.

6.9.15 In the event that the time period of the construction contract is exceeded by more than 10% due to no fault of the Architect, the Architect may be paid a reasonable fee, to be determined by the Director, for any additional services required beyond and as a result of the 10% construction contract time overrun. The question of fault or no fault on the part of the Architect will be determined by the Director.

6.10 CLOSEOUT:

6.10.1 CLOSEOUT SUBMITTALS. The Architect will receive, review for completeness, and forward to the Department, Field Record drawings, written warranties, operation and maintenance manuals, and other documents required by the Construction Contract Documents and assembled by the contractor/construction manager.

6.10.2 MEP SYSTEMS DESCRIPTIONS. Before the completion of construction, the Architect will provide, through his consulting engineers, a short written description of the mechanical and electrical systems and their operations, together with single-line diagrams as required, for use of maintenance and repair personnel. System descriptions and diagrams will be coordinated with and cross-referenced to contractor/construction manager furnished Maintenance Manuals.

6.10.3 HVAC COMMISSIONING. The Architect will attend commissioning of mechanical systems and prepare a list of incomplete or defective work requiring remedial action by the contractor/construction manager.

6.10.4 FINAL COMPLETION. Upon receiving the contractor's/construction manager's final Application for Payment and notice that the work is complete, the Architect will conduct a final inspection to determine if the work is complete and acceptable. The Architect will issue a final Certificate of Payment upon contractor's/construction manager's compliance with all requirements of the Construction Contract Documents.

6.10.4.1 FINAL CERTIFICATION. The Architect and Engineer responsible for each discipline (i.e. structural, fire protection, mechanical, soils, and electrical, plumbing, etal) will provide the following certification at the completion of the Project. "This is to CERTIFY that in my professional opinion, and to the best of my knowledge, information, understanding and belief based upon my observations, the completed structure/renovations known as (INSERT PROJECT TITLE and Project Number) is in substantial compliance with the approved construction documents on file with the University of Connecticut and substantially complies with the provisions of the Connecticut Building and Fire Safety Codes and the regulations lawfully adopted under said codes. Approved modifications of the Code are (List, if any)." An original signed and sealed certification will be provided to the University Representative prior to receipt of the final Certificate of Payment as provided for in Section 6.10.4.

6.10.5 ARCHIVE DRAWINGS AND ARCHIVE SPECIFICATIONS. The Architect will incorporate construction changes into the "CAD Archive Drawings" and "Archive Specifications". The Architect will prepare a draft set of the Archive Drawings and Archive Specifications for the Department's approval. Upon approval by the Department, the Architect will furnish to the Department electronic files of the CAD Archive Drawings in an Auto-CAD release approved by the Department as specified in Section 5.4 , one bound set of prints on archival mylar, one set of reproducible tracings, one bound Archive Specification, one unbound Archive Specification, and an electronic media version of all specifications prepared by the Architect in a form acceptable to the Department.

6.10.5.1 CAD Archive Drawings and Archive Specifications will incorporate all applicable modifications issued by the Architect during construction, and field changes recorded by the contractor/construction manager in the field record documents. The "CAD Archive Drawings" and

"Archive Specifications" are to be based upon field record documents which will be furnished by the contractor/construction manager to the Architect upon completion of the construction.

6.10.5.1.1 For "CAD Archive Drawings", incorporation will involve an actual change to a copy of the CAD Construction Drawings and CAD Assignment Plans, unless the Department approves the inclusion of a properly identified reference to a supplemental document which documents the changes.

6.10.5.1.2. For the "Archive Specifications", changes to the specifications are to be recorded on a sheet and inserted at the beginning of each Section to which they pertain. Such sheets will be clearly identified.

6.10.5.1.3 The Architect will be responsible for producing CAD Archive Drawings, which accurately reflect the Construction Drawings, modifications issued by the Architect, and the field record documents provided by the contractor/construction manager. However, the Architect will not be required to field measure the as-built conditions after construction and makes no claim as to the thoroughness and/or accuracy of information provided by the contractor/construction manager. The CAD Archive drawings will not be construed to be field-measured documents.

6.10.5.2 The Architect will also deliver to the contractor/construction manager, at time of award a set of project background drawings in AutoCad format acceptable to the Department solely for the contractor's/construction manager's use in preparation of shop drawings.

6.10.6 WARRANTY INSPECTION. The Architect will provide services in conjunction with an inspection, approximately 10 months from date of Substantial Completion. Visual inspection will be made with the Department and contractor/construction manager to determine whether correction of work is required in accordance with provisions of the Construction Contract Documents.

6.11 EXISTING FACILITIES ASSESSMENT AND INVESTIGATION:

6.11.1 GENERAL. Services, which are to be provided as Basic Services include verification of existing configuration of spaces; field measurements of critical dimensions; verification of types and conditions of architectural, mechanical, electrical and other systems; and assessments of existing sizes and capacities of systems and equipment, based on information and visual inspection of the Project area provided by the Department.

6.11.2 SPECIAL FIELD INVESTIGATION SERVICES. The following special field investigation services are beyond the scope of services normally anticipated. As needed for the Project, and approved or requested by the Department, these services will be performed by the Architect on a lump sum basis as described in Section 2.2.4.

6.11.2.1 The Architect will provide a detailed inventory of the Department's existing furniture.

6.11.2.2 The Architect will prepare floor plans of portions of the building indicated the measured existing conditions..

6.11.2.3 The Architect will prepare measured drawings to document the location and size of existing mechanical, electrical, or other systems.

6.11.2.4 The Architect will provide a detailed investigation of the condition of architectural, mechanical, electrical, and other building systems outside the scope of the current Project. The Architect will be required to integrate the Project into the existing building systems.

7. UNIVERSITY'S RESPONSIBILITIES

7.1 PROJECT REQUIREMENTS: The Department will provide information including all available drawings regarding requirements for the Project, including a program which will set forth the Department's design objectives, constraints, and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems, and site requirements.

7.2 CONSTRUCTION BUDGET: The Department has established a Construction Budget for the Project as outlined in Article 4.

7.3 DEPARTMENT'S REPRESENTATIVE: The Department will designate a representative authorized to act on the Department's behalf with respect to the Project. The Department, or such authorized representative, will examine the documents submitted by the Architect and will render decisions promptly to avoid unreasonable delay in the progress of the Architect's services. Any review, examination or rendering of decisions does not relieve the Architect from the Architect's responsibility to design the Project in accordance with the approved program and budget and in compliance with the University's Design Standards, as set forth in Section 6.1.11, Connecticut Building and Fire Safety Codes, all applicable laws, statutes, regulations and ordinances set forth in Section 6.1.7, and as otherwise required by this contract.

7.4 EXISTING CONDITIONS DOCUMENTS: The Department will provide access to and copies of all available drawings and other documents describing the physical characteristics of the site of the Project.

7.5 DEPARTMENT PROVIDED SERVICES: When required for the Project, the Department will provide the following services:

7.5.1 SURVEYS. Surveys of the site as mutually agreed upon with the Architect, and the Architect is entitled to rely on the accuracy of such surveys.

7.5.2 GEO-TECHNICAL. Services of geo-technical engineers, which may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

7.5.3 TESTING. Structural, mechanical, chemical, air and water pollution tests for hazardous materials and other laboratory and environmental tests, inspections, and reports required by law.

7.5.4 HAZARDOUS MATERIALS. Services relating to hazardous or toxic waste removal, including but not limited to, detection and abatement of all such hazards.

7.5.5 EXISTING BUILDINGS. Documentation and demolition of existing buildings will be the responsibility of the Department, and not the Architect.

7.6 NOTICE OF DEFECTS: Written notice will be given by the Department to the Architect if the Department becomes aware of any fault or defect in the Project or nonconformance with the Construction Contract Documents.

7.7 ASBESTOS AND HAZARDOUS MATERIALS:

7.7.1 The University will, at its expense, retain the services of experts and industrial specialists who will be responsible for determining the nature of the products and for performing any work involving asbestos or other hazardous materials including hazardous material surveys, hazardous material abatement bidding documents and hazardous material removals.

7.7.2 Unless otherwise agreed, the Architect and Architect's consultants will have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances

8. INSURANCE

The Architect, for the duration of this contract, including any extension of the original contract term, must carry insurance to protect the interests of the University and the State of Connecticut. The Architect must obtain statutory workers' compensation and employers' liability insurance, comprehensive automobile liability insurance, commercial general liability insurance and professional services liability insurance to not less than the minimum limits as required in this article, all at no cost to the University and the State of Connecticut.

A. Statutory Workers' Compensation and Employers' Liability:

1. Workers' Compensation: Statutory limits
2. Employers' Liability:
 - Bodily injury by accident: \$100,000 each accident
 - Bodily injury by illness: \$100,000 each employee
\$500,000 policy limit

B. Commercial General Liability:

- Combined single limit: \$1,000,000 each occurrence
\$2,000,000 annual aggregate

C. Comprehensive Automobile Liability

(to include owned, non-owned and hired vehicles):
Combined single limit: \$1,000,000 each occurrence
\$1,000,000 annual aggregate

D. Umbrella Liability: \$5,000,000 each occurrence
following form

E. Professional Services Liability Insurance: The Architect will furnish evidence by way of a certificate of insurance that it has obtained a professional services liability insurance policy with Two Million Dollars \$2,000,000 minimum coverage for negligence and errors and omissions. If any claims are made against its professional services liability insurance policy, the Architect agrees to purchase additional insurance in order to maintain the minimum coverage of \$2,000,000. The insurance will remain in effect during the entire duration of the contract and for eight (8) years after substantial completion of the Project. For policies written on a "Claims Made" basis, the Architect agrees to maintain a retroactive date prior to or equal to the effective date of the contract. The Architect will contractually require any structural engineering firm, civil engineering firm, mechanical/electrical/plumbing, fire protection, tele-communications firm, access and code consultant firm, environmental firm, LEED firm and geotechnical design support firm it hires as consultants to maintain professional liability insurance each in a minimum coverage amount of One Million Dollars (\$1,000,000) and with the same provisions and for the same time period indicated above. The Architect's policy will provide coverage for the Architect's obligation under Article 11 of this contract to indemnify and hold harmless the University and the State, and their employees and agents, from claims, liabilities, demands, damages, costs or expenses (including all reasonable attorney's fees) to the extent caused by or resulting from any negligent act or omission of the Architect or anyone for whom the Architect is responsible in the performance of this contract, and each policy held by a consultant of the Architect shall provide the same coverage to the extent of such consultant's negligent acts or omissions.

Each of the policies for the insurance mentioned above will be issued by an insurance company or companies satisfactory to the University and will contain a provision that coverages will not be changed, canceled, or non-renewed until at least thirty (30) calendar days prior written notice has been given to the University. Each insurance policy will state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance. Such insurance policies will name the State of Connecticut, the University of Connecticut, their officers, officials, employees, agents, boards and commissions as additional insured, except that the University and the State will not be named as an additional insured with respect to the coverage for the statutory workers' compensation and employer's liability insurance and to the coverage for professional liability insurance. Certificates of insurance showing such coverages as required in this article will be filed with the University prior to the time this contract is executed on behalf of the State of Connecticut. If at any time requested by the University, the Architect will provide to the University a copy of any of the aforementioned policies, and any endorsements or amendments thereto.

9. TERMINATION OF CONTRACT

9.1 Notwithstanding any provisions or language in this contract to the contrary, the Director may terminate the contract whenever he or she determines in his or her sole discretion that such

termination is in the best interest of the University. Any such termination will be effected by delivery to the Architect of a written notice of termination in accordance with Section 13.6. Upon receipt of such notice, the Architect will both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the Department all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Architect in performing his duties under this contract, whether completed or in progress. All such documents, information and materials will become the property of the University.

9.2 If the termination is for the convenience of the University, the Architect will be entitled to receive reasonable compensation for services already satisfactorily performed and accepted, but no amount will be allowed for anticipated profit on unperformed services. The Director will determine the amount of such compensation.

9.3 If the termination is for reason of failure of the Architect to fulfill his contract obligations, the University may take over the work and prosecute the same to completion by contract or otherwise. The Architect will be liable to the University for any additional costs, damages, or expenses. The University will be entitled to deduct such costs, damages, and expenses from any amounts due the Architect.

9.4 If after notice of termination for failure of the Architect to fulfill his contract obligations it is determined by court judgment, arbitration award or written agreement between the University and the Architect that the Architect had not so failed, the termination will be deemed to have been effected for the convenience of the University. In such event, the Architect will be entitled to reasonable compensation as provided in Section 9.2 of this Article.

9.5 If the Architect is a sole proprietor and the Architect should die during the term of this contract, this contract will be considered terminated. In the event of such termination, the Architect's estate will be entitled to a reasonable payment for any uncompensated work performed to the date of death, and the University will have title to, and will have the right to immediate use and possession of, all finished and unfinished documents prepared under this contract. The Director will determine the amount of such payment.

9.6 The rights and remedies of the parties provided in this Article are in addition to any other rights and remedies provided by law or under this contract.

10. SUSPENSION OF THE WORK

10.1 The University, at any time, may suspend all or any part of the services of the Architect. In such event, the Architect will be given three (3) days notice of such suspension in accordance with Section 13.6. The mailing of such notice will preclude any claim on the part of the Architect as to failure to receive notice of such suspension.

10.2 In the event of suspension by the University as noted above, the Architect will be entitled to such compensation as the Director will deem reasonable.

10.3 Should the University reactivate any assigned work covered by this contract, in whole or in part, within one year from the time the work was suspended, any fees paid to the Architect pursuant to this contract will be applied as payment for fees as set forth in this contract. Should reactivation occur after a one (1) year suspension (provided the contract term has not expired), the Architect and the University may renegotiate the fees for the work based on current conditions or either may unilaterally elect to terminate the remaining work.

10.4 In the event the University decides to suspend any work under this contract, the University will become entitled, after payment of outstanding fees, to all finished and unfinished documents prepared pursuant to this contract.

10.5 If the Architect should be unwilling or unable to perform the services required by this contract at the time the University desires to reactivate the work after a period of suspension, then all finished or unfinished documents prepared pursuant to this contract will become the property of the University and the University will have the right to immediate possession and use. Upon receipt of notification from the University, the Architect will immediately deliver to the Department all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Architect in performing his duties under this contract, whether completed or in progress.

11. INDEMNIFICATION

To the maximum extent allowed by law, the Architect will indemnify and hold harmless the University and the State of Connecticut, their employees and agents, from any and all claims, liabilities, demands, damages, costs or expenses (including all reasonable attorneys' fees) to the extent caused by or resulting from any negligent act or omission of, willful misconduct, breach of the contract or breach of warranty by, or fault of, the Architect or anyone for whom the Architect is responsible in the performance of the contract. This indemnification will survive the completion of the Project or termination of this contract to the maximum extent allowed by law. Nothing in this paragraph will be construed as obligating the Architect to indemnify or hold harmless any of the parties indemnified hereunder against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of such indemnified party, or such party's agents or employees.

12. RESOLUTION OF DISPUTES

12.1 MEDIATION OF CLAIMS: In the event of any disputed claims between the parties under the contract, the parties agree to use the following procedure prior to and as a precondition to either party pursuing any other available remedies, including arbitration or litigation.

12.1.2 A meeting will be held promptly between the parties, attended by individuals with decision making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

12.1.3 If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, the parties agree to submit the dispute to non-binding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association.

12.1.4 The parties will jointly appoint a mutually acceptable mediator, seeking assistance in such regard from the American Arbitration Association if they have been unable to agree upon such appointment within 20 days from the conclusion of the negotiation period.

12.1.5 The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of 30 days. If the parties are not successful in resolving the dispute through the mediation, then the parties may pursue other legal remedies available to them.

12.1.6 Should the University request, the Architect agrees to participate as a party in any mediation proceeding between the University and the contractor/construction manager for the Project regarding claims alleging design errors or deficiencies or any other alleged wrongful acts by the Architect.

12.2 ARBITRATION OR LITIGATION OF CLAIMS:

12.2.1 Any dispute or claim under the contract which is not resolved through mediation, or any other procedure set forth in this contract, will be subject to the provisions of Section 4-61 of the Connecticut General Statutes.

12.2.2 Should the Department have a claim against the Architect which has not been resolved by mediation or any other procedure set forth in the document, the parties agree that the University will have the option of either prosecuting the claim against the Architect in an appropriate court of general jurisdiction, or by filing a demand for arbitration pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association.

12.2.3 Should the Architect have a claim against the University which has not been resolved by mediation, or any other procedure set forth in this document, the Architect's rights to assert its claim against the University will be as set forth in Connecticut General Statutes Section 4-61.

12.2.4 Should either party elect to arbitrate any claim, pursuant to either Section 4-61 or as set forth herein, both parties agree that any such arbitration may be consolidated, at the University's or Architect's discretion, with any arbitration proceeding involving the University and the contractor/construction manager for the Project involving claims of design errors or deficiencies, or any other alleged wrongful acts by the Architect.

13. MISCELLANEOUS PROVISIONS

13.1 CONNECTICUT SALES AND USE TAX: The University is a tax-exempt institution. The Architect will be familiar with the current regulations of the Department of Revenue Services. A Sales Tax Certificate is available from the University's Purchasing Department upon written request.

13.2 REPRESENTATIONS OF PROJECT: The Architect is hereby specifically cautioned that unless specifically authorized, in writing, by the University's Vice President of Administration and Operations Services, on a case by case basis, the Architect will have no right to use, and will not use, in any manner, the name of the University, its officials or employees, or the Seal of the University: (1) in any advertising, publicity, promotion, or (2) to express or to imply any endorsement of Architect's work product or services.

13.3 THIRD PARTIES: Nothing contained in this contract will be deemed to create a contractual relationship between any third party and the University or the Architect, or be deemed to give any third party any claim or right of action against the University or the Architect, which does not otherwise exist without regard to this contract.

13.4 DEPARTMENT'S PROJECT MANAGER: The Architect will communicate with the Department through, and receive directions from, the Department's designated Project Manager for the Project.

13.5 AMENDMENTS TO THE CONTRACT: Any changes to the existing contract must be made by a written Amendment or a Commission Letter executed by both parties and approved by the Office of the Attorney General, to the extent required.

13.6 NOTICE: All notices, demands or requests provided for or permitted to be given pursuant to this contract must be in writing. All notices demands and requests shall be deemed to have been properly served if sent by Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper; or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

If to the University* Capital Project and Contract Administration, University of Connecticut, 31 LeDoyt Road, Unit 3047, Storrs, Connecticut 06269-3047.

If to the Architect *

[**Note:** * Any party may change its Notice information by giving written notice in accordance with this section.]

**13.7 NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS,
NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION, EXECUTIVE
ORDERS:**

1. Non-discrimination. References in this section to "Contract" shall mean this Contract and references to "Contractor" shall mean the Architect.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

- (b) If the Contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (d) Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other

reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

- (e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The Contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
 - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 - (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and
 - (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56.
- (h) The Contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any

such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

- (i) For the purposes of this entire Non-Discrimination section, "Contract" or "contract" includes any extension or modification of the Contract or contract, "Contractor" or "contractor" includes any successors or assigns of the Contractor or contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

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

13.8. LARGE STATE GOVERNMENT CONTRACTS:

If the Architect is a large State contractor, the Architect will comply with the provisions of Section 4-61dd of the Connecticut General Statutes, as may be revised.

13.8.1 "Large State contract" and "Large State contractor" will have the same meanings as set forth in Section 4-61dd (g) of the Connecticut General Statutes, as may be revised.

13.8.2 Each contract between a State or quasi-public agency and a large State contractor will provide that, if an officer, employee, or appointing authority of a large State contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of Section 4-61dd of the Connecticut General Statutes, the contractor will be liable for a civil penalty of not more than five thousand dollars (\$5,000.00) for each offense, up to a maximum of twenty per cent (20%) of the value of the contract. Each violation will be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation will be deemed to be a separate and distinct offense. The executive head of the State or quasi-public

agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.

13.8.3 Each large State contractor will post a notice of the provisions of Section 4-61dd relating to large State contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

13.9 ENTIRE AGREEMENT: No prior stipulation, agreement or understanding, verbal or otherwise, between the parties, their agents or legal representatives will be valid or enforceable unless embodied in the provisions of this contract.

13.10 CONFLICTS/INCONSISTENCIES: In the event of inconsistencies within or between any parts or provisions of this Contract, any Schedule or Exhibit to this contract or any applicable standards, codes and ordinances, the Architect will: (1) provide the better quality or greater quantity of services, or (2) comply with the more stringent requirement; either or both in accordance with the Department's interpretation.

13.11 SEVERABILITY: If this contract contains any unlawful provisions not an essential part of the contract, which appear not to have been a controlling or material inducement to the making hereof, the same will be deemed to be of no effect, and will, upon the application of either party, be stricken from this contract without affecting the binding force of the contract as it will remain after omitting such provisions.

13.12 GENDER NEUTRAL PROVISION: The language of the contract is intended to be gender neutral. Thus whenever the terms "he", "she", "his", "her", "it", or similar term is used such terms will be considered to mean "he", "she" or "it", "his", "her", or "its" or other such gender neutral phraseology.

13.13 CONNECTICUT LAW: It is agreed that this contract will be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

13.14 ETHICS AND COMPLIANCE HOTLINE: In accordance with the University's compliance program, the University has in place an anonymous ethics and compliance reporting hotline service – 1—888-685-2637. Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns relating to University policies and procedures can report such matters anonymously. Such persons may also directly contact the University's compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax 860-486-4527. As a provider of goods and/or services to the University, you are hereby required to notify your employees, as well as any subcontractors, who are involved in the implementation of this contract, of this reporting mechanism.

13.15 CAMPAIGN CONTRIBUTION RESTRICTIONS: For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state

contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice (SEEC Form 11) attached as Exhibit A.

IN WITNESS WHEREOF, the University, acting herein by its Vice President and Chief Operating Officer, and the Architect have executed this contract.

Attested by:

University of Connecticut

Witness

By _____
Barry Feldman
Vice President and Chief Operating Officer
Statutory Authority C.G.S. Section 10a-109a to 10a – 109y

Witness

Date signed: _____

Attested by:

Company Name

Witness

By _____
Its Duly Authorized

Witness

Date signed: _____

[IF APPLICABLE]

Approved as to form:

Associate Attorney General

Date signed: _____



Exhibit A

STATE OF CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION 20 Trinity Street Hartford, Connecticut 06106–1628

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No *state contractor*, *prospective state contractor*, *principal of a state contractor* or *principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A. 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract

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has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

SCHEDULE A