ARTICLE 1
CONSULTANT’S BASIC SERVICES

1.1 GENERAL SERVICES.

1.1.2 COMPREHENSIVE SERVICES. Basic Services of the Consultant shall include the services of all professional and technical disciplines needed to perform the services described in Article 1 and as set forth in the University of Connecticut Standard Fixed-Fee Consultant’s Contract and Terms and Conditions of Contract between University and Consultant (hereinafter collectively referred to as “the Contract”) whether performed by the Consultant or by Sub-consultants hired by the Consultant. These services, and all services of the Consultant and its Sub-consultants, shall be performed according to generally accepted standards of professional practice and care as defined by Connecticut Law.

1.1.3 KEY PERSONNEL. The key personnel of both the Consultant and its Sub-consultants assigned to the project shall be identified in writing and submitted to the Department of Architectural and Engineering Services or in the case of a University of Connecticut Health Center project, the Department of Campus Planning, Design and Construction (hereinafter both referred to as “the Department”), before the execution of the Contract. Any change in personnel is subject to the Department’s approval, which will not be unreasonably withheld. The Department may, at any time, require the replacement of any individual deemed unsuitable for the project.

1.1.4 CONSULTANTS. The Sub-consultants anticipated to be used by the Consultant shall be identified in writing and submitted to the Department before execution of the Contract. Additional or substituted Sub-consultants must be approved in advance by the Department.

1.1.5 PROJECT ADMINISTRATION. The Consultant shall provide all project administration services necessary to facilitate the orderly progress of the Project, including supervision of the work of the Consultant's in-house personnel, direction of the Consultant's Sub-consultants, coordination of information flow and decision making, and progress monitoring and reporting.

1.1.6 COORDINATED SERVICES. The Consultant acknowledges that it is essential that all design Sub-consultants' services in connection with the Project be coordinated. The Consultant shall coordinate the services of all design Sub-consultants for the Project, and shall review and check all drawings and specifications prepared for the Project, and shall modify its work and arrange for the modification of the Sub-
consultants’ work.

1.1.7 LAWS, CODES AND REGULATIONS. The Consultant shall identify and research all laws, Connecticut Building and Fire Safety Codes, regulations and ordinances, excluding zoning ordinance review, applicable to the Project, and shall design the project to be in compliance therewith. With the Department's approval, and at times appropriate to the project phase, the Consultant, and his Sub-consultants if necessary, shall review the Project with authorities having jurisdiction. The Consultant shall prepare necessary written and graphic explanatory materials, and appear on Department's behalf at agency meetings incidental to Consultant's design and construction administration services. The Consultant shall assist the Department in the review of the project with Building Officials, Fire Marshals and any other state or municipal agency or department representatives that may have jurisdiction over the project. All such visits shall be made with the Department's Representative. If required for the Project and authorized by the Department, the Consultant shall prepare necessary code modifications. The Americans with Disabilities Act (ADA) provides, among other things, that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to and by individuals with disabilities. The Department acknowledges that the requirements of the ADA may be subject to various interpretations. The Consultant, therefore, will use his or her professional efforts and judgment to interpret applicable ADA requirements.

1.1.8 DEPARTMENT-FURNISHED INFORMATION. The Consultant shall identify information or documents required from the Department for the Project, for the purpose of gathering such documents from the Department's identified record storage locations. The Consultant shall assemble, review, and coordinate data furnished by the Department.

1.1.9 DESIGN SCHEDULE. The Consultant shall prepare a comprehensive Design Schedule, based on the Department's overall Project Schedule. The Design Schedule shall be presented in the Department's required format, and shall be prepared MicroSoft Project latest version. The Design Schedule shall be provided to the Department on diskette upon request. The Design Schedule shall include all milestones identified in the Project Schedule, and shall identify deadlines for information exchange and decision-making, major meetings, progress and end-of-phase document submissions, Department review/approval periods, submission for approval of authorities having jurisdiction, and value engineering sessions or other major activities as are appropriate to the Project.

1.1.9.1 The Consultant shall continuously monitor the Design Schedule and shall notify the Department of actions required to maintain the schedule. The Consultant shall update the Design Schedule at each project meeting. Milestones may be modified only with the approval of the Department. The Consultant is not responsible for changes to the Design Schedule which occur due to matters outside the control of it and/or its Sub-consultants.
1.1.10 **MEETINGS.** The Consultant shall schedule all meetings with the Department through the Department's Project Manager.

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

1.1.11 **UNIVERSITY OF CONNECTICUT DESIGN STANDARDS.** The Consultant shall design the project to comply with the University of Connecticut Design Standards current as of the date of this Agreement. If the Consultant judges an aspect of the design standards to be in conflict with a project requirement, or to be otherwise detrimental to the project, the Consultant shall request and abide by written direction from the Department's Project Manager. If the Consultant deviates from the design standard without specific written direction from the Department to do so, the Department may instruct the Consultant to modify the design documents as necessary, without additional compensation, to comply with the University of Connecticut Design Standards included with this package.

1.1.11.1 Design mechanical systems, including controls, in cooperation with the Department's designated controls Sub-consultant and/or contractor, based on controls scope of work approved by the Department's Project Manager. The Department has designated Andover Controls as the exclusive type/source of control systems equipment for the University Campus at Storrs, Connecticut. The Consultant shall coordinate the design of mechanical systems with Andover Control's designated representative(s) for the University.

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

1.2 **PRE-DESIGN STUDY PHASE.**

1.2.1 **PROGRAMMING AND CONCEPTUAL DESIGN.**

The Consultant shall prepare a Facilities Program Document which shall include the following elements.

The Consultant shall identify and confirm the project goals and objectives. The Consultant shall provide a site analysis indicating key campus building relationships, vehicular and pedestrian access points, parking requirements, and solar and wind conditions. The Consultant shall provide a detailed analysis and description of program space and furniture/equipment requirements and program adjacency relationships, and shall confirm the size of program spaces and total gross area required. The Consultant
shall identify specific program technical requirements such as acoustical, artificial/natural lighting, structural, mechanical, protective finishes, etc. The Consultant shall identify applicable University standards and identify applicable zoning and building code requirements.

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

1.2.2 DEPARTMENT'S COMMENTS. Record, evaluate, and respond to the Department’s comments based on the University’s reviews of the Pre-Design Study. Identify changes, which will be incorporated into the final submission of the Pre-Design Study.

1.3 SCHEMATIC DESIGN PHASE. The Consultant shall provide the following Services:

1.3.1 PROGRAM REVIEW AND EVALUATION. Review the program furnished by the Department to ascertain the requirements of the Project. Provide a written evaluation of any proposed revisions to the Departments’ program, schedule and construction budget requirements, each in terms of the other.

1.3.2 ANALYSIS OF ALTERNATIVES. Consider alternative approaches to the design of the Project, with the aim of best meeting the Department’s stated objectives for the Project, including scope, cost, schedule, and design intent. Unless directed otherwise, include the following:

1.3.2.1 Review with the Department alternative approaches to the overall design and construction of the project.

1.3.2.2 Suggest alternatives to various building systems and components and construction methodologies. Provide an evaluation of the effect of the alternatives on the total project concept, constructability, overall schedule, and cost of the Project.

1.3.3 ARCHITECTURAL DESIGN. Based on the program requirements, budget and other design criteria, prepare conceptual plans, preliminary sections and building evaluations, preliminary selection of building systems and materials, summary of areas and volumes, and perspective sketches or study models where appropriate as mutually agreed upon by the Department and the Consultant to convey three-dimensional aspects of the design. This shall include any special design considerations requiring specialty Sub-consultants as provided in basic services set forth in the Contract.

1.3.4 STRUCTURAL DESIGN. Review with the Department alternate structural materials and systems. Develop conceptual design solutions for selected systems. Identify system characteristics and limitations, including practical span lengths and bay
spacing, and typical sizes of structural members.

1.3.5 **MECHANICAL DESIGN.** Review with the Department alternate materials, systems and equipment. Develop conceptual design solution for connection to existing services, heating and ventilating, air conditioning, energy conservation, plumbing, fire protection, special mechanical systems, acoustical, and control systems. Prepare preliminary load assessments, and identify general space requirements.

1.3.6 **ELECTRICAL DESIGN.** Review with the Department alternate materials, systems and equipment. 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. Identify general space requirements.

1.3.7 **CIVIL DESIGN.** Review with the Department alternate materials and systems. 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.

1.3.8 **INTERIOR DESIGN.** Review with the Department alternate floor plan layouts, and established preliminary materials relative to the interior construction of the project; partition locations; and equipment layouts.

1.3.9 **LANDSCAPE DESIGN.** Review with the Department scope and preliminary details for landscape construction, materials plantings, fixtures and furnishings.

1.3.10 **SIGNAGE DESIGN.** Review with the Department scope and establish preliminary materials and details for construction for all signage necessary to comply with the requirements of applicable codes.

1.3.11 **MATERIALS RESEARCH AND SPECIFICATIONS.** Review with the Department applicable performance criteria and quality standards for potential materials, systems and equipment. Investigate availability and suitability of alternative materials, systems and equipment and make recommendations to the Department. Prepare outline specifications in accordance with the Construction Specification Institute (CSI) Manual of Practice.

1.3.12 **COST ESTIMATING.** Concurrent with the submission of the preliminary design documents, submit to the Department a systems-based preliminary estimate of Construction Cost as defined in Article 4. Reconcile estimate with the Department's independently developed estimate. If the Department is employing a third party Construction Estimator, provide the Preliminary Design Documents to the Construction Estimator, and review the preliminary estimate of construction cost prepared by the Construction Estimator. Work cooperatively with the Construction Estimator to reconcile any areas of difference, and agree upon an estimated construction cost to be used as the
basis for proceeding with the design.

1.3.13 VALUE ENGINEERING. If requested by the Department for cost control purposes related to Article 4, present the Preliminary Design to the Department's designated value-engineering team. Evaluate the modifications proposed by the value engineering team, and make recommendations for acceptance or rejection. Record list of value engineering modifications accepted by the Department, and indicate if modifications can be incorporated during the Design Development Phase, or if redesign is required.

1.3.14 PRESENTATIONS. Present Schematic Design Documents to the Department, and respond to questions. Documents shall be presented in a format acceptable to the Department.

1.3.15 DEPARTMENT'S COMMENTS. Record, evaluate, and respond to the Department's comments based on the review of the Schematic Design Documents. Modify the Preliminary design Documents to correct deficiencies, should the Department determine that the scope of the needed modifications is such that this step is appropriate. Identify changes, which will be incorporated into the design of the Project during the Design Development Phase. Identify any Department-requested design changes, which require additional services.

1.3.16 The Consultant shall advise the Department of any need or advisability of the Department's securing any tests, analyses, studies, reports, or Sub-consultants in connection with the development of the design and construction documents for the Project.

1.3.17 The Consultant shall, if and when directed by the Department, perform a review and analysis of the existing structure as required in Article 1.9 of this Sub-consultants Procedure Manual.

1.3.18 SUSTAINABLE DESIGN. Upon completion of the Schematic Design Phase for the project, the Consultant shall submit to the Department documentation and proof, in a format approved by the Department, that the design has incorporated the concepts of sustainable design, as stated in the “University Design Guidelines and Standards”, consistent with the LEED Certification Level set forth in the Contract.

1.4 DESIGN DEVELOPMENT PHASE.

The Consultant shall provide the following services:

1.4.1 GENERAL. Based on the approved Schematic Design Documents, incorporating the Department's review comments and any adjustments authorized by the Department to the program, schedule, or construction budget, further develop the design of the project; resolve remaining design issues with the Department; research materials, systems, and equipment; prepare Design development Drawings and outline Specifications, all subject to the Department’s approval.
1.4.2 ARCHITECTURAL DESIGN. Establish the final scope, relationships, forms, size and appearance of the Project through plans, sections and elevations; typical construction details; materials selection; equipment layouts; and perspective sketches and study models where appropriate to convey three-dimensional design intent.

1.4.3 SPACE INVENTORY INFORMATION. Establish room numbers and room use descriptions with the Department's Space Inventory personnel, according to the Department's permanent system for tracking space. Review the Department's required content and format for Assignment Plans. Submit a progress print of floor plans including room numbers and room use descriptions at 50% completion of both Design Development and Construction Documents.

1.4.4 STRUCTURAL DESIGN. Based on the approved structural system, 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.

1.4.5 MECHANICAL DESIGN. Perform HVAC load calculations, and plumbing fixture counts. 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 develop control schematics.

1.4.6 ELECTRICAL DESIGN. Establish the final scope of the lighting, electrical, telephone and data systems. Establish sizes and capacities of major components; equipment layouts; required space for equipment; required chases and clearances, and energy conservation measures.

1.4.7 CIVIL DESIGN. Establish the final scope and preliminary details for on-civil engineering including connecting to existing infrastructure.

1.4.8 INTERIOR DESIGN. Establish final scope and preliminary details relative to interior construction of the Project; special interior design features, furniture, furnishing, equipment selections, materials, finishes and colors.

1.4.9 LANDSCAPE DESIGN. Establish final scope and preliminary details for landscape construction, materials, plantings, fixtures, and furnishings.

1.4.10 SIGNAGE DESIGN. Establish final scope and preliminary materials and details for construction for all signage necessary to comply with the requirements of applicable codes.

1.4.11 SPECIFICATIONS. Prepare a design development specification consisting of summary specification sections organized according to the CSI Division format. Review Division 1 sections provided by the Department, and submit proposed
1.4.12 COST ESTIMATING. If, as the Design Development Documents are being developed, there is a fundamental design change which will have a significant impact on the Construction Cost, provide the Department with the estimated cost impact of the contemplated change. If authorized by the Department, adjust the project scope, quality, or construction budget to best meet the Department's requirements, based on such reevaluations of the Cost Estimate. Concurrent with the submission of the Design Development Documents, submit to the Department a detailed Estimate of Construction Cost organized according to the CSI format. Reconcile estimate with the Department's independently developed estimate.

1.4.13 VALUE ENGINEERING. If requested by the Department for cost control purposes related to Article 4, present the Design Development Documents to the Department's designated value-engineering team. Participate in the evaluation of the modifications proposed by the value engineering team, and make recommendations for acceptance or rejection. Record list of value engineering modifications accepted by the Department, and indicate if modifications can be incorporated during the Construction Document Phase, or if redesign is required.

1.4.14 PRESENTATIONS. Present Design Development Documents to the Department, and respond to questions. Documents shall be presented in a format acceptable to the Department.

1.4.15 DEPARTMENT’S COMMENTS. Record, evaluate, and respond to the Department's comments based on the reviews of 100% Design Development Documents. At 100% Design Development Documents, identify changes, which will be incorporated, into the design of the Project during the Construction Documents Phase. Identify any Department-requested design revisions, which require additional services.

1.4.16 SUSTAINABLE DESIGN. Upon completion of the Design Development Phase for the project, the Consultant shall submit to the Department documentation and proof, in a format approved by the Department, that the design has incorporated the concepts of sustainable design, as stated in the “University Design Guidelines and Standards”, consistent with the LEED Certification Level set forth in the Contract.

1.5 CONSTRUCTION DOCUMENTS PHASE.

The Consultant shall provide the following services:

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

1.5.2 DRAWINGS. Drawings shall fully document the scope of work and details for the project, and shall be coordinated internally and with the Specifications. Construction drawings and specifications, or other construction documents or construction Contract Documents, submitted by Consultant to Department for approval or to any contractors for bidding or negotiation shall be complete and unambiguous and in compliance with all applicable codes, ordinances, statutes, regulations and laws, except to the extent expressly and specifically stated in detail in writing by Consultant at the time of such submission. By submitting same for construction contract purposes, Consultant certifies that Consultant has informed the Department of any tests, studies, analyses or reports that are necessary or advisable to be performed by or for the Department at that point in time. Consultant shall additionally confirm these facts in writing at such time, if Department so requests. The Consultant shall develop drawings for this project using computer aided drafting software fully compatible with the AutoCAD release approved by the Department. After the documents to be provided in the Contract Documents phase are approved by the Department, and at a time specified by the Department, the Consultant shall submit drawings on CD ROM discs. All the work called for by this paragraph shall be provided by the Consultant at no additional cost to the Department.

1.5.3 PROJECT MANUAL. The Project Manual shall include:

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

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

1.5.3.3 Technical Specifications prepared by the Consultant and the Consultant's Sub-consultants.

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

1.5.3.5 Organize and coordinate the Bidding/Proposal Documents and deliver them to the Department for reproduction. Note that all Division 0 documents consist of the Department’s standardized forms, which shall be prepared by the Department, and may not be modified by the Consultant without the Department’s prior approval. The Consultant shall produce an electronic track changed version of Departments Standard Division 1 to indicate any changes required to coordinate the document with specific plans and specifications for the project for the Departments review and approval prior to preparing the final document.

1.5.4 COST ESTIMATING. When Construction Documents are 90% complete,
update the Estimate of Construction Cost for the Project, taking into account:

.1 changes in materials, systems, or details of construction, which have occurred during preparation of the Construction Documents;

.2 known changes in the cost of materials, labor or services since the previous Construction Cost Estimate.

.3 Adjustments for known or anticipated changes in the bidding market relative to the Project.

1.5.5 **SUSTAINABLE DESIGN.** Upon completion of the Construction Document Phase for the project, the Consultant shall submit to the Department documentation and proof, in a format approved by the Department, that the design has incorporated the concepts of sustainable design, as stated in the “University Design Guidelines and Standards”, consistent with the LEED Certification Level set forth in the Contract.

1.5.6 **PRESENTATIONS.** Present the Construction Documents to the Department, and respond to questions. Documents shall be presented in a format acceptable to the Department.

1.5.7 **DEPARTMENT'S COMMENTS.** Record, evaluate, and respond to, the Department's, and/or the Department’s designated representative’s, comments based on the review of 50% and 90 % (TWO PHASES AT OPTION OF PROJECT MANAGER) Construction Documents and meet with the Department, and/or its designated representatives, regarding same. Modify the Construction Documents to correct deficiencies and incorporate Department comments. Identify any Department-requested design revisions, which require additional services.

1.5.8 **APPROVALS.** Assist the Department in connection with the University’s responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the project. For Threshold Projects as defined by the Connecticut Building Codes, participate with the University’s Third Party Structural Peer Reviewer. Revise documents as necessary to obtain approval from authorities having jurisdiction.

1.5.9 **Certifications.** The Consultant and each Engineer responsible for each engineering discipline (i.e. structural, fire protection, mechanical, soils, electrical, plumbing, et al) shall 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 Consultant shall be responsible for obtaining the Certificate and providing it to the Department with the Construction Document Phase Submittal.
1.6  BIDDING OR NEGOTIATION PHASE.

The Consultant shall provide the following services:

1.6.1  PRE-QUALIFICATION OF CONTRACTORS/CONSTRUCTION MANAGERS. Advise and assist the Department in evaluating submissions by contractors/construction managers seeking to be pre-qualified for the work of the project.

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

1.6.3  INVITATION TO BID/PROPOSE. Assist the Department in establishing the list of bidders/proposers and issuing the Invitation to Bid/Propose.

1.6.4  PRE-BID PROPOSAL CONFERENCE AND WALK THROUGH. Participate in the pre-bid/proposal conference and walk-through. Respond to questions from bidders/proposers, and clarify and/or interpret the Bidding/Proposal Documents. All questions and responses shall be recorded and forwarded to the Department for review and issuance.

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

1.6.6  EVALUATION OF BIDS/PROPOSALS. Attend the bid/proposal opening, evaluate bids/proposals, participate in reviews of bids/proposals, and make recommendations on award of contract(s).

1.6.7  SUBSTITUTIONS. The Consultant shall, during both the bidding/proposal or negotiation phase, if applicable, and the construction phase, review and make recommendations with regard to all requests for substitutions submitted by bidders/proposers or contractors.
1.7 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT. NOTE: The Consultant shall not perform Construction Phase Services until authorized in writing to proceed by the Department.

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

1.7.2 INTERPRETATION OF DOCUMENTS. The Consultant shall interpret the Contract Documents upon the written request of the Department or Contractor, or as provided in the construction Contract Documents, within 5 calendar days of any such request.

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

1.7.3.1 The Consultant’s Sub-consultants shall 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 for Construction, including approved shop drawings and other submittals, and the Project Construction Schedule.

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

1.7.4 ACCESS TO THE WORK. The Consultant shall at all times have access to the Work wherever it is in preparation or progress.
1.7.5  **PROJECT PROGRESS MEETINGS.**  The Consultant and the Consultant's Sub-consultants as required shall attend project progress meetings at weekly intervals, unless an alternate schedule is established by the Department. The Consultant shall also submit bi-monthly status reports to the Department advising of the progress and quality of the Work.

1.7.6  **CONSTRUCTION MEANS & METHODS.**  The Consultant shall 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 responsibility under the Contract for Construction. The Consultant shall not be responsible for the contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Consultant shall not have control over or charge of acts or omissions of the contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

1.7.7  **CONTRACTOR'S APPLICATION FOR PAYMENT.**  Based on the Consultant's observations and evaluations of the contractor's Applications for Payment, the Consultant shall review and certify the amounts due the contractor. The Consultant shall, within seven days of receipt, process requisitions according to the Department's procedures.

1.7.7.1  The Consultant's certification for payment shall constitute a representation to the Department, based on the Consultant's observations at the site and on the contractor's Application for Payment, that to the best of the Consultant's knowledge, information and belief the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Consultant. The issuance of a Certificate of Payment shall further constitute a representation that contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the contractor's right to payment or (4) ascertained how or for what purpose the contractor has used money previously paid on account of the contract sum.

1.7.8  **REJECTION OF WORK.**  The Consultant shall recommend in writing that the Department reject Work which does not conform to the Contract Documents. Whenever the Consultant considers it necessary or advisable, to determine compliance with the intent of the Contract Documents, the Consultant shall recommend that the
Department require 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 Consultant shall not give rise to or be construed as a duty or responsibility of the Consultant to the contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

1.7.9 SUBMITTALS. The Consultant shall review and approve or take other appropriate action upon the contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with the design concept expressed in the Contract Documents. **The Consultant's action shall be taken within 5 working days of receipt, unless a longer period is authorized by the Department in order to allow for adequate review.** Review of such submittals is not conducted for the purpose of determining accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems by the contractors, all of which remain the responsibility of the contractor to the extent required by the Contract Documents. The Consultant's review shall not constitute approval of safety precautions, or of construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall 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 Consultant shall 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 shall not be used by the Consultant to enhance or modify the design of the project.

1.7.10 CONSTRUCTION CHANGES. If requested by the Department, the Consultant shall prepare Change Orders and Construction Change Directives, with supporting documentation and data, for the Department's approval and execution in accordance with the Contract Documents. After notification to, and the obtaining of approval from the University Representative, the Consultant 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 an extension of the contract time.

1.7.11 SUBSTANTIAL COMPLETION. When the contractor asserts the work or designated portions thereof is substantially complete, the Consultant shall review and amend the contractor's list of items to be completed or corrected, and conduct inspections to determine the date or dates of Substantial Completion for all portions of the Project. The Consultant after review and approval by the Department shall issue a Certificate of Substantial Completion which establishes the date of Substantial Completion, lists Work remaining to be completed and time period for completion, and sets forth transitional and ongoing responsibilities of the Department and contractor relative to utilities, security, repair of damage to the Work, etc.
1.8 CLOSE OUT.

1.8.1 CLOSEOUT SUBMITTALS. The Consultant shall receive, review for completeness, and forward to the Department, Field Record drawings, written warranties, operation and maintenance manuals, and other documents required by the Contract Documents and assembled by the contractor.

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

1.8.3 HVAC COMMISSIONING. Attend commissioning of mechanical systems, and prepare list of incomplete or defective Work requiring remedial action by the contractor.

1.8.4 FINAL COMPLETION. Upon receiving the contractor's final Application for Payment, and notice that the Work is complete, the Consultant shall conduct a final inspection to determine if the Work is complete and acceptable. The Consultant shall issue a final Certificate of Payment upon contractor's compliance with all requirements of the Contract Documents.

1.8.4.1 FINAL CERTIFICATION: The Consultant and Engineer responsible for each discipline (i.e. structural, fire protection, mechanical, soils, and electrical, plumbing, etal) shall provide the following certification at the completion of the project. “This is to CERTIFY that in my professional opinion, and to the best of my knowledge, information, understanding and belief based upon my observations, the completed structure/renovations know as (INSERT PROJECT TITLE and Project Number) is in substantial compliance with the approved construction documents on file with the University of Connecticut and substantially complies with the provisions of the Connecticut Building and Fire Safety Codes and the regulations lawfully adopted under said codes. Approved modifications of the Code are (List, if any).” An original signed and sealed certification shall be provided to the University Representative prior to receipt of the final Certificate of Payment as provided for in paragraph 1.8.4 of this document.

1.8.5 ARCHIVE DRAWINGS AND ARCHIVE SPECIFICATIONS. The Consultant shall incorporate construction changes into the "CAD Archive drawings" and "Archive Specifications". The Consultant shall prepare a draft set of the Archive Drawings and Archive Specifications for the Department's approval. Upon approval by the Department, the Consultant shall furnish to the Department electronic files of the CAD Archive Drawings in an Auto-CAD release approved by the Department as specified in paragraph 7 of the Standard Fixed Fee Contract, one bound set of prints on archival mylar, one set of reproducible tracings, one bound Archive Specification, one unbound Archive Specification, and an electronic media version of all specifications prepared by
the Consultant in a form acceptable to Department.

1.8.5.1 CAD Archive Drawings and Archive Specifications shall incorporate all applicable modifications issued by the Consultant during construction, and field changes recorded by the contractor in the field record documents. The "CAD Archive Drawings" and "Archive Specifications" are to be based upon Field record Documents which shall be furnished by the contractor to the Consultant for those purpose upon completion of the construction.

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

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

.3 The Consultant shall be responsible for producing CAD Archive Drawings, which accurately reflect the Construction Drawings, modifications issued by the Consultant, and the Field Record Documents provided by the contractor. However, the Consultant shall 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. The CAD Archive drawings shall not be construed to be field-measured documents.

1.8.5.2 The Consultant shall also deliver to the contractor, at time of award a set of project background drawings in AutoCad format acceptable to the Department solely for the contractors use in preparation of shop drawings.

1.8.7 WARRANTY INSPECTION. The Consultant shall provide services in conjunction with an inspection, approximately 10 months from date of Substantial Completion. Visual inspection shall be made with the Department and contractor to determine whether correction of Work is required in accordance with provisions of the Contract Documents.

1.9 EXISTING FACILITIES ASSESSMENT AND INVESTIGATION.

1.9.1 GENERAL. Services, which are to be provided as Basic Services under paragraphs 1.1 through 1.8. include verification of existing configuration of spaces; field measurements of critical dimensions; verification of types and conditions of architectural, mechanical, electrical and other systems; and assessments of existing sizes and capacities of systems and equipment, based on Department-provided information and visual inspection with the project area
1.9.2 SPECIAL FIELD INVESTIGATION SERVICES. The following special field investigation services are beyond the scope of services normally anticipated. As needed for the project, and approved or requested by the Department, these services shall be performed by the Consultant on a lump sum basis as described in Article 6.

1.9.2.1 Provide a detailed inventory of the Department's existing furniture.

1.9.2.2 As specifically requested and authorized by Department prepare measured existing conditions floor plans of portions of the building.

1.9.2.3 Prepare measured drawings to document the location and size of existing mechanical, electrical, or other systems for the Department.

1.9.2.4 Detailed investigation of the condition of architectural, mechanical, electrical, and other building systems outside the scope of the current project, but required to integrate the project into existing building systems.

1.10 SPECIFIC BASIC SERVICES FOR THIS PROJECT:

Whether performed by the Consultant, or Sub-consultants retained by the Consultant, basic services shall include all or part of the following: Architectural, Civil, Structural, Food Service, Acoustical, Audio visual, Mechanical, Electrical, Plumbing, Fire Protection, Specifications, Code, Code Required Signage, and Cost Estimating, as set forth in the Contract.

ARTICLE 2 ADDITIONAL SERVICES

2.1 GENERAL. The following services are not included in Basic Services unless they are authorized in the Contract. They shall be provided only if authorized by the Department in writing. Before performing any additional services, the Consultant shall provide to the Department the fixed or not-to-exceed costs for performing such services, and shall be compensated as set forth in the Contract.

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

2.4 DOCUMENT REVISIONS DURING CONSTRUCTION. Preparing Drawings, Specifications and supporting data in connection with Change Orders, unless the Change Order is necessitated by an act or omission of the Consultant or the Consultant's Sub-consultants.

2.5 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.

2.6 FAILURE OR DEFAULT OF CONTRACTOR. Providing services made necessary by the failure of performance, termination, or default of the contractor, by major defects or deficiencies in the Work of any contractor; or by failure of performance of either the Department or any contractor or any contractor under the Contracts for Construction. However, under no circumstances will the Consultant be entitled to receive additional compensation for services made necessary by the errors, or omissions, or failure of performance of the Consultant and/or its Sub-consultants. Additional compensation for extended services claimed because of a time overrun of more than 10% which is not due to the errors, omissions or failure of performance of the Consultant shall be allowed, provided the services were, in fact, affected by the extended construction duration, as determined by the Executive Director of Architectural and Engineering Services.

2.7 POST FINAL COMPLETION. Providing services, other than the 10-month warranty inspection, after issuance to the Department of the final Project Certificate for Payment, provided that the Consultant's closeout phase obligations have been fully completed. In the absence of a final Project Certificate for Payment, providing services required to extend the close-out period more than sixty days after the Date of Substantial Completion of the Work, except when the Consultant is the cause of such extension. An extension of the close-out period beyond sixty days does not entitle the Consultant to additional compensation for close-out services which are not affected by the time extension, such as review of required close-out submittals, or preparation of MEP systems descriptions, even though such services may occur during the extension.

2.8 WITNESS. Preparing to serve or serving as a witness on the Department's behalf in connection with any legal proceeding except with regard to claims allegedly arising out of the errors or omissions of the Consultant or its Sub-consultants.

2.9 LIFE CYCLE COST ANALYSIS. If requested by the Department, the Consultant shall provide a life cycle cost analysis at the schematic and design development phases. This analysis shall be performed to the level of detail required by the Department, and shall be invoiced as an additional service.

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

2.11 No architectural services made necessary by any error, act or omission of the Consultant to perform its duties, responsibilities or obligations under this Agreement, shall be compensated as an additional service under this Agreement.

2.12 In addition, if at any time during the term of the Contract the Department should request the Consultant in writing to reduce the scope of services originally agreed
upon under the Contract, the Consultant shall then reduce said scope of services, as requested, and his fee shall be reduced by a fair and equitable amount, as determined by the Executive Director of Architectural and Engineering Services.

2.13 POTENTIAL ADDITIONAL SERVICES.

Additional services which may be requested by the Department include but are not limited to: Furniture, furnishings and equipment (except Food Service Equipment as previously noted); LEED project submittals, interior signage, graphic design, exterior signage, telecommunications data and security, cable (except for infrastructure) as set forth in the Contract

ARTICLE 3
THE UNIVERSITY’S RESPONSIBILITIES

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

3.2 CONSTRUCTION BUDGET. The Department will establish a construction budget for the project.

3.3 DEPARTMENT’S REPRESENTATIVE. The Department will designate a representative authorized to act on the Department's behalf with respect to the Project. The Department, or such authorized representative, shall examine the documents submitted by the Consultant and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Consultant's services.

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

3.5 DEPARTMENT-PROVIDED SERVICES. When required for the project, the Department will provide the following:

3.5.1 SURVEYS. The Department will provide surveys of the site as mutually agreed upon with the Consultant, and the Consultant is entitled to rely on the accuracy of such surveys.

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

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

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

3.5.5 EXISTING BUILDINGS. The Department, and not the Consultant, shall be responsible for the documentation and demolition of existing buildings.

3.6 NOTICE OF DEFECTS. Written notice shall be given by the Department to the Consultant if the Department becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

3.7 ASBESTOS AND LEAD BASED PAINTS. University shall, at its expense, retain the services of experts and industrial specialists who shall be responsible for determining the nature of the products and for performing any Work involving asbestos or other hazardous materials including hazardous material surveys and hazardous material abatement bidding documents and hazardous material removals.

ARTICLE 4
CONSTRUCTION COST

4.1 DEFINITION. The Construction Cost shall be the total or estimated cost to the University of all elements of the Project designed or specified by the Consultant.

4.1.1 The Construction Cost shall also include the cost, at current market rates, of labor and materials furnished by the Department and equipment designed, specified, selected, or specially provided for by the Consultant, plus a reasonable allowance for the contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

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

4.2 CONSTRUCTION BUDGET. The Construction Budget as set forth in the Contract has been established for the Project. The Construction Budget may be changed only by written notice from, or the written authorization of, the Department. The Consultant shall express any objections to a change in the Construction Budget within ten days from receipt of such notice.

4.3 RESPONSIBILITY FOR CONSTRUCTION COST. Evaluation of the University’s Construction Budget represents the Consultant's judgment as a design
professional familiar with the construction industry. It is recognized, however, that neither Consultant nor the University has control over the cost of labor, materials or equipment, over the contractor’s (or Construction Manager's) methods of determining bid/proposal prices, or over competitive bidding, market or negotiating conditions.

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

ARTICLE 5
TIME OF COMPLETION

5.1 SCHEDULE. Basic Services shall be performed in accordance with the Schedule set forth in the Contract.

5.2 TIME OF THE ESSENCE. The Consultant acknowledges that time is of the essence in this Agreement. The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Time limits established in the Project Schedule identified above, and in the Design Schedule developed under Paragraph 1.1.9, shall not be exceeded by the Consultant, except with reasonable cause.

ARTICLE 6
COMPENSATION AND PAYMENT

6.1 Refer to paragraph 2 of the Standard-Fixed Fee Consultant’s Contract

6.2 REPRODUCTION OF DRAWINGS. The Consultant shall deliver all drawings, specifications, and other documents for the Department's use requiring reproduction to the Department's designated printer for reproduction. The Department shall pay the printer directly for any such reproduction services. Reproduction of documents for the office use of the Consultant and the Consultant's Sub-consultants is specifically excluded from this provision, and shall be done at the Consultant's expense.

6.3 CONSULTANT'S INVOICES. The Consultant shall examine the invoices of its Sub-consultants to confirm that all claimed fees and expenses are allowed under this Agreement, and shall not include ineligible amounts in its invoices to the Department.

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

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

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

6.4.3 The Consultant further agrees that it and its Subcontractors or Subconsultants shall permit the University, at its own expense, by its duly authorized representatives, to inspect and audit all their data, records and files pertaining to this Contract.

ARTICLE 7
RESOLUTION OF DISPUTES

7.1 MEDIATION OF CLAIMS.

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

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

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

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

7.1.5 The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of 30 days. If the parties are not successful in resolving the dispute through the mediation, then the parties may pursue the other legal remedies available to them.
7.1.6 Should the University so request, the Consultant agrees to participate as a party in any mediation proceeding between the University and the contractor for the project regarding claims alleging design errors or deficiencies or any other alleged wrongful acts by the Consultant.

7.2 ARBITRATION OR LITIGATION OF CLAIMS.

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

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

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

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

ARTICLE 8

MISCELLANEOUS PROVISIONS

8.1 CONNECTICUT SALES AND USE TAX:

The University of Connecticut is a tax-exempt institution. The Sub-consultant shall be familiar with the current regulations of the Department of Revenue Services. A Sales Tax Certificate is available from the Purchasing Department upon written request.

8.2 HAZARDOUS MATERIALS. Unless otherwise agreed, the Consultant and Consultant's Sub-consultants shall 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.
8.3 CONSULTANT'S DOCUMENTS. The Construction Documents will be complete, coordinated and in compliance with all laws, Connecticut Building and Fire Safety Codes, regulations and ordinances, excluding zoning ordinances, at the time they are delivered to the Department. If, during the course of bidding or construction, an error or omission in the documents becomes apparent, the Consultant shall correct such defect in the documents at no cost to the University. Such correction shall be made in a timely manner so as to cause no delay in the Project. The Consultant represents that the design of the Project will not result in patent, trademark, or copyright infringement, and shall indemnify and hold the University harmless from and against any such infringement where the University has not contributed to the infringement.

8.4 REPRESENTATIONS OF PROJECT. The Consultant is hereby specifically cautioned that unless specifically authorized, in writing, by the University’s Vice President of Administration and Operations Services, on a case by case basis, the Consultant shall have no right to use, and shall not use, in any manner, the name of the University of Connecticut, its officials or employees, or the Seal of the University: (A) In any advertising, Publicity, Promotion; nor (B) to express or to imply any endorsement of Consultant’s work product or services.

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

8.6 DEPARTMENT'S PROJECT MANAGER. The Consultant shall communicate with the Department through, and receive directions from, the Department's designated Project Manager for the project.