REQUEST FOR STATEMENT OF QUALIFICATIONS
QUALITY BASED SELECTION
FOR
HOMER BABBIDGE LIBRARY ENTREPRENEURSHIP HUB – PHASE II

PROJECT NUMBER: 300186

DUE DATE:
July 9, 2020

Issued By: Elaine Dumas, CPFP
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SECTION I
SCOPE OF WORK

PURPOSE OF SOLICITATION
The University of Connecticut is soliciting Request for Statement of Qualifications of experienced architectural firms to provide programming, planning, and design/engineering services for the Homer Babbidge Library Entrepreneurship Hub Phase II, located on the University of Connecticut’s Storrs campus. The Entrepreneur HUB Phase II project comprises the construction of the Entrepreneurship & Innovation Hub and the Maker Space on the Plaza level (9,500sf) and the relocation of the staff lounge to Level B and limited work station reconfiguration (2,500sf) for a total area considered for the renovation of 12,000 gross square feet (GSF).

OVERVIEW
The Homer Babbidge Library was constructed in 1978. The building was designed around the traditional library model at the time, which included an extended stack footprint and a focus on printed circulated collections. As technology has advanced, informational resources are more available to students and faculty through different mediums, and the library model has changed to one focused on group study, collaboration, innovation, social media, and technology-enhanced instruction.

A ten-year Library Master Plan was developed in 2016, and portions of the work were released to create sufficient space to complete a larger renovation of the building. Recent strategic space needs for the Entrepreneurship & Innovation Hub have been identified, and the proposed location is the Homer Babbidge Library building.

Currently, there are several initiatives on the Storrs campus, located in multiple buildings with poor visibility to students, which would be consolidated under the umbrella of the Entrepreneurship & Innovation Hub. The library vision, as identified in the Library Master Plan and the needs of the Entrepreneurship & Innovation Hub, overlap by requiring similar functions and by providing similar services to students. The mission of the Entrepreneurship & Innovation Hub is to provide startup space dedicated to collaboration, co-working, prototyping and more to help students, faculty and researchers develop their ideas and inventions into entrepreneurial ventures. The resources that the library provides are a great complement to the Entrepreneurship & Innovation Hub mission.

The project anticipates completing work identified in the short term phase (2020 – 2022) in the Library Master Plan and comprises the renovation and expansion of 9,500 sf on the main Plaza Level, and relocation of several existing Plaza functions to other floors in the building. The project anticipates phasing construction over a two year period to allow the Library to remain operational during the renovation.

Phase I of this project comprises the enabling relocation from the Plaza Level of the Dean’s suite to Level 4 (4,000 sf) and is not part of this scope.

Phase II comprises the construction of the Entrepreneurship & Innovation Hub and the Maker Space on the Plaza level (9,500sf) and the relocation of the staff lounge to Level B and limited work station reconfiguration (2,500sf).

The remaining renovations of the Plaza Level and Level B, as identified in the Master Plan, will be deferred
and will require approval prior to proceeding.

All proposed improvements will align with the best practices in the industry and UConn's well-established policy of sustainable design and construction. The LEED Gold sustainable design requirement does not apply to the project because the exterior of the building is not being modified and the MEP systems are not being replaced, but where possible, the interiors will be designed to meet achievable, sustainable design criteria.

The construction work in the library will be phased between Level B and Plaza Level, as the library has to remain functional throughout the academic year. The anticipated total Construction, AV and FFE project budget will be in the range of $4.0M - $4.75M.

**SCOPE OF WORK**

This Library renovations project will encompass:

- Level B – Relocation of the Staff lounge currently located on Plaza level and Consolidation of the Staff workstations in the area – this work will be a separate package and will be bid prior to the remainder of the work based on the project schedule.
- Plaza level – Renovations to include reconfiguration and expansion of the current Dean’s suite into offices and meeting spaces for the Entrepreneurial Hub. The required spaces will be prioritized based on test fits of the proposed space. This exercise will help determine the final program.
- Plaza level – Renovations to include reconfiguration and expansion of the current Staff lounge area into a Maker Space. The program for the Maker Space will have to be developed to serve the Entrepreneurial Hub and the Library. Both end-users will have to be involved in this exercise. The Maker space equipment list will be provided by the consultants and be part of the bid package. Coordination of power, and HVAC needs, spatial needs, clearances, and equipment needs are part of this effort. The program for the maker space will be dependent on context, including the adjacency to the library spaces, existing building systems, and the opportunity to improve or add to the systems for the new needs.
- The areas immediate outside the office and maker space adjacent will have to be addressed and modifications may have to occur to accommodate the new footprint of the proposed spaces.
- AV – the selection of AV will be based on UConn’s standards. The consultant’s team will be working with our AV group to provide specs and drawings for the AV package. The AV package will be bid and not purchased by UConn directly.
- The consultant is expected to select furniture provided by vendors on State contracts and put together bid documents. Three equal options should be selected for each type of furniture. They can be proprietary or open lines.
- HVAC, security, electrical, and technology infrastructure enhancements as required are part of the scope.
- Lighting design - the University has developed a lighting standard for replacing fluorescent light fixtures with LED fixtures and reducing the total number of fixtures. This standard should be carried throughout the building and on all floors.
- A combination of 3D images, Axonometric Views, and Renderings are required for understanding of the final product and promotional material.
o 3D images and Axonometric views are required as a tool to understand the scope of work. Images should include colors, finishes and graphics but professional renderings are not required.

o 2 renderings inside the Office Space

o 2 renderings inside the Maker Space

o 1 rendering image of the office space to show the addition to the building from outside

o 1 renderings image of the office showing main access from the public areas of the library

o 1 rendering interior image of the Maker Space showing main access from the public areas of the library

The following services shall be included in this Architect’s scope of work:

• Confirmation and development of the program, including any updates that result from constituent meetings, benchmarking, or budget parameters.

• Design services shall consist of all disciplines necessary to meet the needs of the programmatic requirements including but not limited to: architectural, programming, laboratory planning, landscape architecture, structural, mechanical, electrical, plumbing, fire protection, civil, interiors, telecommunications and data, audio-visual, code compliance, sustainability, and security.

• The relocation of the Staff Lounge is enabling the construction of the Entrepreneurial Center. We are looking for two sets of documents that can be bid separately for the phasing of the work.

This project will be approached with the same strategic thinking, and all improvements will align with best practices in the industry and UConn’s well-established policy of sustainable design and construction. Sustainable Design features included in this project are related to the Materials and Resources LEED requirements and any improvements that can be made for Indoor Environment Quality:

• Low VOC paints and coatings

• Recycled content in building materials

• Renewable materials

• Construction and Demolition waste management plan

• Energy Star-rated appliances and EPEAT certified electrical equipment.

• Energy Star-rated LED Lighting as funding allows

• Improved acoustics

• Daylight and quality views

In addition to carefully balancing the programmatic requirements for the Entrepreneurial HUB, the selected Firm will have to address, during the design phase, the budget limitations and cost-effectiveness to help the University prioritize work.

The successful Firm will be expected to perform architectural functions for a phased project including, but not limited to:

1. **PRE-DESIGN SERVICES.** Based on the preliminary program prepared by UConn, the Architect will develop a detailed program, followed by a test fit and conceptual design.

2. **DESIGN SERVICES.** Based on the University’s program and budget requirements, and upon written authorization of the University, the Architect will prepare two sets of Design Documents in alignment with the University’s Design Standards to allow the University to prepare two bids. One set to include the scope for Level B and the second set to include the scope for Plaza Level. An estimate of probable
construction costs (provided by a third-party consultant) is to be included at each design phase as follows:

- Pre-Design, including a conceptual design
- 100% Schematic Design
- 100% Design Development
- 50% Construction Documents per Phase
- 90% Construction Documents per Phase

3. **BIDDING PHASE.** The successful Architect will provide construction drawings and specifications manual to the University for the development of two bid packages, one for the Level B Scope and the second for the Plaza Level scope, to be issued by the University’s Capital Projects and Facilities Procurement department (CPFP). The Architect will be required to prepare the plans and specifications, answer RFI’s, and prepare Addenda as required for this phase.

4. **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 bi-weekly construction meetings, responding to Requests for Information, Addenda to the drawings, and final punch list inspections. See the contract for further requirements.

5. **PROJECT CLOSEOUT.** The successful Firm will be responsible for submitting final as-built drawings to the University within three months of project completion. The as-built drawings will be in conformance to the University’s Planning and Design Electronic Document and Plan Submission Requirements, which can be found at [http://updc.uconn.edu/wp-content/uploads/sites/1525/2016/10/Appendix-II-Electronic-Document-Plan-Submission-Requirements-September-2016.pdf](http://updc.uconn.edu/wp-content/uploads/sites/1525/2016/10/Appendix-II-Electronic-Document-Plan-Submission-Requirements-September-2016.pdf).

6. **MEETINGS.** Participate in project meetings with the University, Project Manager, Planner, and other parties as required to review progress, address questions, and coordinate activities planned for the next interval.

7. **UNIVERSITY APPROVALS:** The complete drawings, specifications, probable cost estimate, and other documents will be presented to the University for written approval at the end of the design phase. Since this will be a threshold building, the Architect will also be required to obtain initial approvals from the State Building Official and State Fire Marshal as well as participate in UConn Fire, code compliance reviews, and/or other University departments.

8. **REGULATORY COMPLIANCE:** All work shall comply with applicable laws, regulations, and building codes, including, where applicable, laws requiring the payment of prevailing wages.

9. The following services will be part of the Architect’s contract:
   - Programming
   - Architectural Design
   - Structural Engineering
   - Mechanical, Electrical, Fire Protection, and Plumbing Engineering
   - Telecommunications Engineering
   - Audio/Visual
• Security Systems and Access Control
• Code Compliance/Plan Review
• Construction Administration
• Lighting
• Acoustics
• Three-dimensional model (Revit or similar software acceptable to the University) for the purposes of building and equipment/furnishings design and documentation, construction phasing, construction coordination, post-construction operations and maintenance.
• Renderings (The Architect’s basic services include all presentations that are normally used to obtain University approval of design concept and additional professional renderings).
• Prepare documentation and applications for Environmental and other regulatory permitting.
• This project will be approached with the same strategic thinking, and all improvements will align with best practices in the industry and UConn’s well-established policy of sustainable design and construction. Sustainable Design features included in this project are related to the Materials and Resources LEED requirements and any improvements we can make for Indoor Environment Quality.
• Participate in the University’s and other agencies’ plan review processes and respond to all comments made during the reviews in order to receive all regulatory approvals.
• Cost Estimating and Reconciliation
• Provide FF&E design and specifications for the new facility.
• Interior Signage/Graphics

10. Included in Basic Services:
   a. Weekly job meetings during the design phases.
   b. Additional meetings as required with key project stakeholders.
   c. Pre-design program confirmation and development.
   d. Conceptual design deliverables including rough order of magnitude construction cost estimate.
   e. Schematic Design deliverables including a cost estimate, as noted in #2 above.
   f. Design Development deliverables including a cost estimate as noted in #2 above.
   g. Construction Documents deliverables including multiple cost estimates, as noted in #2 above.
   h. Required building official approvals and other approvals.
   i. Construction Administration Services.
   j. Team presence at all bidding walk-throughs.
   k. Team presence at all pre-construction meetings.

SCHEDULE
The design for this project will be completed in one phase. The construction will be completed in two phases:
1. Notification to Proceed October 2020
2. Complete Program Confirmation and Development January 2021
5. Bidding/Permitting – Level B Work  
   April 2021 – June 2021  
6. Bidding/Permitting – Plaza Work  
   October 2021 – December 2021  
7. Construction - Level B Work  
   July 2021 – December 2021  
8. Construction - Plaza Work  
   January 2022 – October 2022  

**PLANNING DOCUMENTS**  
1. 2015 Master Plan - [http://masterplan.uconn.edu/](http://masterplan.uconn.edu/)  
2. Library Floor plans showing extent of work areas

**SECTION II**  
**PROPOSAL PROCESS**

**QUALITY BASED SELECTION**  
This Quality Based Selection (QBS) will be a two-part process. The first part will be the receipt and evaluation of all Technical (Qualifications & Experience) Proposals with the intent of developing a shortlist of the most qualified firms that possess the type of experience required in this document. Applicants shall use GSA form SF-330 available at [http://www.gsa.gov](http://www.gsa.gov).

**CONTENTS OF APPLICATION**  
The Statement of Qualifications shall include the requested information and documents arranged in the following order:

- Coversheet *(Use form provided)*  
  - Tab 1 – Letter of Transmittal; Letter of Interest (no more than 3 pages).  
  - Tab 2 – Qualifications of Consulting Firms and Sub-Consultants.  
  - Tab 3 – Completed GSA Form SF 330 (available at [http://www.gsa.gov](http://www.gsa.gov)).  
  - Tab 4 - Narrative of the project approach.  
  - Tab 5 - Applicant’s site proximity to the Storrs Campus – 3 Discovery Drive, Storrs, CT.  
  - Tab 7 - List of active references for each of the projects listed under relevant project experience.  
  - Tab 8 – Miscellaneous Documents:
    - A. Original Certificate of Legal Existence issued by the Connecticut Secretary of the State.  
    - B. Formal Acknowledgement that Applicant has reviewed the contract and its terms and accepts it without exception.  
    - C. Executed Affidavits (use the following website to obtain the listed forms): [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806)  
      - OPM Ethics Form 5 Consulting Agreement Affidavit  
      - OPM Ethics Form 6 Affirmation of Receipt of State Ethics Laws Summary  
      - OPM Iran Certification Form 7  
    - D. Provide Limited Liability Corporation Documentation (if required)  
  - Tab 9 – Certifications (If Applicable). If certified, provide Applicant’s Connecticut certificate of Small Business Enterprise and/or Minority Business Enterprise (SBE/MBE).

**SUBMISSION GUIDELINE/CONSIDERATIONS**  
1. The University of Connecticut advises Applicants to consider the following prior to submitting its proposal:
a. The University is a signatory to the President’s Climate Commitment and as such recommends that Applicants demonstrate a similar commitment by eliminating redundancy, non-recyclable dividers, and irrelevant materials in their submission;

b. Read and review the RFQ carefully. Respond clearly and fully to technical criteria listed as scoring is based on the criteria. Applicant must be clear about the relevance of work presented in its SOQ;

c. Provide information that is complete and transparent, indicating whether a proposed team member worked on a relevant project while at another firm; and

d. Once contracted and at the point of the assignment, sub-consultants are subject to the approval of the University.

e. Applicants are hereby reminded that Joint Ventures or other associations should be clearly identified and relevant experience provided on the GSA Form SF330.

2. If the Applicant is a LLC, the following must be provided with the RFQ submission:

   a. Certificate of legal existence from the state of organization/formation of the entity proposing to the University.

   b. For entities that are organized/formed in a State other than Connecticut, in addition to 2.a, a copy of a Certificate of Authority to do business in the State of Connecticut from the Secretary of the State of Connecticut.

PART 1 – TECHNICAL CRITERIA – QUALIFICATIONS AND EXPERIENCE

The Technical Qualification/Experience criteria shall address the following:

1. Letter of Transmittal/ Letter of Interest – Include a brief statement of the Firm’s technical qualifications to complete this project. Prepare a narrative that clearly demonstrates the firms’ understanding of the specific needs of the University and which concisely presents a technical approach to completing the proposed scope of work.

2. Qualifications of Prime Consulting Firm and Sub-Consultants – Describe the overall qualifications of the Firm (and any sub-consultants), including background in this field and the services that it provides. The Firm shall:

   a. Provide five (5) examples of similar projects: comparable in size and building types, with an emphasis on sustainable design – completed within the past ten (10) years.

   b. Provide documentation on team experience for applicable relevant programs.

   c. Identify the prime Firm for contracts and communication on an organizational chart.

   d. If a joint venture is proposed, provide the proposed joint venture arrangement between the parties outlining the percentage of responsibilities and the organizational structure associated with a joint venture established for the project.

   e. The prime Firm should also highlight its experiences with its sub-consultants and their successful projects together. The Firm should demonstrate:

      • Excellence in the design and construction of academic library facilities of comparable size, scope and complexity with an emphasis on higher education library facilities.
• Candidates should be prepared to demonstrate how their innovations in the design of other projects have resulted in well executed, cost effective, state of the art, academic library, study, research and teaching facilities.
• Excellence in technical design and execution. Architect shall have a proven capability to provide creative, functional and flexible design solutions with an economy of means and within the project budget.
• Technical expertise in developing high quality, well-coordinated construction documents for complex projects and excellent follow-through during construction.
• Sustainable Design – Demonstrated experience with sustainable design, including completed projects that received LEED certification or completed projects that demonstrably conserve energy and other resources.
• Demonstrated excellence in adhering to project budgets and in meeting critical schedules from design through construction.
• Recent, current and projected workload and ability to incorporate this project into the workload.
• Change order history showing dollar amounts and time extensions over the past (3) three calendar years.
• Experience working on public projects.
• Experience working with multiple stakeholders in a university setting for a project of similar size, scope and complexity.

3. **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 (campus environments) and their specific responsibilities on the proposed project. The proposal shall include complete resumes for each principal as well as resumes of sub-consultants that the Architect deems necessary to complete the purposes of this project. Utilize the GSA Form SF 330 to provide documentation on team experience for applicable relevant programs.

4. **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 the resumes of the staffing changes. Lack of notification could be grounds for disqualification.

5. **Project Approach** – Prepare a narrative that demonstrates the Firm’s understanding of the needs of this project. Concisely present a technical approach to completing the proposed scope of work.

6. **Site Proximity 100 Miles/SBE/MBE** – The driving distance from the Applicant’s primary office should be provided via internet mapping from that office to 3 Discovery Drive, Storrs, Connecticut 06269. In an effort to foster a more diverse pool of experienced firms, the University encourages Connecticut certified Small Business Enterprise and Minority Business Enterprise (SBE/MBE) participation; and SBE/MBE certified firms from other states.

7. **References** – The Firm shall submit five (5) references for which the Firm has performed work within the past five (5) years. Include the name, title, address, and telephone number of each reference and description of duties.
8. **Interviews** - 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 (if requested). Fees will be requested once firms are short-listed, and a fee matrix template to be used will be provided at this stage. Fees are not required during the Request for Qualifications stage; however, an Applicant’s All-Inclusive Hourly Rates are required as part of the SOQ.

**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 that will use the specific evaluation criteria listed in this document with the University reserving the right to base an 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.

**SECTION III

SUBMISSION FORMAT / RECEIPT OF SOQ’S**

**COMMUNICATION**

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.

1. **Request for Information (RFI)**

All Requests for Information (“RFI”) must be received no later than **June 30, 2020 at 2:00 p.m. EST** and sent electronically to Elaine.dumas@ucon.edu. The subject line of the email shall read: Project 300186, Homer Babidge Library Entrepreneurship Hub – Phase II – RFI. Be sure and plan accordingly as any RFI received after the due date and time stated in this paragraph will not be answered. Also, no RFI’s will be answered verbally, no phone calls please.

2. **Informal Communications**

The University considers this process as “open” from the date of receipt of this RFQ by each Applicant, until a binding contractual agreement is executed. The contact for any communications during this process is the CPFP designee listed in this RFQ. Informal communications with any University personnel (outside of CPFP) shall not occur. 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.

**SUBMISSION FORMAT/RECEIPT OF SOQ**

The Statement of Qualifications are to be e-mailed to cpca@uconn.edu no later than 2:00PM Thursday, July 9, 2020. The subject line of the email submission shall include **Project 300186, Homer Babbidge Library Entrepreneurship Hub – Phase II, and the Firm’s name.** Submit one (1) copy in pdf format the completed SOQ.

In order to maintain the integrity of the sourcing process, any SOQ sent to other email addresses other than cpca@uconn.edu may be disqualified. Any SOQ received after 2:00PM on the due date will remain unopened and will be disqualified.

**The University expressly reserves the following rights:**

1. To reject any and all Applications and to waive any informalities, irregularities or technical defects in the Application if it is deemed to be in the best interest of the University.

2. To solicit, receive and/or utilize information from any persons or entities referenced or used as references, or from persons or entities having knowledge of the Applicant’s experience, abilities, past performance, integrity, financial status or any other definitive characteristics.

3. The submission of an Application shall constitute an express authorization by the Applicant to the University to obtain all information it deems pertinent.

4. 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.

**NOTIFICATION**

All Applicants will be notified of the status of their Application as soon as practical after determination by email and letter via USPS. Successful firms will be invited to participate in the RFP stage for this project.

**CONTRACT**

The Contract template is an attachment to this document. In submitting applications in response to this RFQ, Applicants will be deemed to have accepted the terms of the contract without exception, as well as any modifications to the contract that the University deems necessary prior to execution.

**VENDOR CODE OF CONDUCT**

In furtherance of its longstanding commitment to fundamental human rights, to the dignity of all people, and to the environment, the University has developed the Code of Conduct for University of Connecticut Vendors (the “Vendor Code of Conduct”). Contractor hereby acknowledges receipt of the Vendor Code of Conduct. A copy of the Vendor Code of Conduct is available at http://csr.uconn.edu/. The Vendor Code of Conduct is hereby incorporated herein by reference to the extent Contractor is required to comply with the same pursuant to this section. Contractor agrees to comply with the “Principal Expectations” described in the
Vendor Code of Conduct. Firm further agrees to comply with the “Preferential Standards” described in the Vendor Code of Conduct, to the extent a commitment to so comply, or a representation of compliance, was provided by Contractor to the University in writing. Any such commitment or representation is hereby incorporated herein by reference. Contractor agrees to provide the University with such evidence of Contractor’s compliance with this section as the University reasonably requests and to, at the request of the University, provide a comprehensive, annual summary report of Contractor’s corporate social and environmental practices.

END OF INSTRUCTIONS TO APPLICANTS
COVER SHEET

RESPONSE TO THE REQUEST FOR QUALIFICATIONS
FOR
BABDIDGE LIBRARY
ENTREPRENEURSHIP HUB – PHASE II

PROJECT NUMBER: 300186

SOQ DUE DATE: JULY 9, 2020 BY 2:00 PM.

Firm Name: ____________________________________________

Firm Address: ____________________________________________

☐ Principal Office ☐ Branch Office

If Firm Address is branch office, list the principal office address:

_____________________________________________________________________________________

_____________________________________________________________________________________

Name of Authorized Agent submitting as Primary Contact:

____________________________________

Signature of Authorized Agent submitting as Primary Contact: ___________________________________

Phone Number for Primary Contact: ________________________________________________________

Email for Primary Contact: _______________________________________________________________

Applicant acknowledges it has reviewed and accepted the Contract for Consulting Services:

__________________________________________   ________________________________
(Signature) (Date)

Indicate if your Firm is a:

☐ Corporation ☐ Partnership ☐ Individual

☐ Joint Venture ☐ Other

Indicate if your Firm is certified as one of the following:

☐ SBE ☐ MBE ☐ WBE

☐ DBE ☐ N/A

☐ DBE

☐ N/A
PHASE II – Existing Plaza Level
Proposed Program
Entrepreneurial Suite – 6,700 sf
• 5 to 10 staff single and shared offices
• 4 WS
• 3 landing WS
• Meeting room for 12 – 16 – flexible use
• Kitchenette
• Office support spaces
• Reception

Maker Space – 2,700 sf

Plaza – Entrepreneurial Center (8,700sf)
Convert & expand Staff Lounge to Maker Space
Renovate & expand the existing Dean’s suite into the new Entrepreneurial Center

Proposed Program
Entrepreneurial Suite – 6,700 sf
• 5 to 10 staff single and shared offices
• 4 WS
• 3 landing WS
• Meeting room for 12 – 16 – flexible use
• Kitchenette
• Office support spaces
• Reception
PHASE II – Existing Level B

Level B – Scope (2,500)
Consolidation of Metadata
Consolidation of Acquisitions
Replace Staff Lounge on Plaza Level
PHASE II – Staff Lounge relocation

**Level B – Scope (2,500)**
- Consolidation of Metadata
- Consolidation of Acquisitions
- Replace Staff Lounge on Plaza Level
This contract for professional services (the “Contract”) in connection with the project entitled [_________________________] (the “Project”), entered into as of the date it is fully executed by the parties, is by and between the University of Connecticut (the “University”) and [_____________________] (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; CONTRACT DURATION

1.1 SERVICES. The Architect will provide professional services for the Project as described and required by this Contract including, without limitation, those services described on Schedule A attached hereto and incorporated herein, and excluding such services as are expressly excluded in Schedule A.

1.2 CONTRACT DURATION. Unless this Contract is sooner terminated in accordance with its terms, this Contract shall be in effect commencing on the date it is fully executed by the parties and shall remain in effect until the services required and properly authorized hereunder are completed to the University’s satisfaction.

2. ARCHITECT’S MAXIMUM FEE; PAYMENTS; RECORDS

2.1 MAXIMUM TOTAL FEE. The Architect's maximum total fee (“Maximum Total Fee”) for the provision of all Basic Services (as defined in Section 6.1.2) required hereunder in accordance with the terms and conditions of this Contract is [$______________________], subject to adjustments pursuant to the terms and conditions of this Contract. To the extent the Architect is authorized to proceed with the following phases, the Maximum Total Fee will shall be allocated to each phase as set forth below:

A. Pre-Design Study Phase (“PDS”): [$______________________];
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 (_____________)];

F. Construction Administration Phase: [_____________ Dollars (_____________)]; and

G. Closeout Phase: [______________________ Dollars ($________)].

2.1.1 The Maximum Total Fee (as it may be adjusted in accordance with the terms of this Contract) is the maximum compensation to be paid to the Architect under this Contract and is inclusive of all costs and expenses incurred by the Architect in the performance of its obligations under this Contract. No changes or adjustments will be made in the Maximum Total Fee except pursuant to an amendment to this Contract in accordance with Section 13.4 hereof.

2.1.2 The Maximum Total Fee will be increased by the amount payable to the Architect hereunder for Special Services and Additional Services as defined in and pursuant to the provisions of Sections 2.2 and 6.3. The Maximum Total Fee may also be subject to adjustment pursuant to Sections 2.1.3 through 2.1.5 and Section 6.2.6.8.

2.1.3 In addition, if at any time while this Contract is in effect the University should deliver written instructions to the Architect to reduce the scope of services to be performed under this Contract, the Contract will be amended to (i) reduce the scope of services, as requested, (ii) reduce the Maximum Total Fee by a fair and equitable amount, as determined by the University, and, (iii) as applicable, adjust the Phase Schedule.

2.1.4 In all cases where the compensation to be paid to the Architect under this Contract is to be based on hourly rates, the hourly rates shall be those rates set forth on Schedule C (the “Hourly Rates”). The Hourly Rates represent all inclusive prices per hour and include, but are not limited to, base salary, fringe and other benefits, insurance, taxes, miscellaneous personnel expenses, meals, travel, travel time, training, holidays, vacation, sickness, medical, lost time, general and corporate supervision and management expenses, overhead charges or expenses, legal costs, consumables, accounting costs and profit, all costs of living, per diem expenses, transportation, communication, including cellular communication, laptop computer for document management and written communication, and all mailings. The Hourly Rates shall remain in effect for the duration of the Contract. The University will not pay or reimburse the Architect for any costs or expenses other than those that are included in the Hourly Rates. If the University requests services that are to be performed by an individual for whom an Hourly Rate has not been established under this Contract, the parties shall establish, in writing, an all-inclusive hourly rate for such individual. Such hourly rate shall not exceed a reasonable rate as determined by the University, taking into consideration the skills and experience of such individual.
2.1.5 The University may order changes in the Basic Services or require the commencement of Special Services or Additional Services in advance of an Amendment to this Contract to reflect any agreed adjustment in the Maximum Total Fee and/or Phase Schedule, by issuance to the Architect of an Additional Services Notice to Proceed (hereinafter, referred to as “AS-NTP”).

2.1.5.1 If an AS-NTP provides for a proposed adjustment to the Architect’s Maximum Total Fee, the adjustment shall be based on one of the following methods:

1. Mutual acceptance of a lump sum increase in the Maximum Total Fee which increase shall be properly itemized by the Architect and supported by sufficient substantiating data to permit evaluation by the University;

2. Based on time spent at the Hourly Rates; or

3. As provided in Section 2.1.4.3.

2.1.5.2 Upon receipt of an AS-NTP, the Architect shall promptly proceed with the services described therein and, if the AS-NTP includes a proposed method for an adjustment of the Maximum Total Fee and/or a proposed adjustment in the Phase Schedule, promptly advise the University of the Architect’s agreement or disagreement with such method and/or adjustment. The Architect’s execution and return of a copy of the AS-NTP to the University shall evidence the Architect’s agreement to the proposed terms of the AS-NTP. Regardless of the Architect’s agreement or disagreement to the proposed terms of the AS-NTP, the Architect shall proceed promptly with the services reflected in the AS-NTP.

2.1.5.3 If the AS-NTP does not propose a method for adjustment in the Maximum Total Fee or, as applicable, the Phase Schedule, or the Architect disagrees with such proposal(s), the Architect shall, within fifteen (15) days of receipt of the AS-NTP, submit an alternative proposal for such adjustments to the University. The University and the Architect shall endeavor to promptly reach agreement on such adjustments and, upon reaching agreement, the parties shall appropriately amend the Contract in accordance with Section 13.4. The Architect shall not be entitled to invoice or be paid for the services encompassed by an AS-NTP until an Amendment has been executed and approved as set forth in Section 13.4.

2.1.5.4 If the Architect does not respond promptly to an AS-NTP or the Architect and the University are unable to reach agreement on the method of adjustment in the Architect’s Maximum Total Fee, the adjustment shall be based on the Hourly Rates pursuant to Section 2.1.5. Regardless of the method of adjustment in the Architect’s Maximum Total Fee employed, the Architect shall maintain and present to the University in such form as the University may prescribe, an itemized accounting together with such supporting information and documentation as the University may require to substantiate the services performed and the Architect’s entitlement to payment.

2.2 FEE ADJUSTMENT FOR ADDITIONAL SERVICES AND SPECIAL SERVICES:
2.2.1 **Additional Services.** “Additional Services” shall mean and include any services that are required to be performed by or on behalf of the Architect under this Contract beyond the scope of the Basic Services and which do not constitute Special Services. The fee adjustment for Additional Services performed under this Contract is addressed in Section 6.3.

2.2.2 **Special Services.** “Special Services” shall mean and include any special technical service required for the Project which is not usually furnished in architectural practice and which is not included in the Basic Services to be performed under this Contract, either expressed or implied, including, without limitation, the services of a licensed land surveyor, geotechnical engineer or test boring firm. If requested by the University or determined by the Architect to be necessary for the Project (in which case the Architect will promptly notify the University of such determination) and approved by the University, the Architect will engage the services of an appropriate and properly licensed consultant to perform Special Services. Except where the University and the Architect have agreed to some other method of compensation under Section 2.1.6 or otherwise, the University will reimburse the Architect for the actual cost incurred by the Architect for Special Services plus ten percent (10%) of such cost (or such other percentage deemed reasonable by the University) for the Architect’s overhead and profit.

2.2.3 **Consultants.** The Architect’s selection of the consultant to be retained by the Architect to perform Special Services must be submitted to and approved by the University. If, in the professional opinion of the Architect, any Special Service is required for the Project, the Architect will promptly notify the University and request the University’s written authorization to procure such services. Such request will include the name and address of Architect’s recommended consultant. Subject to the Architect’s receipt of written authorization from the University to procure the Special Services and approval of the selected consultant to perform such services, the University will reimburse the Architect for the performance of the Special Services as provided in Section 2.2.2 above.

2.2.4 **Special Field Investigation Services.** As needed for the Project, and requested or otherwise approved by the University pursuant to Section 2.1.6, the Architect will provide the following special field investigation services which shall (unless included in Basic Services) constitute Special Services under this Contract:

2.2.4.1 Performance of a detailed inventory of the University’s existing furniture in the subject building.

2.2.4.2 Preparation of floor plans of portions of the subject building indicating the measured existing conditions.

2.2.4.3 Preparation of measured drawings to document the location and size of existing mechanical, electrical, or other systems within the subject building.

2.2.4.4 Performance of 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.

2.2.5 **Self-Performance of Special Services.** Performance of Special Services by the Architect with its own forces (rather than through its consultant) shall be subject to the prior written
approval of the University. Should the Architect wish to self-perform Special Services, the Architect will submit its request to do so to the University along with a written quotation of the cost for such services. The quotation shall not include, nor will the Architect be entitled to be paid, any additional percentage for the Architect’s overhead and profit. The University will decide, in its sole discretion, whether to permit the Architect to self-perform the services, and will notify the Architect accordingly.

2.3 PAYMENTS.

2.3.1 Invoicing for Services. Invoices for services hereunder will either be on the basis of “Invoice with Deliverables” or “Invoice for Services Completed” (as described below) as elected by the University in its sole discretion.

2.3.1.1 Invoice with Deliverables: If the University elects to require the Architect to Invoice with Deliverables, with the exception of invoices for the Bidding and Negotiation Phase, the Construction Administration Phase, and the Closeout Phase, invoices 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. Invoices for the Bidding and Negotiation Phase services will be submitted upon completion of the Bidding and Negotiation Phase and invoices for the Construction Administration Phase services and Closeout Phase services (collectively, “CA Services”) will be submitted monthly.

2.3.1.2 Invoice for Services Completed: If the University elects to require the Architect to Invoice for Services Completed, monthly invoices will be submitted on the basis of the percentage of completion of services performed in the prior month as determined by the University.

2.3.1.3 Invoices for CA Services: Monthly invoices for CA Services will reflect equal monthly installments of the Maximum Total Fee applicable to CA Services (“Maximum CA Fee”) based on the Contract Time set forth in the contract for the construction of the Project entered into by the University (the “Contract for Construction”) until monthly payments aggregate 90% of the Maximum CA Fee. If Section 2.1 provides for a separate allocation of the Maximum CA Fee to Construction Administration Phase services and Closeout Phase services, upon the Architect’s issuance of the Certificate of Substantial Completion under Section 6.2.7.15, the Architect may invoice an amount equal to the unpaid balance of the Maximum Total Fee applicable to the Construction Administration Phase services. The Architect may invoice an amount equal to the unpaid balance of the Maximum Total Fee applicable to Closeout Phase services upon the last of the following to occur: (1) the completion of the Project close-out as required by the Contract for Construction, (2) delivery to the University of the record drawings and archive specifications, and (3) issuance by the Architect of its Certificate of Final Completion under Section 6.2.8.5 hereof. If Section 2.1 does not provide for separate allocations of the Maximum Total Fee to Construction Administration Phase services and Closeout Phase services, then 5% of the Maximum Total Fee applicable to CA Services may be invoiced upon the Architect’s issuance of the Certificate of Substantial Completion and the remaining 5% thereof may be invoiced upon the last of the following to occur: (1) the completion of the Project close-out as required by the Contract for Construction, (2) delivery to the University of the record drawings and archive specifications, and (3) issuance by the Architect of its Certificate of Final Completion under Section 6.2.8.5. The CA Services are described in Sections 6.7 and 6.8. In the event the University determines that the Architect has not
performed the CA Services as required by this Contract, the University may reduce the amount of the monthly installment payments for CA Services to an amount commensurate with the level of the Architect’s actual performance of CA Services. Thereafter, to the extent that the University determines that the Architect’s level of performance of CA Services has improved, the University will readjust the amount of monthly installment payments by an amount reflective of such improvement, as deemed appropriate by the University.

2.3.2 Form of Invoice and Supporting Documentation. All invoices shall be in the form attached hereto as Schedule B and will be accompanied by supporting information and documentation as the University may require (“Supporting Documentation”). No payments will be made unless: (1) all materials are submitted as required and in accordance with Article 5, and (2) invoices and Supporting Documentation have been reviewed and approved by the University. Supporting Documentation for invoices that include Additional Services shall include attachments reflecting actual hours worked, Hourly Rates applied, and any allowable additional direct costs permitted as agreed by the University on a case by case basis. The Architect will certify that each amount invoiced is both accurate and commensurate with the services performed for the University under this Contract.

2.3.3 Consultant Invoices. The Architect will examine the invoices of its consultants to confirm that all claimed fees and expenses are permissible for reimbursement under this Contract. The Architect will not include any ineligible amounts in its invoices to the University.

2.3.4 Payment. The University shall make payment of amounts due and payable to the Architect in connection with an invoice submitted in accordance with this Contract within thirty (30) days after the University’s receipt and approval of such invoice and Supporting Documentation. The Architect will make payment of amounts due to its consultants and subcontractors within fifteen (15) days after the Architect receives payment from the University which encompasses the services performed by such consultants and subcontractors.

2.4 RECORDS.

2.4.1 Hourly Rate Services. Records of services compensated on the basis of Hourly Rates will be kept on the basis of generally accepted accounting principles.

2.4.2 Examination and Copying of Records. Records will be available to the University's authorized representative at mutually convenient times. 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 services, alleged breaches of contract, settlement of claims, or any other matter involving the Architect's demand for compensation from the University. The Architect will also permit such examination and copying of its records as the University may deem necessary, in order to confirm the Architect’s compliance with all laws and regulations pertaining to the Contract, such as, but not limited to, Labor Compliance, Affirmative Action Program and Equal Employment Opportunity.

2.4.3 Retention Period. The Architect shall keep all records relating to this Contract until the expiration of seven (7) years after final payment of the Architect hereunder unless any ongoing
disputes remain unresolved at the end of such seven (7) year period, in which case, such records shall be retained until six (6) months after settlement of such disputes has been reached and formalized.

2.4.4 Consultant Records. The Architect shall include in its agreements with consultants and subcontractors for the performance of any services in connection with this Contract a requirement that such consultants and subcontractors provide the University with the same audit rights as regards their data, records and files that are related to the Project and comply with the record retention requirements set forth in Section 2.4.3.

3. SCHEDULE

3.1 PHASE SCHEDULE. The Architect will provide any and all services, documents and materials as required by this Contract for the following phases (each, a “Design Phase”) within the time periods specified below (the “Phase Schedule”), as such time periods may be adjusted in accordance with this Contract:

A. Pre-Design Study Phase: [____ (___)] days after the Architect’s receipt of a fully executed copy of this Contract.

B. Schematic Design Phase: [______ (___)] days after the Architect’s receipt of a written notice to proceed with services for this Phase unless there are no Pre-Design Study Phase services included under this Contract, in which case, the Architect’s receipt of a fully executed copy of this Contract;

C. Design Development Phase:[____ (___)] days after receipt of written notice to proceed with services for this Phase;

D. Construction Documents Phase: [________ (____)] days after receipt of written notice to proceed with services for this Phase.

E. Bidding and Negotiation Phase: Unless otherwise instructed by the University, the time period commencing upon the University’s approval of the Construction Documents and ending on the date of commencement of the Construction Administration Phase.

F. Construction Administration Phase: Unless otherwise instructed by the University, the time period commencing upon the execution of the contract for construction of the Project (or in the case of a Construction Manager at Risk, the execution of the Guaranteed Maximum Price Amendment) and ending on the date of issuance of the Architect’s Certificate of Substantial Completion for the Project.

G. Closeout Phase: Unless otherwise instructed by the University, the time period commencing on the day after the Architect’s issuance of the Certificate of Substantial Completion for the Project and ending upon completion of all of the Architect’s Closeout Phase responsibilities under Section 6.2.8 of this Contract.
3.2 TIME IS OF THE ESSENCE. The Architect acknowledges that time is of the essence for completion of the services required under this Contract. Time limits established in the Phase Schedule and in the Design Schedule developed under and defined in Section 6.1.12, will not be exceeded by the Architect, except for reasonable cause.

3.2.1 Day. The term “day” as used in this Contract shall mean calendar day unless otherwise specifically defined.

4. CONSTRUCTION BUDGET AND CONSTRUCTION COST

4.1 CONSTRUCTION BUDGET: The Architect's design will be based on a total “Construction Budget” of [_____________ Dollars (_____________)] or [to be determined by the University at a later date]. This amount is not to be exceeded except by prior and express written permission from the University.

4.1.1 Definition. The term “Construction Budget” shall mean and refer to the University’s budget for the Construction Cost (as defined below). The Construction Budget may be changed by the University and the University shall provide written notice of such change to the Architect. Unless the Architect notifies the University within ten (10) days after receipt of such notice of the Architect’s inability to design the Project in accordance with this Contract within the adjusted Construction Budget, the Architect will be deemed to have accepted such adjusted Construction Budget.

4.2 CONSTRUCTION COST. The term “Construction Cost” shall mean and refer to the total cost to the University, as determined and approved by the University, of all elements of the Project designed or specified by the Architect. The Construction Cost will include all labor, materials, services and equipment designed, specified, selected, or specially provided by the Architect, the costs of connection of all existing utilities and related services, a reasonable allowance for the contractor's/construction manager’s overhead and profit, and a reasonable allowance for contingencies for market conditions at the time of bidding and for changes in the Work (as defined in Section 6.2.4) during construction. Construction Cost does not include costs for the furnishing of equipment other than that which is usually built in as a component part of the building or improvement, the compensation of the Architect or the Architect's consultants, or the costs of the land, rights-of-way, or financing.

4.3 RESPONSIBILITY FOR CONSTRUCTION COST. Evaluation of the University’s Construction Budget and the preparation of estimates of Construction Cost represent the Architect’s and the Architect’s independent estimating consultant’s exercise of judgment as professionals 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 Change in Scope. If the University changes the scope of the Project, the Architect will inform the University immediately of any associated impact on the Construction Cost anticipated by the Architect.
5. REQUIRED DELIVERABLES

5.1 FORM AND NUMBER OF DELIVERABLES. The Architect will submit materials for review and approval by the University for each Design Phase as follows:

A. Pre-Design Study Phase: six (6) bound reports, photographs of the models and the models themselves, one (1) reproducible report and a digital (pdf) version of the report;

B. Schematic Design Phase: digital version in a format required by the University of plans and specifications, two (2) sets of half-size drawings; two (2) sets of specifications; and three (3) sets of Construction Cost Estimate (as defined in Section 6.2.2.12);

C. Design Development Phase: digital version in a format required by the University of plans and specifications, two (2) sets of half-size drawings; two (2) sets of specifications; and three (3) sets of the Construction Cost Estimate;

D. Construction Documents Phase: digital version in a format required by the University of plans and specifications, two (2) sets of half-size drawings; two (2) sets of specifications; and three (3) sets of the Construction Cost Estimate; and

E. Bidding/Proposal or Negotiation Phase: two (2) sets of stamped construction drawings and specifications for permit application. At the conclusion of the bidding process, provide reconciled set of construction drawings and specifications, stamped: two (2) sets full size drawings and specifications and a digital version in a format required by the University.

5.2 PROGRESS SETS. "Progress Set" submittals are required at 100% PDS, 50% SD, 100% SD, 50% DD, 90% DD, 50% CD and 90% CD or as otherwise required by the University. 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 USE OF DELIVERABLES. The Architect will provide all deliverables to the University as provided in Section 5.1 for use by the University as part of Basic Services and at no additional cost to the University.

5.4 ELECTRONIC MEDIA. The Architect will develop drawings for this Project using computer aided drafting software fully compatible with AutoCAD's most recent version or such other version as approved by the Department. Subsequent to the University’s approval of the end-of-phase deliverables required under Section 6.2.5, the Architect will, at a time specified by the University, submit such documents in a digital format satisfactory to the University. Upon completion of the 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. The Architect shall perform its obligations under this Section 5.4 as part of Basic Services at no additional cost to the University.
5.5 INSTRUMENTS OF SERVICE. All representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect under or in connection with this Contract (and the Architect’s consultants under their respective professional services agreements with the Architect) including, without limitation, all plans, drawings, specifications, models, reports, renderings, and other materials and work product prepared or furnished by the Architect or on its behalf, including such materials and work product as are produced by the Architect’s consultants, pursuant to this Contract shall constitute "Instruments of Service". The University will retain all common law, statutory and other reserved rights, including copyrights in and to all Instruments of Service. The Architect hereby agrees, represents, and warrants that all Instruments of Service are “works made for hire.” All ownership of any copyright, and all other rights, in and to all Instruments of Service will vest immediately in, and belong exclusively to, the University, no rights therein being reserved to the Architect. To address the possibility that any or all of such Instruments of Service might be deemed not to constitute “works made for hire,” the Architect hereby assigns, sells, transfers and sets over to the University the entire copyright, right, title and interest in and to all Instruments of Service and all other rights which Architect has or may acquire with respect thereto, including the right to sue for damages and other relief for any past, present, or future acts of infringements of said copyright, and the right to publish, adapt, translate, revise, and reproduce the Instruments of Service. The Architect will secure appropriate written contracts with each of its consultants and subcontractors performing services for the Project, all of which will include provisions consistent with the requirements of, and the rights of the University under, this Section 5.5.

6. ARCHITECT'S SERVICES

6.1 GENERAL

6.1.1 Standard of Care. Architect and all consultants performing any part of the Architect’s services shall perform such services in a manner (i) consistent with the terms, conditions and requirements of this Contract; (ii) consistent with sound professional practices; (iii) in accordance with the "prevailing applicable professional or industry standards"; and (iv) as expeditiously as is consistent with such professional skill and care, the orderly progress of the Project, and the terms, conditions and requirements of this Contract. For the purposes of this Contract, the performance of services in accordance with the "prevailing applicable professional or industry standards" shall mean the performance of such services by a person or persons (i) having the degree of knowledge, skill, and judgment ordinarily possessed by members of the same profession, and (ii) with the faithfulness, diligence and in the manner as would be undertaken by a reasonable prudent member of such profession under the same or similar circumstances in the same or similar location (hereafter, the “Architect’s Standard of Care”). The Architect, covenants and agrees that all documents, material and information supplied by the Architect or its consultants under this Contract will be prepared in accordance with the Architect’s Standard of Care.

6.1.2 Basic Services. Except as may otherwise be expressly provided in Schedule A or Schedule D to this Contract, and except for those services that are expressly identified herein or in such Schedules as Additional Services or Special Services, Basic Services shall mean and include all of the services to be performed under this Contract and all professional services usually and customarily
performed in conjunction with the services to be performed under this Contract, whether performed by the Architect or by consultants hired by the Architect.

6.1.3 **Project Design.** The Architect will design the Project in accordance with the University’s approved program and Construction Budget and in compliance with the University Design Standards (as defined in Section 6.1.14), Connecticut Building and Fire Safety Codes, all applicable laws, statutes, regulations and ordinances and as may otherwise be required under this Contract.

6.1.4 **Key Personnel.** The names and positions of key personnel of both the Architect and its consultants to be assigned to the Project were provided in writing to and approved by the University prior to the execution of this Contract. Any change in such key personnel is subject to the University's prior approval, which will not be unreasonably withheld. The University may, at any time, require the replacement of any individual deemed by the University to be unsuitable for the Project.

6.1.5 **Consultants.** The names and addresses of the consultants to be engaged by the Architect to perform services for the Project were provided in writing to and approved by the University prior to the execution of this Contract. The use of any additional or substituted consultants on the Project must be approved in advance by the University. Upon the request of the University, copies of all contracts with consultants will be supplied to the University within five (5) days after their execution. The Architect shall be solely responsible for all of its consultants and all lower tier consultants performing any part of the services under this Contract. By appropriate written agreement, the Architect shall require each of its consultants, to the extent of the Architect’s services to be performed by such consultant, to be bound to the Architect by terms of this Contract, and to assume toward the Architect all the obligations and responsibilities, which the Architect, by this Contract, assumes toward the University. Each consulting agreement shall preserve and protect the rights of the University under this Contract with respect to the services to be performed by the consultant so that subcontracting thereof will not prejudice such rights, and shall allow to the consultant, unless specifically provided otherwise in the consulting agreement, the benefit of all rights, remedies and redress against the Architect that the Architect, by this Contract, has against the University. Where appropriate, the Architect shall require each consultant to enter into similar agreements with subconsultants.

6.1.6 **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 personnel, (2) direction of the Architect's consultants, (3) coordination of information flow and decision making, and (4) progress monitoring and reporting.

6.1.7 **Coordination of Services.** The Architect acknowledges that it is essential that the services of all of the design consultants engaged for the Project (whether by the University or the Architect) be coordinated. The Architect will: (1) coordinate the services of all such design consultants, (2) review and check all drawings and specifications prepared by such design consultants, (3) modify the Architect’s work to incorporate the design consultants’ work, as appropriate, and (4) arrange for the modification of the design consultants’ work for consistency with the Architect’s work, as appropriate.

6.1.8 **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) in effect at the time the final Construction Documents are delivered to the University. 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 Construction Documents or information prepared or provided by the Architect in connection therewith, the Architect shall, immediately upon awareness of the same, take all necessary steps to correct any such defects, deficiencies, errors, omissions, lack of coordination or non-compliance and issue any necessary revisions to the Construction Documents to reflect 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 (including, but not limited to, any damages and costs of delays to the Project and increased construction costs) resulting from a deviation from the Architect’s Standard of Care or noncompliance with the University Design Standards, if such deviation or noncompliance results in defects, deficiencies, errors, omissions, lack of coordination or non-compliance with the requirements of this Contract. The Architect represents that the design of the Project will not infringe upon any patent, trademark, or copyright, and the Architect hereby agrees to indemnify and hold the University harmless from and against any loss, costs and liabilities arising from such infringement or claims thereof.

6.1.9 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 in compliance therewith. With the University’s approval, and at times appropriate to the Project phase, the Architect, and its consultants, as applicable, 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 University’s behalf at agency, board, committee, commission and public meetings incidental to the Architect’s services under this Contract. The Architect will assist the University 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 by the Architect will be made with a representative of the University. If required for the Project and authorized by the University, the Architect will prepare necessary code modification requests.

6.1.10 ADA Compliance. 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 Architect will ensure that the applicable requirements of the Americans with Disabilities Act (ADA), applicable requirements for accessibility per the Connecticut State Building Code and the University Design Standards applicable to accessibility will be strictly applied and adhered to for the Project.

6.1.11 Department Furnished Information. The Architect will identify existing information and documents required from the University for the Project. To the extent furnished by the University, the Architect will assemble, review, and coordinate such information and documents.

6.1.12 Design Schedule. The Architect will prepare a comprehensive design schedule based on the Department's overall schedule for the Project (the “Design Schedule”). The Design Schedule
shall be in a format acceptable to the University and in the latest version of Microsoft Project, and, upon request of the University, in an electronic file. 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 meeting dates, (3) progress and end-of-phase document submission dates, (4) University review/approval periods, (5) dates for submission of the design documents for approval of authorities having jurisdiction, (6) dates for value engineering sessions, and (7) dates and time periods for other major activities as are appropriate to the Project.

6.1.12.1 Monitoring/Modification of Design Schedule. 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 prior approval of the University.

6.1.13 Meetings. The Architect will prepare minutes of all meetings attended by the Architect (except for construction meetings for which others may be assigned by the University to keep the minutes) noting in sufficient detail topics discussed, information presented and reviewed, and comments, observations and decisions made by meeting participants. The minutes will note specific "ACTION" items and identify the individual responsible to perform such items, tasks to be undertaken and the date anticipated for completion thereof. The minutes will be distributed within one week after the meeting.

6.1.14 University Design Standards. The University has established standard design guidelines and standards which are referred to as the University of Connecticut Design Guidelines and Performance Standards for University projects and, for projects on the UConn Health campus in Farmington, such design guidelines and standards as provided by UConn Health (in either case hereafter referred to as “University Design Standards”) which were made available to the Architect electronically prior to the execution of this Contract. The Project must be designed in accordance with the University Design Standards unless otherwise determined by the University (or UConn Health, as applicable) during the course of the design of the Project.

6.1.14.1 Other Project Requirements. The Architect will consult with the University to ascertain the requirements for the Project and consult with proper State authorities as to governmental requirements applicable to the Project. 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, interruptions of institutional routine, and conditions requiring safeguards and precautionary measures.

6.1.15 Sustainable Design/LEED. 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 University, in a format approved by the University, (1) that the design complies with the Connecticut General Statutes Section 16a-38k(b) for High Performance Buildings and is consistent with any Leadership in Energy and Environmental Design’s (LEED) rating system/certification level, or other sustainable design requirements which may be set forth hereafter or in Schedule A, and (2) that the design is in compliance with the sustainable design policies as are provided by the University. The Architect shall, upon the request of the University, provide cost estimates for...
sustainability options for the Project including, without limitation, estimates of cost to achieve different LEED certification levels. To the extent that the University has specified that the Project is to achieve a certain LEED rating/certification level, the Architect’s Basic Services shall also include assistance to the University after the completion of the Project in connection with obtaining such rating/certification level (collectively, “Post Completion LEED Certification Services”).

6.1.16 Cooperation with Commissioning Agent. The Architect shall work cooperatively with and provide appropriate assistance to a commissioning agent that will be assigned to the Project by the University.

6.1.17 Life Cycle Cost Analysis. To the extent requested by the University, the Architect will provide a life cycle cost analysis during the Schematic Design Phase and/or the Design Development Phases. This analysis will be performed at the level of detail required by the University and included with the 100% Schematic Design and Design Development submissions, as applicable.

6.1.18 Construction Cost Estimating. Basic Services include the Architect’s preparation of estimates of Construction Cost for the Schematic Design Phase, Design Development Phase and Construction Documents Phase pursuant to Sections 6.2.2.12, 6.2.3.12 and 6.2.4.5 (each, a “Construction Cost Estimate”). If the Construction Cost Estimate prepared by the Architect (after reconciliation with the University’s independently developed estimate, if available) exceeds the Construction Budget, the Architect will make appropriate recommendations to the University for adjustments to the Project’s scope, quality or budget to meet the University’s budgetary requirements. Upon receipt of such recommendations, the University will have the right to instruct the Architect to modify the Schematic Design Documents, Design Development Documents or Construction Documents, as applicable, as necessary to comply with the University’s budgetary and program requirements. If, in the alternative, the Construction Cost Estimate is less than the Construction Budget by greater than 10%, the University may instruct the Architect to modify the Schematic Design Documents, Design Development Documents or Construction Documents, as applicable, to introduce new Project elements or reintroduce Project elements that had been eliminated based on the Architect’s previous recommendations and previous Construction Cost Estimates. In either case, all such modifications and any modifications to the Construction Documents made pursuant to Section 6.2.6.8 shall constitute Basic Services under this Contract.

6.1.19 Specifications. All specifications (including, without limitation, outline specifications) prepared by the Architect under this Contract during any design phase shall be prepared in accordance with the CSI (Construction Specifications Institute) manual of practice and Sections 10a – 109a to 10a –109y inclusive of the Connecticut General Statutes, as revised, as applicable.

6.1.20 University Review and Approval. Neither the University’s review, approval or examination of any design, design documents or related documentation submitted by the Architect to the University at any phase or stage, nor the University’s rendering of any decision in connection therewith, shall relieve the Architect from the Architect’s responsibility to design the Project in accordance with the University’s approved program and Construction Budget and in compliance with the University Design Standards, Connecticut Building and Fire Safety Codes, all applicable laws, statutes, regulations and ordinances, and as otherwise required by this Contract.
6.1.21 Authorization to Proceed with Services. The Architect shall not proceed with services for the Pre-Design Study Phase, Schematic Design Phase, Design Development Phase, Construction Documents Phase, Construction Administration Phase or Closeout Phase except with the authorization of the University to so proceed in the case of each such phase. Such authorization will be in the form of the delivery to the Architect of a fully executed copy of this Contract as regards the Pre-Design Study Phase and a written notice to proceed as regards the Schematic Design Phase (provided there are Pre-Design Phase Services under this Contract), Design Development Phase and Construction Documents Phase. If there are no Pre-Design Study Services to be performed under this Contract, the authorization to proceed with Schematic Design Phase Services shall be in the form of the delivery to the Architect of a fully executed copy of this Contract. As regards the Construction Administration Phase and Closeout Phase services, the form of authorization to proceed may be written or verbal.

6.1.22 University’s Right to Perform. If the Architect does not proceed with the services when and as authorized hereunder in accordance with the terms and conditions of this Contract, the University may, in its sole discretion, have such services performed by others and deduct from payments then or thereafter due the Architect the amount by which the University’s costs for such services exceed that which would have been paid to the Architect therefore under this Contract. In addition, the Architect shall be responsible for such other costs, damages, delays, and associated impacts arising from the University’s exercise of its rights under this Section 6.1.22. If payments then or thereafter due the Architect are not sufficient to cover amounts payable to the University under this Section 6.1.22, the Architect shall pay the difference to the University.

6.2 SCOPE OF BASIC SERVICES

6.2.1 Pre-Design Study Phase. The purpose of this phase is to define and reconcile the University’s functional, architectural and budgetary requirements. The Architect will develop a program document for the Project as described in and including the elements set forth in Section 6.2.1.1 (the “Program Document”). During this phase, the Architect will make sufficiently accurate systems-based cost estimates which shall include the level of detail required under Section 6.2.2.12 to determine the feasibility of constructing the Project within the Construction Budget. The Architect will submit the systems-based cost estimates, the Program Document, the conceptual design drawings and, if requested by the University, diagrammatical massing models (collectively, the “Pre-Design Study”) to the University for its review and approval.

6.2.1.1 Existing Facilities Assessment and Investigation. The Architect will verify existing configuration of spaces; field measurements of critical dimensions; types and conditions of architectural, mechanical, electrical and other systems; and assessments of existing sizes and capacities of systems and equipment, based on visual inspection of the Project area and information provided by the University (the “Existing Facilities Assessment and Investigation Services”). If there are no Pre-Design Study Phase services required under this Contract the Existing Facilities Assessment and Investigation Services will be performed as part of the Schematic Design Phase services.

6.2.1.2 The Architect will: (1) identify and confirm the University’s 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, electrical, and protective finishes, and (5) identify applicable University standards and applicable zoning and building code requirements. The Architect shall document and compile all of the foregoing to create the Program Document for the Project.

6.2.1.2.1 The Program Document will form the basis and guide of the Project design for the duration of the Project. The Architect will develop the conceptual designs, which, if required by the University, will include the basic massing strategy, based on the Program Document, through the development of drawings and, as applicable, diagrammatical massing models.

6.2.1.3 The Architect will: (1) record, evaluate, and respond to the University’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.

6.2.2 Schematic Design Phase. Subject to the Architect’s receipt of written notice from the University to proceed with services for the Schematic Design Phase, designs will be prepared by the Architect to encompass the general program for the Project based on the Pre-Design Study. If there are no Pre-Design Study Phase services required under this Contract (with the exception of the Existing Facilities Assessment and Investigation Services) the Architect will proceed with Schematic Design Phase services upon Architect’s receipt of a fully executed copy of this Contract and designs will be based on information provided by the University. Designs in this phase will consist of small scale drawings, elevations, sections and outline specifications (hereinafter referred to as “Schematic Design Documents”). While preparing the Schematic Design Documents, the Architect will investigate any factors that may conflict with the use of the Project 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 provide a report of its findings to the University along with the Architect’s delivery of the Schematic Design Documents and Construction Cost Estimate deliverables pursuant to Section 5.1. Consistent with and in addition to the foregoing, Schematic Design Phase Services include the services set forth in Sections 6.2.2.1 through and including 6.2.2.17 below.

6.2.2.1 Program Review and Evaluation. If there are no Pre-Design Study phase services required under this Contract, the Architect will: (1) review the program, schedule and construction budget requirements for the Project furnished by the University to ascertain the requirements of the Project, and (2) provide a written evaluation of any proposed revisions to such program, schedule and construction budget requirements, each in terms of the other.

6.2.2.2 Analysis of Alternatives.

6.2.2.2.1 The Architect will consider and review with the University alternative approaches to the overall design and construction of the Project, with the aim of best meeting the University’s stated objectives for the Project, including scope, cost, schedule and design intent.
6.2.2.2 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, and (3) provide pricing and cost information for all elements of labor and materials for the Project derived from at least two sources of pricing/cost information commonly utilized in the construction industry.

6.2.2.3 Architectural Design. To convey three-dimensional aspects of the design, the Architect will prepare: (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 and/or study models.

6.2.2.4 Structural Design. The Architect will: (1) review with the University alternative 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.

6.2.2.5 Mechanical Design. The Architect will: (1) review with the University alternative 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.

6.2.2.6 Electrical Design. The Architect will: (1) review with the University alternative 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.

6.2.2.7 Civil Design. The Architect will: (1) review with the University alternative 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.

6.2.2.8 Interior Design. The Architect will review with the University alternative floor plan layouts, and established preliminary materials relative to the interior construction of the Project, including partition locations and equipment layouts.

6.2.2.9 Landscape Design. The Architect will document the impact of construction on the Project site, particularly with regard to trees, and determine with the University the scope of preservation and/or replacement. The Architect will review with the University the scope and preliminary details for landscape construction, materials, plantings, fixtures and furnishings.

6.2.2.10 Signage Design. The Architect will review with the University the scope and establish preliminary materials and details for construction of all signage necessary to comply with the requirements of applicable codes.
6.2.2.11 Materials Research and Specifications. The Architect will: (1) review with the University applicable performance criteria and quality standards for potential materials, systems and equipment, (2) investigate availability and suitability of alternative materials, systems and equipment and make recommendations to the University, and (3) prepare outline specifications.

6.2.2.12 Construction Cost Estimating. As part of the Schematic Design Phase services, the Architect shall prepare a detailed Construction Cost Estimate with sufficient accuracy to determine the feasibility of constructing the Project within the Construction Budget. Concurrent with and as part of its responsibilities for the Pre-Design Study and Schematic Design Phases, the Architect will: (1) submit to the University a systems-based preliminary Construction Cost Estimate, and (2) reconcile its estimate with the University’s independently developed estimate. If the University is employing a third party construction estimator, or has contracted with a construction manager for such purpose, the Architect will: (1) provide the Schematic Design Documents to the construction estimator/construction manager, (2) review the preliminary estimate of Construction Cost prepared by the construction estimator/construction manager, (3) work cooperatively with the construction estimator/construction manager to reconcile any areas of difference, and (4) reach agreement with the University upon a Construction Cost Estimate to be used as the basis for proceeding with the design.

6.2.2.13 Value Engineering. The Architect will: (1) present the preliminary design to the University’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) incorporate such modifications as are accepted by the University into the Design Development Documents.

6.2.2.14 Presentations. The Architect will present Schematic Design Documents to the University and respond to questions. Documents will be presented in a format acceptable to the University.

6.2.2.15 University’s Comments. The Architect will: (1) record, evaluate, and respond to the University’s comments on the Schematic Design Documents, (2) modify the Schematic Design Documents to correct deficiencies if the University 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 University requested design changes that the Architect determines will require services beyond the scope of Basic Services, if any.

6.2.2.16 Testing/Reports. The Architect will advise the University of the need or advisability of the University’s securing of any tests, analyses, studies, reports, or consultants in connection with the development of the design and Construction Documents for the Project.

6.2.2.17 Review of Existing Structure. The Architect will perform a review and analysis of any existing structure which is part of the Project pursuant to Section 6.11.
6.2.3 Design Development Phase. Based on the Schematic Design Documents approved by the University, the Architect shall prepare drawings and specifications showing 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 which 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. The drawings and specifications developed in this Phase shall constitute the “Design Development Documents”. The Design Development Documents are intended to form the basis of the whole design concept for the Project and are subject to the University's review and approval for conformance to functional and technical requirements of the Project prior to the Architect’s commencement of any services for the Construction Documents Phase. Consistent with and in addition to the foregoing, Design Development Phase Services include the services set forth in Sections 6.2.3.1 through and including 6.2.3.15 below.

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

6.2.3.2 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.

6.2.3.3 Space Inventory Information. The Architect will: (1) establish room numbers and room use descriptions with the University’s, according to the University’s permanent system for tracking space, (2) review the University’s required content and format for Space Assignment Plans set forth in the University Design Standards, (3) submit a progress print of floor plans, including room numbers and room use descriptions at 50% completion of the Design Development Phase service.

6.2.3.4 Structural Design. Based on the structural system approved by the University, 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.

6.2.3.5 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.

6.2.3.6 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.
6.2.3.7 Civil Design. The Architect will establish the final scope and preliminary details for on-site civil engineering including connecting to existing infrastructure.

6.2.3.8 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.

6.2.3.9 Landscape Design. The Architect will establish the final scope and preliminary details for landscape construction, materials, plantings, fixtures, and furnishings.

6.2.3.10 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.

6.2.3.11 Specifications. The Architect will: (1) prepare specifications for the Project, (2) review Division 1 specifications provided by the University and (3) submit proposed modifications to the University’s Division 1 specifications. The Architect will not modify the University’s Division 1 specifications without the approval of the University in each case.

6.2.3.12 Construction Cost Estimating. The Architect shall prepare a detailed Construction Cost Estimate which will be reconciled with the University’s independently developed estimate as provided in Section 6.2.2.12. The Construction Cost estimate shall be submitted to the University concurrent with the submission of the Design Development Documents as provided in Section 5.1. In addition, if, as the Design Development Documents are being developed, there is a fundamental design change which, in the Architect’s professional judgment will have a significant impact on the Construction Cost, the Architect will provide the University with the estimated cost impact of the contemplated change. If authorized by the University, the Architect will propose adjustments in the Project scope, quality, and Construction Budget as necessary to best meet the University’s program, schedule and budgetary requirements, based on such re-evaluations of the Construction Cost Estimate.

6.2.3.13 Value Engineering. The Architect will: (1) present the Design Development Documents to the University’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 of such proposed modifications, (4) record a list of value engineering modifications accepted by the University, and (5) report to the University whether such modifications can be incorporated during the Construction Documents Phase, or if redesign is required as part of the Design Development Phase services. If it is determined that redesign will be required as part of the Design Development Phase services in order to incorporate the value engineering modifications accepted by the University, and the University authorizes the Architect to do so, the Architect shall provide such redesign services and prepare revised Design Development Documents.

6.2.3.14 Presentations. The Architect will present the Design Development Documents to the University and respond to questions. Documents will be presented in a format acceptable to the University.
6.2.3.15 University Comments. The Architect will record, evaluate, and respond to the University’s comments based on the 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 changes that the Architect determines will require services beyond the scope of Basic Services.

6.2.4 Construction Documents Phase. Based on the Design Development Documents approved by the University, the Architect shall prepare the Construction Documents which shall illustrate and describe in substantial detail the full scope of the work included in, and to be performed for the Project under, the Contract for Construction (the “Work”) including, without limitation, the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. When the Architect has incorporated all of the University’s comments and the Construction Documents are ready for release for permitting and bidding purposes, the Architect will submit the drawings, master specifications and Certificate of Substantial Compliance in an electronic format acceptable to the University. Consistent with and in addition to the foregoing, Construction Documents Phase Services include the services set forth in Sections 6.2.4.1 through and including 6.2.4.10 below.

6.2.4.1 General. The Construction Documents will include drawings, specifications, and other supporting documents prepared by the Architect to describe the construction requirements for the Project, all of which will be subject to the University’s approval as described above and herein.

6.2.4.2 Drawings. Drawings will fully document the scope of Work and details for the Project, and will be coordinated internally and with the specifications. Drawings and specifications, and any other Construction Documents, submitted by the Architect to the University 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 Design Standards, Connecticut Building and Fire Safety Codes, all applicable ordinances, statutes, regulations and laws set forth in Section 6.1.9, and as otherwise required by this Contract. By submitting the Construction Documents to the University for bidding and construction contracting purposes, the Architect certifies that it has informed the University of any tests, studies, analyses or reports that are necessary or advisable to be performed by or for the University at that point in time. If requested by the University, the Architect will also provide written confirmation of this certification. After the Construction Documents are approved by the University, and at a time specified by the University, the Architect will submit drawings in an electronic format acceptable to the University.

6.2.4.3 Space Inventory Information. The Architect will submit a progress print of floor plans, including room numbers and room use descriptions at 50% completion of the Construction Documents Phase service Design Development Phase services.

6.2.4.4 Project Manual. If requested by the University, the Architect shall compile and prepare a Project Manual which will include:
6.2.4.4.1 Bidding instructions and requirements consistent with the University’s requirements.

6.2.4.4.2 General requirements consistent with the University’s standard documents, as may be modified by the Architect with the University’s prior approval to reflect the specific conditions and requirements of the Project.

6.2.4.4.3 Technical specifications prepared by the Architect and the Architect's consultants in compliance with the requirements set forth in this Contract.

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

6.2.4.5 Bid Documents. The Architect will compile and organize the Construction Documents for bidding purposes and deliver them to the University for reproduction. All Division 0 documents shall consist of the University’s standardized forms, which will be prepared and provided by the University. The Architect shall not modify the University’s standardized forms without the University’s prior approval.

6.2.4.6 Construction Cost Estimating. A final Construction Cost Estimate predicated on the Construction Documents will be included as a part of this phase. When Construction Documents are 90% complete, the Architect will update the most recent Construction Cost Estimate 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.

6.2.4.7 Presentations. The Architect will present the Construction Documents to the University, at such times or intervals as the University may require, and respond to questions. Construction Documents will be presented in a format acceptable to the University.

6.2.4.8 University’s Comments. The Architect will: (1) record, evaluate, and respond to the University's comments based on the University’s review of the 50% and 90% complete Construction Documents and meet with the University to discuss the University’s comments and concerns, (2) modify the Construction Documents to correct deficiencies and address the University’s comments, and (3) identify any University requested design revisions, which would require the Architect to perform services outside of the scope of Basic Services.

6.2.4.9 Approvals. The Architect will assist the University in the filing of documents required to obtain the approval of governmental authorities having jurisdiction over the Project. For any Project where the “threshold limit”, as defined in Section 29-276b of the Connecticut General Statutes, will be exceeded, 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.
6.2.4.10 Certifications. The Architect and each consulting engineer engaged by the Architect for the Project (i.e. structural, fire protection, mechanical, soils, electrical, plumbing, etc.) 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 Certificates and providing them to the University along with the Construction Documents Phase submittal.

6.2.5 End-of-Phase Deliverables. The requirements for deliverables are set forth in Schedule E to this Contract.

6.2.6 Bidding/Proposal or Negotiation Phase: The Architect will perform such Bidding or Negotiation Phase Services as, such the University deems necessary for the Project and the efficient prosecution of the bidding process.

6.2.6.1 Pre-Qualification of Contractors/Construction Managers. The Architect will advise and assist the University in evaluating submissions by contractors/construction managers seeking to be pre-qualified for the work of the Project.

6.2.6.2 Bidding/Proposal Documents. The Architect will organize, compile and coordinate the Bidding/Proposal Documents and deliver them to the University for reproduction. The Bidding/Proposal Documents shall include the Construction Documents, the Project Manual and such other documents as required by the University.

6.2.6.3 Invitation to Bid/Propose. The Architect will assist the University in establishing the list of qualified bidders/proposers and issuing the Invitation to Bid/Propose.

6.2.6.4 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 the Architect’s responses thereto will be recorded and forwarded to the University for review and issuance to bidders/proposers.

6.2.6.5 Addenda. The Architect will prepare and submit to the University 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 deadlines and timeframes, procedures or other related information. All addenda must be approved by the University prior to issuance to bidders/proposers. 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) and make recommendations to the University. Upon the receipt of the bids/proposals, or at the conclusion of such interview/negotiation process, the Architect will prepare and provide to the Department a full set of Construction Documents incorporating all University approved alternates, substitutions, clarifications, or modifications.
6.2.6.6 **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.

6.2.6.7 **Scope Reviews.** The Architect will attend scope reviews, take meeting minutes, draft and distribute scope review meeting minutes to all parties to the Contract and meeting attendees.

6.2.6.8 **Modification of Construction Documents.** As part of the Bidding/Proposal or Negotiation Phase services, the Architect will, upon the University’s request, make appropriate recommendations to the University for adjustments to the Construction Documents in regard to the Project scope, quality or Construction Budget and, if requested by the University, modify the Construction Documents as necessary to comply with the University’s Construction Budget and program. In particular, if, in the sole determination of the University, the lowest qualified bid/proposal (or, in the case of a Project subject to a Guaranteed Maximum Price, the proposed Guaranteed Maximum Price) for the work of the Project exceeds the Construction Budget, the Architect will make appropriate recommendations to the University for adjustments to the Construction Documents in regard to the Project’s scope, quality or Construction Budget. If, in the alternative, the lowest qualified bid/proposal (or proposed Guaranteed Maximum Price, as applicable) is more than 10% less than the Construction Budget, the Architect will, upon the request of the University, modify the Construction Documents to reintroduce Project elements which were eliminated based on previous Construction Cost Estimates. All of the foregoing modifications shall be accomplished upon and in accordance with the University’s instructions.

If the Bidding/Proposal or Negotiation Phase commences more than ninety (90) days after the University’s approval of the Construction Documents, the University will take into consideration changes to the bidding climate, if any, which have occurred in the period between the date of the University’s approval of the Construction Documents and the date of the issuance of the request for bids/proposals for the Project in its evaluation of the adequacy of the Construction Budget in the current climate.

6.2.6.9 **Substitutions.** The Architect will, during the Bidding/Proposal or Negotiation Phase, review and make recommendations with regard to all requests for substitutions submitted by bidders/proposers or contractors/construction managers, as applicable.

6.2.6.10 **Delivery of Construction Documents.** The Architect will deliver to the contractor/construction manager at time of award a set of Project background drawings in AutoCad format and BIM model acceptable to the University solely for the contractor’s/construction manager’s use in preparation of shop drawings.

6.2.7 **Construction Administration Phase.** The Architect shall provide such Construction Administration Phase services as described herein and as otherwise deemed by the University to be necessary for the Project and the efficient prosecution of the construction of the Project.

6.2.7.1 **Interpretation of Documents.** The Architect will interpret the Contract Documents (as defined in the Contract for Construction)(the “Contract Documents”) upon the
written request of the University or the contractor/construction manager, and as otherwise provided in the Contract Documents, within five (5) days of any such request.

6.2.7.2 General and Supplementary Conditions. The Architect will provide administration of the Contract for Construction as set forth below, and as provided in the Contract for Construction, as modified by the University and to be utilized for the Project. To the extent there is any inconsistency between the terms and conditions of this Contract and the terms and conditions of the Contract for Construction, this Contract shall govern and control.

6.2.7.5 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 in order to determine whether there appear to be any defects or deficiencies in the Work or deviations from the Contract Documents and to determine if, in general, the Work is currently being performed in accordance with the Contract Documents and in a manner indicating that the Work will, when completed, be in accordance with the Contract Documents. The Architect will confirm that the contractor/construction manager is maintaining updated field record documents. Within 48 hours after each site visit, the Architect will prepare a written summary of on-site observations and issues raised on each visit (each a “Site Visit Summary” and collectively, “Site Visit Summaries”), keep the University 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 University of any deviations in the Work from the requirements of the Contract Documents, any deficiencies in workmanship or quality of the Work, any failure of any component of the Work to comply with code requirements, and any otherwise defective Work or employment of improper procedures by the contractor/construction manager or its subcontractors/trade contractors. 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 Contract Documents (including without limitation, the construction schedule included in the Contract Documents), and compliance with approved shop drawings and other submittals. Each site visit will be conducted by an experienced, qualified representative of the Architect and/or its consultants knowledgeable about the Project and competent in each discipline which has trade activities in progress at the time of the inspection of the Work.

6.2.7.7 Access to the Work. The Architect will at all times have access to the Work at whatever stage it is in preparation or progress subject to the contractor/construction manager’s procedures rules and regulations.

6.2.7.8 Project Progress Meetings. The Architect and the Architect’s consultants, as required, will attend and actively participate in Project progress meetings at weekly intervals, unless an alternate schedule is established by the University. The Architect will address issues and questions regarding the Project which are raised in such meetings. In addition to the Site Visit Summaries, the Architect will submit bi-monthly status reports to the University advising of the progress and quality of the Work.

6.2.7.9 Construction Means and 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 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 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.

6.2.7.10 Contractor’s/Construction Manager’s Applications for Payment. Based on the Architect’s observations of the progress and the quality of the Work under Section 6.2.7.5 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 under each Application for Payment. The Architect will process requisitions according to the University’s procedures within seven (7) days after receipt.

6.2.7.11 Certification of Applications for Payment. The Architect’s certification of the contractor’s/construction manager’s Applications for Payment (each, a “Certificate for Payment”) will constitute a representation by the Architect to the University, based on the Architect’s evaluation of the Work under Section 6.2.7.5 and the data set forth in and submitted by the contractor/construction manager with the Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents and that the contractor/construction manager is entitled to payment in the amount certified. The foregoing representation is subject to the Architect’s evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect at the time of certification. 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; or (3) made examination to ascertain how or for what purpose the contractor/construction manager has used money previously paid on account of the contract sum.

6.2.7.12 Rejection of Work. The Architect will provide a written recommendation to the University to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable in order to determine whether the Work is in compliance with the intent of the Contract Documents, the Architect will recommend that the University perform additional inspection or testing of the Work in accordance with the provisions of the 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.

6.2.7.13 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 Contract Documents. The Architect’s action will be taken in accordance with
the approved submittal schedule for the Project or, in the absence of an approved submittal schedule, within fifteen (15) days after receipt, unless a longer period is authorized by the University 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.

6.2.7.14 Changes in the Work. If requested by the University, the Architect will prepare Change Orders and Construction Change Directives, with supporting documentation and data, for the University’s approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work, which are consistent with the intent of the Contract Documents and which do not involve an adjustment in the Contract Sum (or Guaranteed Maximum Price, as applicable), or an extension of the Contract Time, as all are defined in the Contract for Construction. The Architect will review and approve all requests for Change Orders submitted by the contractor/construction manager that may involve an adjustment in the Contract Sum (or the Guaranteed Maximum Price, as applicable) and/or an extension of the Contract Time to verify appropriateness of the change and the reasonableness of such adjustment and/or extension. Authorization of these Change Orders by the Architect (which shall be confirmed in writing at the request of the University) shall serve as the Architect’s verification to the University of the appropriateness of the change in the Work, adjustment in the Contract Sum (or the Guaranteed Maximum Price, as applicable) and/or an extension of the Contract Time.

6.2.7.15 Substantial Completion. When the contractor/construction manager asserts that the Work or a designated portion thereof is substantially complete in accordance with the requirements of the Contract Documents, the Architect will conduct inspections of the Work, review and amend the contractor's/construction manager’s punchlist of items to be completed and/or corrected prior to final completion of the Work, and to determine the date or dates of Substantial Completion of the Work or such designated portion thereof. The Architect will issue, after review and approval by the University, a Certificate of Substantial Completion which establishes the date that Substantial Completion of the Work (or designated portion thereof) is achieved in accordance with the requirements of the Contract Documents, lists Work remaining to be completed or corrected and the time period for such completion or correction, and sets forth transitional and ongoing responsibilities of the University and the contractor/construction manager relative to and including, without limitation, utilities, security, and repair of damage to the Work.

6.2.7.16 Contract Time Overrun. In the event that the duration of the Construction Phase of the Project exceeds the estimated duration for the Construction Administration
Phase included in the approved Design Schedule by more than 10% due to no fault of the Architect, its consultants or any other person or entity for whom or which any of them is responsible, the Architect may be paid a reasonable fee in the determination of the University, for Construction Administration services required to be performed by the Architect beyond, and as a result of, the 10% overrun of the Construction Phase duration. The question of fault or no fault on the part of the Architect, its consultants or any other person or entity for whom or which any of them is responsible will be determined by the University.

6.2.8 Closeout Phase Services. The Architect shall provide the Closeout Phase services as described herein and as otherwise deemed by the University to be necessary for the Project and the efficient prosecution of the completion of the Project.

6.2.8.1 Closeout Submittals. The Architect will receive, review for completeness, and forward to the University, field record drawings, written warranties, operation and maintenance manuals, and other documents required by the Contract Documents and assembled by the contractor/construction manager.

6.2.8.2 MEP Systems Descriptions. Architect will review, coordinate and cross reference system descriptions and diagrams to contractor/construction manager furnished Maintenance Manuals.

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

6.2.8.4 Final Completion. Upon receiving the contractor's/construction manager’s final Application for Payment and notice from the contractor/construction manager that the Work is complete, the Architect will conduct a final inspection to determine if the Work is complete in accordance with the Contract Documents and acceptable. The Architect will issue a final Certificate of Payment upon contractor's/construction manager’s completion of the Work (including all punchlist items) in accordance with the Contract Documents and the contractor/construction manager’s compliance with all its obligations under the Contract Documents with the exception of those to be performed after final completion of the Work such as the warranty inspection under Section 6.2.10 and Post Completion LEED Certification Services.

6.2.8.5 Certificate of Final Completion. The Architect will provide and obtain from each of its consultants responsible for each discipline (e.g. structural, fire protection, mechanical, soils, and electrical, plumbing) the following certification along with the final Certificate for Payment: “This is to CERTIFY to the University of Connecticut 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 for the Project 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 prior to the Architect’s issuance of the final Certificate of Payment pursuant to Section 6.2.8.4.
6.2.8.6 **Archive Drawings and Archive Specifications.** Within thirty (30) days after receipt of information furnished and recorded by the contractor/construction manager, the Architect will incorporate all construction changes into the "CAD Archive Drawings"; the "Archive Specifications" and in the BIM model as delivered at the conclusion of construction. The Architect will prepare a draft set of the Archive Drawings and Archive Specifications for the Department's approval. Upon approval by the University, the Architect will furnish to the University 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, 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. The mylars (and CAD files, as required) will become the property of the University.

6.2.8.6.1 **CAD Archive Drawings and Archive Specifications** will incorporate all applicable modifications to the Construction Documents 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.

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

6.2.8.6.3 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.

6.2.8.6.4 The Architect will be responsible for producing CAD Archive Drawings, which accurately reflect the 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. The Architect will provide a set of BIM based drawings in a format acceptable to the University.

6.2.9 **Extended Services.** Basic Services and the Maximum Total Fee include and anticipate Construction Administration Phase services by the Architect and its consultants for a duration of 110% of the estimated duration for the Construction Administration Phase included in the approved Design Schedule.

6.2.10 **Warranty Inspection.** The Architect will provide services in conjunction with an inspection approximately 10 months after the date Substantial Completion of the Work is achieved.
Visual inspection will be made with the University and the contractor/construction manager to determine whether correction of the Work is required to achieve compliance with the Contract Documents.

6.3 ADDITIONAL SERVICES.
Except to the extent included in Basic Services pursuant to the terms and conditions of this Contract, the services described in this Section 6.3, will constitute Additional Services and will only be provided if requested and authorized by the University in writing. Except in those instances where the University has issued an AS-NTP in accordance with Section 2.1.6, before performing any Additional Services, the Architect will provide the University with the fixed or not-to-exceed fee proposed by the Architect for the performance of such services, and, subject to the mutual agreement of the parties as to the amount of such fee, the Contract will be amended in accordance with Section 13.4. If the University and the Architect are not able to agree to a fixed or not-to-exceed fee, the University may elect to issue an AS-NTP.

6.3.1 Design Revisions. Making major revisions in drawings, specifications, or other design documents when such revisions are necessitated by: (1) the University’s written approvals or instructions that are inconsistent with those previously given to the Architect by the University, or (2) the enactment or revision of codes, laws and regulations subsequent to the submission of the final versions of such documents to the University.

6.3.2 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.

6.3.3 Failure or Default of Contractor/Construction Manager. Providing services made necessary by: (1) the failure of performance by, default of, or termination by or of the contractor/construction manager for the Project under the Contract for Construction, or (2) major defects or deficiencies in the work of such contractor/construction manager. 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.

6.3.4 Post Final Completion. If a final Certificate for Payment for the Project has not been issued due to no fault of the Architect, providing Construction Administration Phase services for more than 110% of the duration of the Construction Administration Phase included in the approved Design Schedule except when the Architect is the cause of such extended period for the Construction Administration Phase of the Project. The Architect will not be entitled to additional compensation for Construction Administration Phase services unless the need for such additional services results solely from the extended duration of the Construction Administration Phase. Construction Administration Phase services that are included in Basic Services hereunder shall not constitute Additional Services merely because such services are required to be performed at a later date than originally scheduled. By way of example, services such as review of required closeout submittals, or preparation of Mechanical, Electrical and Plumbing (“MEP”) systems descriptions shall remain Basic Service hereunder even though such services may be required to be performed at a later date than originally scheduled.

6.3.5 Witness. Preparing to serve or serving as a witness on the University’s behalf in connection with any legal proceeding, except for any legal proceeding with regard to claims allegedly
arising out of the errors or omissions of the Architect or its consultants in which case such service will be provided by the Architect and its consultants as part of Basic Services.

7. UNIVERSITY’S RESPONSIBILITIES

7.1 PROJECT REQUIREMENTS AND EXISTING CONDITIONS DOCUMENTS

The University will provide information regarding its requirements for the Project, including a program which will set forth the University’s design objectives, constraints, and criteria, space requirements and relationships, flexibility and expandability, special equipment and systems, site requirements, and all available drawings relevant to the Project. The University will provide the Architect with access to and copies of all available drawings and other existing documents describing the physical characteristics of the site of the Project.

7.2 CONSTRUCTION BUDGET

The Department will establish a Construction Budget for the Project as outlined in Article 4.

7.3 UNIVERSITY’S REPRESENTATIVES

The term “Department” as used in this Contract will mean the University Planning, Design and Construction except in regard to a UCONN Health (“UCH”) project in which case “Department” shall mean the UCH Department of Facilities Development & Operations. The term “Department’s Representative” shall mean the individual project manager assigned to the Project by the Department and identified by written notice to the Architect. The term “University Representative” will mean the Associate Vice President, University Planning Design and Construction or his/her designee except in regard to a UCONN Health (“UCH”) project in which case “University Representative” shall mean UCH’s Associate Vice President of Facilities Development & Operations.

7.3.1 Communications: Except as provided below in this Section 7.3.1, unless the Architect is otherwise notified in writing by the University Representative, all communications between the Architect and the University shall be through the Department by way of the Department’s Representative and the Architect will receive all directions regarding the Project from the Department’s Representative. The Department may change the Department’s Representative at any time and shall provide written notice to the Architect of any such change.

The following communications shall be issued to the Architect by the University Representative:

7.3.1.1 Notice of Termination or Suspension by the University

7.3.1.2 Notice of Change in the Construction Budget or Approval of Exceedance of the Construction Budget

7.3.1.3 Issuance of an AS-NTP
7.3.1.4 Approval of Adjustments to the Maximum Total Fee, Hourly Rates or Other Compensation to be paid to the Architect under this Contract

7.3.1.5 Amendments to this Contract

7.3.1.6 Approval of Use of University Name

7.4 UNIVERSITY PROVIDED SERVICES

To the extent required for the Project as determined by the University and provided not the responsibility of the Architect as part of Basic Services under this Contract, the University will provide the documents and information identified below in this Section 7.4.

7.4.1 Site Surveys. Subject to the mutual agreement of the Architect and the University, the Architect shall be entitled to rely on the accuracy of such site surveys.

7.4.2 Geotechnical Engineering. Services of geotechnical 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, and the preparation and delivery of reports and appropriate professional recommendations regarding the foregoing.

7.4.3 Hazardous Materials. Services relating to the investigation, testing, reporting and removal of hazardous or toxic waste as required by applicable law including, but not limited to, detection and abatement of all such hazards as set forth in Section 7.5.

7.4.5 Existing Buildings. Documentation regarding and demolition of existing buildings.

7.5 ASBESTOS AND HAZARDOUS MATERIALS

7.5.1 Identification and Remediation/Abatement. The University will, at its expense, retain the services of experts and industrial specialists who will be responsible for determining the nature of substances and materials located at the Project site, performing asbestos and hazardous material surveys, preparing asbestos and hazardous material abatement bidding documents and removing and/or otherwise abating asbestos and hazardous materials at the Project site as required by applicable law.

7.5.2 Responsibility of Architect. 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, shall 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 which insurance complies with the requirements set forth on Schedule F, all at no cost to the University and the State of Connecticut.

9. TERMINATION OF CONTRACT

9.1 TERMINATION BY THE UNIVERSITY

Notwithstanding any provisions or language in this Contract to the contrary, the University may, without prejudice to any other rights and remedies the University may have, terminate this Contract with or without cause whenever the University determines in its 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 13.5. Upon receipt of such notice, the Architect will both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the University all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Architect in performing its duties under this Contract, whether completed or in progress (collectively, “Work Product”). All such documents, information and materials are and shall remain the property of the University.

9.1.1 Termination by the University for Convenience. If the termination is for the convenience of the University, the Architect will be entitled to receive reasonable compensation for services satisfactorily performed and accepted prior to the effective date of termination, but no amount will be allowed for anticipated profit on unperformed services. The University will determine the amount of such compensation to which the Architect is entitled.

9.1.2 Termination by the University for Cause. If the termination is by reason of the failure of the Architect to fulfill its obligations under this Contract, the Architect will be liable to the University for any additional costs, damages, or expenses arising from such failure. The University will be entitled to deduct such costs, damages, and expenses from any amounts due the Architect. If after notice of termination by the University for cause it is determined by court judgment, arbitration award or written agreement between the University and the Architect that the Architect had not failed to fulfill any of its obligations under this Contract, 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 9.1.1.

9.2 RIGHTS AND REMEDIES CUMULATIVE.

The rights and remedies of the parties provided in this Article 9 and elsewhere in this Contract are cumulative and the use of any one right or remedy by either party shall not preclude or waive the right to use any or all other rights or remedies under this Contract or otherwise provided by law.
10. SUSPENSION OF THE WORK

10.1 The University may, at any time, suspend all or any part of the services of the Architect upon three (3) days prior notice of such suspension to the Architect in accordance with Section 13.5. The delivery 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 which suspension exceeds sixty (60) days, the Architect will be entitled to compensation as the University deems reasonable for services performed in accordance with this Contract.

10.3 Should the University reactivate the services suspended under this Contract, in whole or in part, within one year after the effective date of suspension, 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 such one (1) year period, the Architect and the University may renegotiate the fees for the services not yet performed based on current conditions. If such renegotiation does not result in an agreement as to the fee to be paid for further services hereunder, either party may terminate this Contract as to such services by written notice to the other party.

10.4 In the event the University decides to suspend any services under this Contract, the University will become entitled, after payment of amounts then due and payable to the Architect under the terms of this Contract, to all Work Product prepared by or on behalf of the Architect under this Contract.

10.5 The failure of the Architect to promptly commence and diligently perform services reactivated by the University after a period of suspension of less than one year shall constitute a material breach of this Contract. In the event of such failure, the University will have the right to immediate possession and use of, and the Architect will immediately deliver to the University, all Work Product not previously delivered to the University. All Work Product is and shall remain the property of the University.

11. INDEMNIFICATION

To the maximum extent allowed by law, the Architect will indemnify and hold harmless the University and the State of Connecticut, and their respective 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, or the willful misconduct, breach of the Contract or breach of warranty by the Architect, any of its consultants or anyone for whom any of them 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

A Claim is a demand or assertion by either the University or the Architect seeking, as a matter of right, payment of money, a change in the schedule for the performance of services, or other relief with respect to the terms of this Contract. The term “Claim” also includes other disputes and matters in question between the University and the Architect arising out of or relating to this Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. In the event of any Claim, the parties agree to use the procedure set forth in this Section 12.1 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 Claim, to attempt in good faith to negotiate a resolution of the Claim.

12.1.3 If, within thirty (30) days after such meeting, the parties have not succeeded in negotiating a resolution of the Claim, the parties agree to submit the Claim 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 twenty (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 thirty (30) days. If the parties are not successful in resolving the Claim through 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 or its consultants.

12.2 ARBITRATION OR LITIGATION OF CLAIMS

12.2.1 Any Claim 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 University have a Claim against the Architect which has not been resolved under Section 12.1 or otherwise, the University shall 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 then in effect.
12.2.3 Should the Architect have a Claim against the University which has not been resolved under Section 12.1 or otherwise, 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 Connecticut General Statutes Section 4-61 or as otherwise provided 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 or its consultants.

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 upon written request.

13.2 REPRESENTATIONS OF PROJECT

The Architect is hereby specifically cautioned that, unless specifically authorized in writing by the University, on a case by case basis, the Architect will have no right to use, and shall 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 by the University 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 AMENDMENTS TO THE CONTRACT

Any changes to the Contract must be made by a written Amendment executed by both parties and, to the extent required by the Office of the Attorney General, approved as to form by the Office of the Attorney General.

13.5 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 set forth below. With the exception of a notice of Claims
and notice of termination of this Contract, notices, demands or requests may be delivered by one party to the other by electronic mail to the recipient’s email address provided below.

If to the University or the University Representative*

For Projects located on a UConn campus or property:

Laura A. Cruickshank  
Associate Vice President, University Planning Design and Construction  
University of Connecticut  
31 LeDoyt Road, Unit 3038  
Storrs, Connecticut 06269-3038  
Email: laura.cruickshank@uconn.edu  
Tel. No.: (860) 486-1656

For Projects located on the UConn Health Campus or property:

Thomas P. Trutter  
Associate Vice President of Facilities Development & Operations  
UConn Health  
16 Munson Road  
Farmington, Connecticut 06030-1025  
Email: trutter@uchc.edu  
Tel. No.: (860) 679-8723

If to the Department or the Department’s Representative* [______________________________.

_______________________  
Email:______________  
Tel. No. _____________ ]

If to the Architect* [______________________________ 

Email:___________________  
Tel. No.:_________________ ]

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

13.6 JOINT VENTURE: If the Architect is a joint venture, each joint venture partner shall be jointly, severally and individually responsible to the University for the performance of any and all obligations of the Architect encompassed by this Contract and as otherwise required by applicable law, and each joint venture partner shall be jointly, severally and individually liable to the University for any failures to perform such obligations in accordance with the Contract and applicable law. In its dealings
with the University, each joint venture partner shall have full authority to act in behalf of and bind the joint venture and any other joint venture partner. Each joint venture partner shall be considered to be the agent of the joint venture and of any other joint venture partner.

13.7 STATE REQUIREMENTS

The Architect shall comply with all applicable provisions and requirements set forth on [Exhibit ___] attached hereto.

13.8 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.

13.9 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 University’s interpretation.

13.10 SEVERABILITY

If this Contract contains any unlawful provisions not an essential part of this Contract, which appears 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.

13.11 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.

13.12 CONNECTICUT LAW

This Contract will be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

13.13 COMPLIANCE WITH LAW, CODES

In performing its obligations under this Contract, the Architect shall comply with all applicable statutes, laws, ordinances, regulations, codes, rules or orders of, or issued by, any governmental body having jurisdiction over the Architect, the Work, the Project, location of the Project, the Contract or the services to be provided hereunder.
13.14. INCORPORATION OF LAW

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

13.15 LIMITED LIABILITY COMPANY/CORPORATION REQUIREMENTS:

13.15.1 Limited Liability Company. If the Architect is a Limited Liability Company, the Architect represents that (1) the personnel of such limited liability company as act in the Architect’s behalf as architects, and (2) not less than two-thirds of the individual members of the limited liability company holding not less than two-thirds of the voting interests of the limited liability company are, and the Architect agrees that such individuals shall remain for so long as this Contract is in effect, licensed to practice architecture under the provisions of Chapter 390 of the Connecticut General Statutes. The Architect further represents that it has obtained any authorizations or licenses required as a prerequisite to the Architect’s practice of architecture in the State of Connecticut and agrees that it will, at no additional cost to the University, obtain any such authorizations or licenses that, following the date of this Contract, become a prerequisite to the Architect’s practice of architecture in the State of Connecticut. Any such authorizations or licenses shall be obtained within sixty (60) days of such authorization or license becoming such a prerequisite.

13.15.2 Corporation. If the Architect is a corporation, the Architect represents that (1) the personnel of such corporation as act in the Architect’s behalf as architects, Architect’s chief executive officer, and (2) not less than two-thirds of the individual owners of the corporation holding not less than two-thirds of the voting stock of such corporation are, and Architect agrees that such individuals shall remain for so long as this Contract is in effect, licensed to practice architecture under the provisions of Chapter 390 of the Connecticut General Statutes. The Architect also represents that such corporation has been issued a certificate of authorization by the Connecticut Architectural Licensing Board. The Architect further represents that it has obtained any authorizations or licenses required as a prerequisite to the Architect’s practice of architecture in the State of Connecticut and agrees that it will, at no additional cost to the University, obtain any such authorizations or licenses that, following the date of this Contract, become a prerequisite to the Architect’s practice of architecture in the State of Connecticut. Any such authorizations or licenses shall be obtained within sixty (60) days of such authorization or license becoming such a prerequisite.

13.15.3 Licensing. The Architect represents that it is, and shall be responsible for ensuring that all of its employees and consultants providing services hereunder are, properly licensed, registered and authorized to the extent and as required under the laws of the State of Connecticut to perform the services to be performed by it/them under this Agreement.

13.16 SOVEREIGN IMMUNITY
The parties acknowledge and agree that nothing in this Contract shall be construed as a waiver by the State of Connecticut or the University of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Contract. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern.

13.22 UNIVERSITY POLICIES

The Architect shall, at no additional cost to the University, comply with all policies and procedures of the University. An electronic version of the University’s current policies are available at http://policy.uconn.edu/ and include, without limitation, the University’s smoking policy available at http://policy.uconn.edu/2011/06/02/smoking/. In the event the University establishes new policies or procedures following the issuance of this Contract, or makes modifications to policies or procedures in existence at the time of such issuance, the Architect shall comply with such new or modified policies or procedures upon written notice.

13.23 EFFECTIVE DATE OF CONTRACT

This Contract will become effective as of the date that this Contract is fully executed by both parties.

13.24 AUTHORITY

The individual signing this Contract on behalf of the Architect certifies that s/he has full authority to execute the same on behalf of the Architect and that this Contract has been duly authorized, executed and delivered by the Architect and is binding upon the Architect in accordance with its terms.

13.25 COUNTERPART SIGNATURE

This Contract may be executed in counterparts, and each counterpart shall have the same force and effect as an original and, when taken together, shall constitute one and the same instrument and an effective binding agreement on the part of each of the undersigned. Execution of a facsimile or PDF copy shall have the same force and effect as execution of an original. Signed copies of this Contract may be faxed and e-mailed with the same force and effect as if the originally executed Contract had been delivered.
IN WITNESS WHEREOF, the University, acting herein by its Executive Vice President for Administration and Chief Financial Officer, and the Architect have executed this Contract.

University of Connecticut

By ___________________________
Scott A. Jordan
Executive Vice President for Administration
and Chief Financial Officer
Statutory Authority C.G.S. Section 10a-109a to 10a – 109y

Date signed: ____________________

Company Name

By _____________________________
Its Duly Authorized

Date signed: ____________________
[IF APPLICABLE]

Approved as to form:

_____________________________________________________

Associate Attorney General

Date signed: ____________________
SCHEDULE A

[Scope of Work]
SCHEDULE B

FORM OF UNIVERSITY INVOICE
SCHEDULE C

[Hourly Rates]
SCHEDULE D

[Architect’s Fee Summary/Tabulation]
**SCHEDULE E**

**DELIVERABLES**

The following documents are required at the end of each phase, in the quantities set forth in Article 5 of the Contract:

<table>
<thead>
<tr>
<th>Item</th>
<th>SD</th>
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<td>List of Proprietary or Non-University of Connecticut Standard Items</td>
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<td>Vehicle and Pedestrian Traffic Control Plan</td>
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* LEED costs to be tracked separately
SCHEDULE F

INSURANCE REQUIREMENTS

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

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

E. Professional Services Liability Insurance: The Architect shall maintain professional services liability insurance with Two Million Dollars ($2,000,000) minimum coverage limit for negligent errors and omissions (unless the Project involves building structural design, in which case such minimum coverage limit shall be Five Million Dollars ($5,000,000)). If any claims are made against such professional services liability insurance policy, the Architect shall purchase additional insurance in order to maintain the minimum coverage of $2,000,000 (or, as applicable, $5,000,000). 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 this Contract. The Architect will contractually require each consultant engaged by the Architect to perform services in connection with the Project to maintain professional liability insurance with limits commensurate with those required of the Architect, with the same provisions and for the same time period indicated above. The Architect’s policy will provide coverage for the Architect’s indemnification obligations under Section 11 of this Contract and each policy held by a consultant of the Architect under this Contract 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) 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. If the Architect is a joint venture, the joint venture and each individual partner of the joint venture must be designated in each policy as named insureds. Such insurance policies will name the
State of Connecticut, the University of Connecticut, their officers, officials, employees, agents, boards and commissions as additional insureds, 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 or to the coverage for professional liability insurance. Certificates of insurance shall clearly indicate the Project name, Project number or some easily identifiable reference to the relationship to the University and the Project. Certificates of insurance evidencing such coverages as required in this Section will be filed with the University prior to, and as a condition of, the execution of this Contract by the University. At any time requested by the University, the Architect will provide to the University a complete and certified copy of any of the aforementioned policies, and any endorsements and amendments thereto.