



**PROCUREMENT SERVICES**

**CAPITAL PROJECTS AND  
CONTRACT ADMINISTRATION**

**REQUEST FOR QUALIFICATIONS  
FOR  
ON-CALL PROFESSIONAL SERVICES PROGRAM  
012.2 - MECHANICAL, ELECTRICAL, PLUMBING, FIRE  
PROTECTION/FIRE ALARM SERVICES**

**PROJECT NUMBER: ED190909**

**ISSUE DATE: SEPTEMBER 10, 2019  
RFQ DUE DATE: OCTOBER 3, 2019**

Issued By: Elaine Dumas, Procurement Agent II  
Capital Projects and Contract Administration  
3 Discovery Drive, Unit 6076  
Storrs, CT 06269-6076  
Phone: (860) 486-8049

## **PURPOSE**

The University of Connecticut (the “University”) is requesting the submission of Statements of Qualifications for firms to provide mechanical, electrical, plumbing, fire protection/fire alarm services at the University of Connecticut. The services requested will be for the University’s main campus at Storrs-Mansfield, the other regional campuses (Avery Point, Hartford, Stamford, and Waterbury), and, also, includes UConn Health (UCH) in Farmington. The University is authorized to retain consultants to provide professional services on an On-Call basis as further described in this Request for Qualifications.

## **ON-CALL PROGRAM DESCRIPTION**

The University intends to award On-Call contracts for terms of up to three (3) years. The selection process shall be a one-stage quality-based selection process based upon the area of practice, qualifications, experience, technical criteria and market costs as more particularly described in the Instructions to Applicants found below. The University intends to award multiple contracts for this professional service category.

The project assignments to be issued under the On-Call contracts will vary from studies, reviews, services for small renovation projects and minor design work, to services in connection with larger infrastructure, renovations or new building projects. Project assignment values under an On-Call contract will vary depending upon the project type, scope, size and/or complexity.

The goal of the University is to provide all firms awarded an On-Call contract a fair opportunity to participate in providing services within its designated category. The University shall have absolute discretion to issue and/or withhold assignments that best serve the interests of the University.

Once under contract, the University will consider various criteria when selecting the On-Call Firm for a project assignment, including and without limitation, the following:

- (i) The size and complexity of the related project;
- (ii) An On-Call firm’s past performance on previous On-Call assignments, including quality and cost of services, as well as timeliness of performance;
- (iii) An On-Call firm’s ability, and sufficiency of staff resources, to deliver the services to be assigned in a timely and effective manner;
- (iv) The fee proposal of the On-Call firms that would be applicable to the assignment;
- (v) The impact the assignment may have on other work the On-Call firm is currently performing;
- (vi) The number and value of previous task orders issued to the On-Call firm under its On-Call contract for services in the relevant professional category; and
- (vii) Other criteria utilized by the University to determine the selection that would serve the best interests of the University.

*Note: On-Call Consultants that repeatedly fail to respond timely to request for services, or repeatedly decline to submit responses to request for services, may, at the University’s discretion, have their On-Call contract terminated.*

After the University has evaluated the proposal(s) for a particular assignment, a task order will be issued to the On-Call Firm that submits a proposal determined to be the best value for the University. If an On-Call Firm receives a request for proposal, for a particular project assignment, and declines to submit a proposal; the University shall be free to offer the project assignment to another On-Call Firm.

If an On-Call Firm, or any business with which the On-Call Firm is associated (as described in Connecticut General Statutes §1-101nn), has provided professional services for a project for which additional On-Call services are to be assigned, such On-Call Firm will not be considered for assignment of such additional On-

Call Services, if doing so would, in the determination of the University, be a violation of Connecticut General Statutes §1-86e and/or 1-101nn.

In order to be considered for the award of an On-Call contract in any design sub-category, a firm must demonstrate that, for the last year it (i) has operated in the State of Connecticut as a design professional providing professional design services of the type included in the design sub-category for which the firm is proposing; and (ii) has held throughout that time period, and continues to hold, any and all licenses, registrations, certifications, permits and/or approvals required by law, its professional association/organization or as is recommended pursuant to applicable industry standards in order to perform such professional services in the State of Connecticut.

If the Consultant is an LLC (Limited Liability Company), the following must be provided with the RFQ submission:

1. Certificate of legal existence from the state of organization/formation of the entity proposing to the University.
2. For entities that are organized/formed in a State other than Connecticut, in addition to #1, a copy of a Certificate of Authority to do business in the State of Connecticut from the Secretary of the State of Connecticut.

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. A certified SBE/MBE firm must meet the qualifications as determined by legislation, Connecticut General Statute 4a-60g (Supplier Diversity Statute) as amended by Public Act 11-229. Proposers who have questions about the State of Connecticut's SBE/MBE certification program should contact the Department of Administrative Services, Supplier Diversity Program, 450 Columbus Boulevard, Hartford, CT 06103. Please direct any questions regarding S/MBE certification to, Supplier Diversity Unit at (860) 713-5236. The website for the program is <http://portal.ct.gov/DAS/Services/Licensing-Certification-Permitting-and-Codes/Small-Minority-Business-Center>.

The University has modified its procurement processes to improve business continuity for both professional firms and the University. The University has established the following processes for procurement of services under On-Call contracts for design services:

- **Initiating Phase Services – Study, Feasibility, Programming or other initiating effort:** The University may select, in accordance with the criteria stated above, one or more On-Call Firms to provide a fee proposal for the development of programmatic pre-design services for feasibility studies, pre-schematic scoping and/or program planning (the “Initiating Phase Services”). The University may negotiate with one or more proposers to provide the Initiating Phase Services for (i) a lump sum fixed fee, or (ii) a fee based on time spent at pre-approved hourly rates up to an agreed maximum aggregate fee. The On-Call Firm that is issued a task order for the assignment will produce a report of all findings and work performed during the Initiating Phase (the “Initiating Phase Report”).
- **Implementation Phase Services - Schematic Design through Construction Documents, Bidding/Negotiation, Construction Administration and Final Closeout:** Following the Initiating Phase, the University may select, in its sole discretion, one of the following project implementation options:
  1. The University may negotiate with the On-Call Firm that performed the Initiating Phase Services to provide the Implementation Phase Services for compensation based on:
    - A lump sum fixed fee;
    - A fee-based on time spent at pre-approved hourly rates up to an agreed maximum aggregate fee; or

- A fixed fee determined at the completion of the schematic design phase, based on a percentage of the estimated construction cost.
2. The University may utilize the Initiating Phase Report as the basis for negotiating a fee with another On-Call Firm in accordance with 1a through 1c above.
  3. The University may utilize the Initiating Phase Report as the basis for a competitive solicitation for the Implementation Phase Services, in which the solicitation is directed to some or all of the On-Call Firms within the relevant design sub-category.
  4. The University may utilize the Initiating Phase Report as the basis for a competitive solicitation for the Implementation Phase Services, in which the solicitation is directed to the open market (not limited to the established On-Call design sub-category pool).

In the case of options #2, #3 and #4, the On-Call Firm that provided the Initiating Phase Services will be excluded from consideration for an assignment of Implementation Phase Services if, in the determination of the University, assigning the Implementation Phase Services to such On-Call Firm would be a violation of Connecticut General Statutes Section 1-86e and/or 1-101nn.

The University's selection of a particular implementation option for the Implementation Phase Services shall be determined by the AVP of UPDC (University Planning, Design & Construction); the Director of Planning, or the AVP of CPDC (Campus Planning, Design & Construction for UConn Health projects); or the AVP of Facilities Operations; in consultation with the Director of Capital Projects and Facilities Procurement. Such option must be the most effective procurement method for the assignment and the best value for the University.

Contract documents provided by the On-Call Firm to the University shall be suitable for obtaining required construction permits and competitive bids, if so desired, by the University. Bidding Phase and Construction Administration services may or may not be required from the On-Call Firm as determined by the University to be in its best interest.

The design disciplines and sub-category for this On-Call solicitation are set forth below:

**Category 012.2-On-Call Mechanical, Electrical, Plumbing, Fire Protection/Fire Alarm Services**

- Self-perform mechanical, electrical, plumbing services, fire protection services, and/or fire alarm system services, including, but not limited to:
  - Evaluation, design and equipment specification,
  - System design for constructability,
  - Repair/replacement life cycle analysis,
  - Diagnostic services,
  - Facilities existing conditions analysis and recommendations,
  - Requirements and utilization studies
  - Feasibility studies for new, renovation, and alteration projects
  - Studies and audits to determine compliance with various federal, state, and local regulations
  - Design services for minor new construction, alteration, and renovation projects to include project evaluation, planning, preparation of reports, preliminary documents, working drawings, specifications, and construction cost estimates,
  - Design and equipment specification,
  - Commissioning
  - Provide budget estimates,
  - Provide project schedules including:
    - Advise owner of potential long lead items,

- Additional MEP services as directed
- Construction administration,
- Peer review of projects designed by others,
- Reviewing documents for code compliance,
- Performing detailed technical reviews of construction documents for interdisciplinary coordination and constructability,
- Diagnostic troubleshooting,
- LEED certification review,
- Architectural services may also be provided as a consultant service as project requirements determine,
- Firms providing professional services performed under Tasks for these Contracts shall demonstrate a substantial working knowledge of requirements of Americans with Disabilities (ADA) and all applicable Connecticut State Statutes, the Connecticut Life Safety Code, and the Connecticut Building Code.

Professional services performed under tasks for these Contracts are for full-service engineering firms with experience in all types of building projects. Firms must be capable of self-performing a majority of an assignment in-house. Firms are scored based on their own firm's qualifications only; it is not based on the experience of a design team (i.e. firms and sub-consultants).

Prospective firms should emphasize any particular expertise or specialty services that might make their firm unique or desirable, including:

- Professional services in multi-disciplined environments such as large universities or manufacturing facilities,
- Laboratory work,
- Research laboratory,
- Hospital (Medical/Gas specialty),
- Clean rooms,
- Environmental chambers,
- Vivarium,
- Refrigeration for athletic facilities (including ice rinks),
- Water and wastewater treatment facilities,
- Temperature and moisture control systems,
- Museum/archival document space experience,
- Any other expertise.

## **INSTRUCTIONS TO APPLICANTS**

Prospective firms shall submit their Statement of Qualification (“SOQ”) in the manner specified below.

“Applicant,” as used in this Request for Qualifications (“RFQ”) means the actual legal entity or entities submitting qualifications under this RFQ. The Applicant must be authorized to conduct business in the State of Connecticut, as evidenced by the records of the Connecticut Secretary of State.

1. All Requests for Information (“RFI”) must be received in writing no later than **Friday, September 20, 2019, by 2:00 p.m.** and sent electronically to Elaine Dumas at [Elaine.dumas@uconn.edu](mailto:Elaine.dumas@uconn.edu)
  - Include in the subject line: **RFI – 012.2 - Mechanical, Electrical, Plumbing, Fire Protection/Fire Alarm Services**. Responses to any RFI and clarifications will be posted on the CPCA website at <https://cpfp.procurement.uconn.edu/> under the project number. It is the Applicant’s responsibility to retrieve the clarifications posted. No RFI’s will be answered after the date and time specified. No phone calls, please.
2. The Statement of Qualifications (one (1) original and five (5) copies and one (1) Flash Drive) must be submitted in a sealed package with the Project Name and Project Number identified on the package and addressed to:

University of Connecticut  
Capital Projects & Facilities Procurement  
ATTN: Elaine Dumas  
3 Discovery Drive Unit 6076  
Storrs, Connecticut 06269-6047

<b>Statement of Qualifications Due Date:</b>	<b>October 3, 2019</b>
<b>Application Due Time:</b>	<b>2:00 p.m.</b>

Any submittal received after the time specified for the receipt of RFQs shall not be opened or considered and will be marked “LATE” and shall be returned unopened.

3. The Statement of Qualifications shall include the requested information and documents arranged in the following order:
  - Coversheet (**Use form provided**)\*
  - Tab 1 – Letter of Introduction that clearly demonstrates the firm’s experience with Civil & Structural Engineering Services (no more than three pages).
  - Tab 2 – Completed GSA Form SF 330 (available at <http://www.gsa.gov>).
  - Tab 3 – Summary and examples of Applicant’s Cost Controls and Budget Development processes.
  - Tab 4 – Summary and examples of Applicant’s Quality Assurance/Quality Control program.
  - Tab 5 – List of active references for each of the projects listed under relevant project experience.
  - Tab 6 – Professional Hourly Rates (**Use form provided**)\*
  - Tab 7 – The driving distance from the Applicant’s Principal office, should be provided via internet mapping from that office to 3 Discovery Drive, Storrs, Connecticut 06269.
  - Tab 8– Miscellaneous Documents
    - A. A/E/C Seal Data form with copy of the Registration/Licenses of those persons employed by Applicant who are able to conduct business in the State of Connecticut (**Use form provided**)\*
    - B. Original Certificate of Legal Existence issued by the Connecticut Secretary of the State. (For entities that are organized/formed in a State other than Connecticut, a copy of a Certificate of Authority to do business in the State of Connecticut from the Secretary of the State of Connecticut.)

- C. Formal Acknowledgement that Applicant has reviewed the contract and its terms and accepts it without exception.
  - D. 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)
    - o OPM Ethics Form 1 Gift and Campaign Contribution Affidavit
    - o OPM Ethics Form 5 Consulting Agreement Affidavit
    - o OPM Ethics Form 6 Affirmation of Receipt of State Ethics Laws Summary
    - o OPM Iran Certification Form 7
    - o Nondiscrimination Certification Form C (use the following website to obtain this form):
      - [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806)
    - o LLC Documentation (if required).
4. 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 assignment, sub-consultants are subject to the approval of the University.
5. Technical Criteria – Qualifications and Experience:

The Technical Qualification/Experience criteria shall address the following:

- a) **Professional Services Provided** – Applicants should identify their experience related to the services outlined above. Applicants should state this information in their Cover Letter of Introduction.
- b) **Qualifications of Professional Firm** – Within the GSA Form SF330, describe the overall qualifications of the Applicant, including a background in the category, services provided by the Applicant and specific experience in the last **five (5)** years in providing Civil & Structural Engineering Services.
- c) **Qualifications and Responsibilities of Key Personnel** – Within the GSA Form SF330, describe the qualifications and responsibilities of key personnel who will be proposed for the On-Call contract, including their experience on similar assignments and specific responsibilities on similar On-Call contracts.
- d) **Cost Controls and Budget Development** - Explain cost control procedures the firm employs on projects to assist in the decision making process. Provide examples of the Applicant’s Cost Controls and Budget Development processes.
- e) **Quality Assurance/Quality Control (“QA/QC”) Program** – Provide the Applicant’s procedures and processes in managing and assuring quality of its documents. Provide examples

of projects with the demonstrated record of the Applicant's successful use of QA/QC procedures.

- f) **Site Proximity 100 Miles** – The driving distance from the Applicant's Principal office should be provided via internet mapping from that office to 3 Discovery Drive, Storrs, Connecticut 06269.

6. References:

For the Applicant's projects cited as relevant experience, provide current, verifiable references for which the Applicant has performed similar services within the past efforts years. Include the name, title, e-mail address, and telephone number of each reference and description of duties.

7. Proposed Professional Hourly Rates By Discipline:

- a) Applicants are requested to provide all-inclusive hourly rates by discipline to be held for the term of any resulting On-Call contract. The University reserves the right to negotiate the rates submitted as a condition of the final award of an On-Call contract.
- b) Professional, all-inclusive hourly rates for the Applicants shall be based on all-inclusive prices per hour, which prices shall be in effect for the duration of the contract. The University will not pay or reimburse the Applicant for any costs or expenses that are not included in the proposed professional hourly rates.
- c) Professional, all-inclusive hourly rates include, but are not limited to, base salary, fringe and other benefits, insurance, taxes, miscellaneous personnel expenses, meals, travel, travel time, training, holidays, 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 and laptop computer for document management and written communication, and all mailings.
- d) The University will not provide office space, desks, copiers, office supplies or telecommunications equipment. The Applicant shall be responsible for providing computer equipment and support compatible with the University computing environment.

8. The University expressly reserves the following rights:

- a) To reject any or 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.
- b) 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.
- c) The submission of an Application shall constitute an express authorization by the Applicant to the University to obtain all information it deems pertinent.

9. Selection: Applicants are evaluated in conjunction with the anticipated needs of the University and the information provided by the Applicants as well as any information obtained in follow up from references, persons, or other sources identified by the Applicant or otherwise known to the University. A committee will review the materials provided and at its sole discretion, determine the selected Consultants for the On-Call category.



10. 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 issued a Letter of Intent to Award by the University.

**END OF INSTRUCTIONS TO APPLICANTS**

COVER SHEET

\_\_\_ ORIGINAL \_\_\_ Copy 1 \_\_\_ Copy 2 \_\_\_ Copy 3 \_\_\_ Copy 4 \_\_\_ Copy 5

**RESPONSE TO THE REQUEST FOR QUALIFICATIONS  
FOR THE FOLLOWING ON-CALL PROFESSIONAL SERVICES:**

**012.2 - MECHANICAL, ELECTRICAL, PLUMBING, FIRE PROTECTION/FIRE  
ALARM SERVICES**

**DUE DATE: October 3, 2019, by 2:00 p.m.**

Firm Name: \_\_\_\_\_

Firm Address: \_\_\_\_\_

Principal Office

Branch Office

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

\_\_\_\_\_

Name of Primary Contact: \_\_\_\_\_

Phone Number for Primary Contact: \_\_\_\_\_

Email for Primary Contact: \_\_\_\_\_

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

**A/E/C SEAL DATA FORM**

Please supply all the information requested below. It is IMPORTANT that this information be EXACTLY CORRECT, or else significant delays in processing the Contract, of which this Form shall be a part, will result.

Name of Firm: \_\_\_\_\_  
(This name must be your **exact** legal entity!)

Mailing Address of Firm: \_\_\_\_\_  
\_\_\_\_\_

Project Number: ED190909

Project Title: On-Call Professional Services Program - 012.2 - Mechanical, Electrical, Plumbing,  
Fire Protection/Fire Alarm Services

Firm is: \_\_\_ Corporation \_\_\_ Partnership \_\_\_ LLC \_\_\_ PLLC \_\_\_ Sole Proprietor

Name if D/B/A: \_\_\_\_\_

Paste or tape a copy of your A/E/C License/Registration here:

Sample of Corporate Seal or, if not a corporation, sample of A/E/C Seal, affix raised Seal here:

Exact wording on Corporate Seal: \_\_\_\_\_

State of Connecticut corporate registration number (or if not a corporation, State of Connecticut A/E/C license/registration number of individual signing contract: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

Registration Number: \_\_\_\_\_ Registration Expiration Date: \_\_\_\_\_

I hereby certify that the above information is true and complete:

\_\_\_\_\_  
Signature Title Date signed

**ALL-INCLUSIVE HOURLY RATES**

**ON-CALL PROFESSIONAL SERVICES PROGRAM  
012.2 - MECHANICAL, ELECTRICAL, PLUMBING,  
FIRE PROTECTION/FIRE ALARM SERVICES**

FIRM: \_\_\_\_\_

All-inclusive hourly rates for the Applicants shall be based on all-inclusive prices per hour, which prices shall be in effect for the duration of the contract. The University will not pay or reimburse the Applicant for any costs or expenses that are not included in the proposed professional hourly rates. Use the position titles below for submitting hourly rates. Definitions for the position title can be found on the next page.

Professional, all-inclusive hourly rates include, but are not limited to, base salary, fringe and other benefits, insurance, taxes, miscellaneous personnel expenses, meals, travel, travel time, training, holidays, 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 and laptop computer for document management and written communication, and all mailings.

The University will not provide office space, desks, copiers, office supplies or telecommunications equipment. The Applicant shall be responsible for providing computer equipment and support compatible with the University computing environment.

<b>Position Title (Descriptions on the next page)</b>	<b>All-Inclusive Hourly Rate</b>
Principal	
Senior Project Manager	
Project Manager	
Senior Engineer/Engineer of Record	
Engineer	
Associate Engineer	
Architect	
Senior Designer	
Designer	
Senior Technician	
Technician	
Senior CADD Technician	
CADD Technician	
Clerical/Support Staff	

**ALL-INCLUSIVE HOURLY RATES (continued)**

**Description of Position Titles**

<b>Title</b>	<b>Description</b>
Principal	The Principal-in-Charge is a Registered Professional Engineer who holds full project responsibility and authority to represent the firm. It is his responsibility to assure that all necessary corporate and staff resources are available. The authority of the Principal-in-Charge, combined with an extensive understanding of the work to be performed, provides the project team and staff with strong leadership, technical direction and expert supervisory guidance of all work undertaken by the firm. The Principal is ultimately responsible and accountable to provide excellence in Customer Service and Quality for all company work performed. Duties include management and oversight of all personnel, projects, production control, budgeting, task scheduling, coordination, and review.
Senior Project Manager	When warranted, a Senior Project Manager is assigned to projects of broad scope and impact. This position may be allowed when the university requires a principal to provide services due to expertise and knowledge. This position may oversee less senior project managers or solely assume the role and responsibility of the Project Manager.
Project Manager	A project manager is a person responsible for accomplishing the stated project objectives. Key project management responsibilities include creating clear and attainable project objectives, building the project requirements, and managing the triple constraint for projects, which are cost, time, and quality (also known as scope). A project manager is the client representative and has to determine and implement the exact needs of the client, based on knowledge of the firm they are representing. The ability to adapt to the various internal procedures of the contracting party, and to form close links with the nominated representatives, is essential in ensuring that the key issues of cost, time, quality and above all, client satisfaction, can be realized.
Senior Engineer/Engineer of Record	<p>A Licensed Professional Engineer who leads the design of the project. They work closely with the Project Manager to ensure the needs of the client are being met along with ensuring the product design meets the standard of care required for the design of the project and are in accordance with current codes and rules.</p> <p>This job may have varying degrees of supervisory responsibility at the project or task levels. May plan, schedule, coordinate, and oversee the work of task leads or lower-level engineers or technicians who assist with particular projects.</p>
Engineer	A Licensed Professional Engineer is responsible for a particular technical aspect of the project and is the person who usually does the layout or calculations for the Senior Engineer or Project Manager. The Engineer works under the Project Manager of the Senior Engineer. Depending on the size of the project or the firm, the Project Engineer may also produce the CAD/D plans.
Associate Engineer	A Licensed Professional Engineer is responsible for performing routine engineering work and for occasionally handling minor engineering projects; also assists in various phases of major projects.

Architect	Architects plan, design, and supervise the construction of buildings. They are responsible for the safety, usefulness, and aesthetics of their buildings. They must design structures that satisfy their clients' needs while conforming to the laws and regulations of the areas in which the structures will be built. Architects work with engineers, urban planners, contractors, and landscape architects.
Senior Designer	Discipline designer, drafting lead and/or drafting approver on multidiscipline projects, multiple projects, and large, complex projects. May serve as project manager on less complex projects.
Designer	The design engineer takes care of the inner workings/engineering of a design, and works under the direction of a Senior Designer, Senior Engineer or Project Manager.
Senior Technician	May oversee less senior Technician Positions. Perform highly complex technical and analytical office and field engineering work involving drafting, surveying, mapping, design and related engineering/design activities. They must be able to assemble technical specifications and produce cost estimates in conjunction with the engineered plans. From the base design of the project at the beginning to as-built/record documentation at the end, they must communicate with field personnel and competently utilize data collected for the project.
Technician	<p>The Technician position is an engineering/design team member including those with entry-level skill level and up to those with years of apprenticeship, “learning by doing” under the technical supervision and training of more experienced personnel. They are involved directly with the design and engineering work production efforts.</p> <p>Technicians must have an aptitude and demonstrate continuous improvement in utilizing computer-aided drafting and design software, and other specific automated design and/or computational tools.</p>
Senior CADD Technician	Uses CADD software to produce neat, legible construction documents that meet company quality control standards. Primarily functions as drafting lead or task lead on simple projects or as a sub-lead on large, complex projects.
CADD Technician	The CADD Technician also works under the engineering staff and requires more direction than the more experienced Senior CAD/D Technician. The CADD Technician produces the CADD plans, but the engineering staff usually must give the CAD/D explicit direction or mark-ups to go by.
Clerical/Support Staff	Personnel whose primary job is engagement in office work.

STATE OF CONNECTICUT  
UNIVERSITY OF CONNECTICUT



**CONTRACT FOR ON-CALL CONSULTANT SERVICES  
WITH DESIGN & CONSTRUCTION PHASE SERVICES**

**012.2 - MECHANICAL, ELECTRICAL, PLUMBING, FIRE  
PROTECTION/FIRE ALARM SERVICES**

\_\_\_\_\_  
**CONTRACT NO.** \_\_\_\_\_

This contract (hereinafter "Contract") is by and between \_\_\_\_\_, hereinafter called the "Consultant" and the **University of Connecticut**, hereinafter called the "University", acting herein by its Executive Vice President for Administration and Chief Financial Officer, under the provisions of Sections 10a-109(a) to 10a-109(y) inclusive of the Connecticut General Statutes, as amended.

**WITNESSETH**, that the University and Consultant, in consideration of the mutual covenants herein contained, do hereby agree as follows:

**1. GENERAL.**

**1.1 Definitions:**

"Assignment" shall mean a particular service to be performed under this Contract that is not associated with a Project at the time of the issuance of the Task Order for such service.

"Base Construction Cost" is defined in Section 3.2.2 of this Contract.

"Construction Budget" is defined in Article 18 of this Contract.

"Construction Cost" is defined in Section 17.1 of this Contract.

"Consultant's Hourly Rates" shall mean and include the hourly rates set forth on **Schedule C**.

"Contract" shall mean and include this Contract and any and all Task Orders issued hereunder.

"Department" shall mean, in respect to a Task Order, the department of University Planning, Design and Construction, or other department identified in the Task Order, or in the case of a UCONN Health ("UCH") Project, the UCH Department of Facilities Development and Operations as identified in the Task Order.

“Director” will mean (i) in respect to a Task Order issued by the University, the Executive Vice President for Administration and Chief Financial Officer or his/her designee to include the Associate Vice President for University Planning, Design and Construction; and (ii) in respect to a Task Order issued by UCH, its Associate Vice President of Facilities Development & Operations, or his/her designee.

“Net Construction Budget” is defined in Section 18.2 of the Contract.

“On-Call Term” shall mean the time period during which Original Task Orders may be issued hereunder which time period is set forth in Section 2.

“Original Task Order” is defined in Section 1.5.2.

“Project Manager” shall mean, in respect to a Task Order, the individual identified in the Task Order as the “Project Manager” or the “Department Representative”.

“Project” shall mean an identified University or UCH construction project for which the Consultant provides services pursuant to a Task Order issued under this Contract.

“RFS” shall mean a written request for services issued under, and in accordance with, this Contract.

“Supplemental Task Order” is defined in Section 1.5.2.3.

“Task Order” shall mean a written agreement in the form attached hereto as **Schedule D** (as such form may be modified from time to time in the discretion of the University) which describes particular services to be performed by the Consultant under this Contract and the specific terms and conditions applicable thereto all as set forth in the Task Order. A Task Order may be either an Original Task Order or a Supplemental Task Order.

“UCH” shall mean UCONN Health.

**1.2 Standards of Performance and Design:** The Consultant covenants and agrees that the Consultant and any Sub-consultant retained by the Consultant will perform their services under this Contract in accordance with the generally accepted standards of professional practice and care applicable to their respective professions as defined by Connecticut law, and that any documents, material or information supplied by the Consultant or such Sub-consultant as required by this Contract or under any Task Order issued hereunder will be in accordance with such standards and practices. The Consultant will not have any conflict of interest and shall operate under this Contract at all times so as not to violate the provisions of CGS §1-86e or §1-101nn. The Consultant will be held to the highest standard of ethical conduct in the performance of its duties and must conduct itself so as to avoid even the appearance of any impropriety. The Consultant is prohibited from accepting gratuities of any kind from any persons seeking work associated with this Contract. The Consultant will perform services under this Contract with experienced and competent personnel acceptable to the University. If the Consultant requires additional personnel to fulfill its obligations under this Contract, it will provide such additional staff at no additional cost to the University.

**1.2.1 University of Connecticut Planning and Design Standards:** The Consultant shall design each Project or Assignment to comply with the then current University of Connecticut Planning and Design Standards published by the University. If the Consultant judges an aspect of the design standards to be in conflict with a Project or Assignment requirement, or to be otherwise detrimental to the Project or Assignment, the Consultant shall request and abide by written direction from the Project Manager. If the Consultant deviates from the design standard without



specific written direction from the Project Manager, the Project Manager may instruct the Consultant to modify the design documents as necessary, without additional compensation, to comply with the University of Connecticut Planning and Design Standards.

### **1.2.2 Sustainable Design:**

**1.2.2.1** For any Task Order that requires the Consultant to prepare drawings, specifications, or other deliverables, such drawings, specifications and other deliverables shall be consistent with the following standards to the extent applicable thereto: (1) Leadership in Energy and Environmental Design's (LEED) standards, the level of which shall be stated in the applicable Task Order; (2) the University's Sustainable Design Guidelines and other sustainability standards of the University as are communicated by the University to the Consultant; and (3) Connecticut General Statutes Section 16a-38k and the regulations promulgated pursuant to Connecticut General Statutes Section 16a-38k(b).

**1.2.2.2** To the extent LEED standards are applicable to the Consultant's drawings, specifications, and other deliverables, unless otherwise provided in the subject Task Order, the Consultant shall, at no additional cost to the University, (1) provide such services (including, without limitation, completing the online Letter Templates for each "prerequisite" and "credit" being pursued by the University and gathering supporting documentation from others) necessary to register and for the University to receive credit for each element of LEED standards included in the Consultant's drawings, specifications, and other deliverables ("Relevant LEED Standards"); (2) monitor and regularly report on activities that will affect the achievement status of individual "prerequisites" and "credits" for Relevant LEED Standards throughout the design and construction process; (3) submit all documents required to initiate an LEED application review or Relevant LEED Standards at the completion of construction; (4) respond to all requests for clarification from the entities administering LEED certification; (5) at the completion of the application review, advise the University on appealing credits denied under the application review; and (6) file for appeals as necessary to achieve the required LEED certification.

**1.2.3 Cooperation with Other Consultants:** The Consultant agrees that it will work cooperatively with and provide appropriate assistance to other consultants that are assigned to a Project.

**1.3 Consultant's Representative:** The Consultant has identified the Consultant's Representative who shall be the University's single point of contact for all electronic notifications given under this Contract. Any change to the identity of the Consultant's Representative must be provided in writing to the University's Office of Capital Projects and Contract Administration.

**1.4 Department's Representative:** Regarding services provided by the Consultant under this Contract, the Consultant will communicate with the Department through, and receive directions from, the Project Manager.

**1.5 On-Call Procurement:** This is an "On-Call" Contract which means that services will only be performed by the Consultant under this Contract pursuant to Task Orders issued in accordance the terms and conditions of this Contract. The services performed under this Contract may be an Assignment or may be in connection with a particular Project depending upon the needs of the University. The Consultant shall not proceed with any services under this Contract until receipt of a fully executed Task Order accompanied by an appropriate University Vendor Purchase Order.

### **1.5.1 Request for Services and Response:**

**1.5.1.1** From time to time, the University may issue an RFS to the Consultant which shall describe the services requested and such other information as the University elects to include. The issuance of an RFS to the Consultant, and Consultant's response thereto, does not in any way guarantee the Consultant that the Consultant will receive a Task Order for the services described in the RFS. The Consultant's response to an RFS shall include a description of services to be provided, and such other information and documentation as required in the RFS. If the Consultant fails to respond to an RFS within five (5) business days (or such other period of time as specified in the RFS), any response to that RFS later submitted by the Consultant to the University shall be considered untimely and nonresponsive.

**1.5.1.2** Should the Consultant repeatedly fail to respond timely to RFSs, or repeatedly decline to submit responses to RFSs, the Consultant may be subject to termination by the University, at the University's discretion. This subsection 1.5.1.2 is not intended to limit the University's rights to terminate this Contract pursuant to Article 26.

### **1.5.2 Task Orders:**

**1.5.2.1** Upon the University's and the Consultant's agreement to the particular terms and conditions applicable to the services to be performed by the Consultant in connection with an RFS, the University will prepare and issue to the Consultant a written Task Order (an "Original Task Order"). The Task Order will clearly identify and describe the services to be provided, compensation to be paid, scheduling requirements and other terms and conditions particular to the performance of the services as determined by the University. The Consultant shall execute and return each Original Task Order within five (5) business days (or such other period of time as specified by the University) after receipt of such Original Task Order from the University.

**1.5.2.2** Upon the execution of a Task Order by the University and the Consultant, all of the terms, conditions and provisions of this Contract shall be deemed incorporated in, and a part of, such Task Order as if fully set forth therein.

**1.5.2.3** If, subsequent to the issuance of an Original Task Order, the University approves a change in the scope of services and/or other terms and conditions set forth in the Original Task Order, the University shall issue, in accordance with this Contract, an additional Task Order amending or supplementing the Original Task Order to reflect such changes (a "Supplemental Task Order"). Such Supplemental Task Order shall reference the Original Task Order. The provisions of this Contract shall govern all Task Orders issued under this Contract.

**1.6 Consultant's Investigation Responsibilities and Document Review:** The Consultant will confer with the Project Manager to ascertain the requirements of the Assignment or Project and check with authorities having jurisdiction to determine all applicable laws and standards, including, without limitation, the standards of performance and design described in Section 1.2 of this Contract, the State of Connecticut Building and Life Safety Codes, LEED Certification requirements, statutes, rules, regulations and ordinances, excluding zoning ordinances, applicable to the Assignment or Project (collectively, the "Applicable Laws and Standards"). The Consultant will also become informed as to specific institutional conditions that might affect its contemplated work or the hours or season of its execution, use of adjacent areas and interruptions of institutional routine. The services furnished by the Consultant in connection with an Assignment or Project will reflect Consultant's

consideration of those conditions requiring safeguards and precautionary measures in excess of usual practice. The Consultant shall identify information or documents required from the Department for the Assignment or Project. The Consultant shall assemble, review and coordinate data furnished by the Department.

**1.7 Defects and Deficiencies:** All documents prepared by the Consultant or any sub-consultant under this Contract (including any Task Order issued hereunder) will be complete, coordinated and in full and strict compliance with all Applicable Laws and Standards, in effect at the time delivered to the Department. If at any time, defects, deficiencies, errors, omissions, lack of coordination or non-compliance with the requirements of this Contract are discovered in connection with the drawings, specifications, sketches, other Construction Documents or information prepared or provided by the Consultant, the Consultant, immediately upon awareness of the same, will take all necessary steps to correct any such defects, deficiencies, errors, omissions, lack of coordination or non-compliance and issue any necessary documents for such correction at no additional cost to the University. Such correction shall be made in a timely manner so as to cause no delay in the Project or completion of the Assignment. The Consultant will be responsible for costs and damages incurred by the University or contractor/construction manager resulting from a deviation from the design standards set forth in this Contract, including without limitation, the University's Planning and Design Standards identified in Section 1.2.1, which result in defects, deficiencies, errors, omissions, lack of coordination or non-compliance, including, but not limited to, any damages and costs as a result of delays to any Project, and increased construction costs. The Consultant represents that no design prepared under this Contract will result in patent, trademark, or copyright infringement. The Consultant agrees it will indemnify and hold the University harmless from and against any such infringement.

**1.8 Compliance with Laws Codes and Regulations:** The Consultant will identify and research and gain familiarity with all Applicable Laws and Standards as are applicable to each Project or Assignment. The Consultant will design the Project (or the applicable portion thereof) to be in compliance with such Applicable Laws and Standards, and ensure, represent, covenant and warrant that the design, all design documents and submittals will be and are in compliance therewith. With the Department's approval, and at times appropriate to a Project phase, the Consultant, and its Sub-consultants, if necessary, will review the Project (or the applicable portion thereof) with any board, committee, commission, agency or persons having authority or jurisdiction with regard to any aspect of the Project. The Consultant will prepare necessary written and graphic explanatory materials and appear on the Department's behalf at agency, board, committee, commission and public meetings incidental to the Consultant's design and construction administration services. The Consultant will assist the Department in reviewing the Project (or the applicable portion thereof) with Building Officials, Fire Marshals and any other State or municipal agency or department representatives having jurisdiction over the Project. All such visits will be made with the Project Manager. If required for the Project and authorized by the Department, the Consultant will prepare necessary code modification requests. The Americans with Disabilities Act (ADA) provides, among other things, that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to and by individuals with disabilities. The Department acknowledges that portions of the requirements of the ADA may be subject to various interpretations. The Consultant will use its expertise and judgment in accordance with the Applicable Laws and Standards, to interpret applicable ADA requirements. The Consultant will ensure that the requirements for accessibility per the State of Connecticut Building and Life Safety Codes will be strictly applied and adhered to for each Project (or the applicable portion thereof). This Section 1.8 does not limit other provisions of this Contract.

**1.9 Sub-consultants:** Should the Consultant require the services of any sub-consultant to perform services under any Task Order issued hereunder, the name and qualifications of such sub-consultant will be submitted to the Department in writing for approval prior to the engagement of the sub-consultant. The sub-

consultant will provide evidence of its competence by affixing its seal on any documents prepared by the sub-consultant. The Department must approve any additional or substituted sub-consultants in advance of their engagement to provide services under a Task Order. Copies of all contracts with any sub-consultant will be supplied to the University within five (5) business days after the execution thereof. Notwithstanding the engagement by the Consultant of any sub-consultant to perform any part of the services to be performed under any Task Order issued under this Contract, the Consultant shall remain fully responsible for the performance of all sub-contracted services in accordance with the terms and conditions of this Contract. Under no circumstances shall the approval by the Department of any sub-consultant be construed to limit the Consultant's responsibility for the subcontracted services.

**1.10 Key Personnel:** The key personnel of both the Consultant and any identified sub-consultants to provide services under this Contract shall be included in the Consultants response to each RFS and will be identified in writing and submitted to the Department before the execution of the Task Order. Any change thereafter in personnel or sub-consultants is subject to the Department's prior approval, which approval will not be unreasonably withheld. The Department may, at any time, require the replacement of any individual deemed unsuitable to provide services under this Contract or in connection with any particular Task Order.

**1.11 Project Administration:** The Consultant will provide all project administration services necessary to facilitate the orderly progress of each Project or Assignment, 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.

**1.12 Coordination of Services:** The Consultant acknowledges that it is essential that all sub-consultants' services in connection with a Project be coordinated with the services of others working on the Project. The Consultant will coordinate the services of all sub-consultants for each Project, review and check all documents prepared for each Project, and, as necessary, will modify its services and arrange for the modification of the sub-consultants' services.

**1.13 Electronic Communications:** The Consultant shall have facsimile capability, have access to the internet and maintain at least one e-mail address capable of receiving electronic data files.

**1.14 Meetings:** The Consultant shall schedule all meetings with the Department through the Project Manager.

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

**2. ON-CALL TERM.** The On-Call Term shall run from \_\_\_\_\_ through and including \_\_\_\_\_. No Original Task Order shall be valid under this Contract unless such Task Order is both issued and fully executed prior to the date of expiration of the On-Call Term. Following the expiration of the On-Call Term, the Consultant shall, unless otherwise instructed by the University, continue to perform services remaining to be completed under Task Orders issued and fully executed prior to the expiration of the On-Call Term and the University may, in its sole discretion, issue Supplemental Task Orders, as provided in Section 1.5.2.3. The On-Call Term may be extended by Amendment in accordance

with Article 37. This Contract, as it may be amended, shall remain in full force and effect until such time as it is terminated by the University by written notice to the Consultant.

### **3. FEES AND PAYMENTS.**

**3.1 No Guarantee:** There is no guarantee of any particular dollar value or number of Task Orders to be issued under this Contract, or an obligation on the part of the University to issue any Task Orders.

#### **3.2 Fees for Services:**

**3.2.1 Generally.** The “basis for compensation” to be paid to the Consultant for the services identified in an RFS shall be as set forth in the RFS unless otherwise agreed to by the University and the Consultant. The University may request that the Consultant provide a pricing proposal based on one or more of the alternatives described in Section 3.2.2. The compensation to be paid to the Consultant for the services pursuant to a Task Order shall be as set forth in the Task Order.

**3.2.2 Compensation Alternatives.** The University may select one of the following as the “basis for compensation” for services: (i) a lump sum fixed fee; (ii) a fee based on time spent at Consultant’s Hourly Rates up to an agreed maximum aggregate fee; or (iii) a fixed fee based on a percentage of the Base Construction Cost. For the purposes of this Section 3.2.2, the term “Base Construction Cost” shall mean an estimate of the Construction Cost (as defined in Article 17) established by the Department and the Consultant, net of costs for general conditions items, insurance, bonds, construction manager's/contractor’s fee, overhead and profit, construction manager's/contractor’s or owner's contingency, and such other costs as may be identified in the Task Order for the Project.

**3.2.3 Substantial Changes in Scope of Services:** Throughout the performance of services for any Project or Assignment, should the University require the Consultant to make substantial changes in the scope of services which necessitate the Consultant to perform unanticipated additional services and prepare additional documents, the Consultant will prepare such additional documents and make changes as required. The Consultant will be entitled to fair and equitable compensation for such additional services. The Director will determine the amount of such compensation and the manner of payment in accordance with the provisions of this Contract. If the University should request the Consultant to reduce the scope of services originally agreed upon for any Project or Assignment, the Consultant will then reduce said scope of services and the Consultant’s fee for such services for any such Project or Assignment will be reduced by a fair and equitable amount as determined by the Director. Such changes in scope of services and agreed terms and conditions shall be reflected in a Task Order to be issued in accordance with Section 1.5.2.

**3.3 Payments:** The University will make payments for services in accordance with the terms and conditions of the Task Order issued under this Contract for such services. Before the first progress payment becomes due in connection with a service, the Consultant will provide a breakdown of its fees specified in the Task Order for such service in a manner acceptable to the University. This breakdown will be used to determine the amounts of the progress payments to be made to the Consultant under the Task Order. All materials and work covered by progress payments will be the sole property of the University. Progress payments do not relieve the Consultant of its responsibility for all professional services or work for which payment has been made or for the completion of any incomplete work. Progress payments do not waive the right of the University to require Consultant’s fulfillment of all Contract terms and conditions.

**3.4 Invoices:** Consultant shall issue requests for payment by submission of properly prepared University Professional Services Invoice in the form attached hereto as **Schedule B**. When applicable, attachments showing actual hours worked, hourly rates applied, and any allowable additional direct costs shall be included in the Invoice. The Consultant will certify in writing that each amount invoiced is both accurate and commensurate with the services performed for the University under the Task Order. The University reserves the right to periodically audit the Consultant's financial and project records. Before each payment is made the Consultant must furnish proof of the quantity, value, and delivery of services.

The Consultant shall examine the invoices of its Sub-consultants to confirm that all claimed fees and expenses are allowed under the applicable Task Order(s), and shall not include ineligible amounts in its invoices to the Department.

**3.5 Consultant's Hourly Rates.** In all cases where the compensation to be paid to the Consultant is to be based on hourly rates, the Consultant's sole compensation shall be the Consultant's Hourly Rate for the individual providing the applicable Service, multiplied by the number of hours such individual spent providing such Service. The Consultant's Hourly Rate is an all-inclusive rate and shall be deemed to fully compensate the Consultant for an hour spent performing applicable Services. Except as expressly set forth in a Task Order, the Consultant shall not be entitled to reimbursement of any costs or expenses including, without limitation, for base salary, fringe and other benefits, insurance, taxes, miscellaneous personnel expenses, meals, travel, travel time, training, holidays, sickness, medical, lost time, general and corporate supervision and management expenses, overhead and profit, legal costs, consumables, accounting costs, costs of living, per diem expenses, transportation, communication, including cellular communication and laptop computer for document management and written communication, or mailings. The Consultant's Hourly Rates shall remain in effect for the duration of the Contract.

**3.5.1 Consultant's Certification:** The Consultant certifies that Consultant's Hourly Rates are all inclusive hourly rates (as described in this Section 3.5 above). The Consultant's Hourly Rates shall not exceed a reasonable rate for Additional Services as determined by the Director and as authorized in writing in accordance with this Section 3.5, taking into consideration the skills and experience of the person providing the services. Monthly requests for payment shall be submitted on properly prepared University Professional Services Invoice forms with attachments showing actual hours worked, pre-approved hourly rates applied, and any allowable additional direct costs included in the statement. The Consultant shall certify that each amount invoiced is both accurate and commensurate with the work performed for the University under this Contract.

**3.6 Fee Adjustments for Additional or Special Services in connection with a Project or Assignment:**

**3.6.1 Not Used.**

**3.6.2 Additional Services:** The Task Order for Additional Services shall set forth the compensation to be paid to the Consultant for such Additional Services.

**3.6.3 Special Services:** If, in the opinion of the University, any service is required under a Task Order issued under this Contract that is not usually furnished in the type of consulting practice applicable to this Consultant and that is not included in this Contract, either expressed or implied by the nature of the service, then the University shall issue a Task Order for such services in accordance with this Contract authorizing the service and the related cost. The Consultant's selection of any Sub-consultant retained under this Section is to be submitted for written approval by the University. The Consultant shall adequately support, in writing to the University, its recommendations as to its selection of any such Sub-consultant. Any registered Sub-consultants retained in accordance with this Section shall provide evidence of their competence by affixing their seals on any

work prepared by them or under their supervision. The University shall reimburse the Consultant for the cost of any services provided under this Section and in addition shall also pay the Consultant five percent (5%) of such cost, or such other percentage deemed reasonable by the University, for overhead and profit.

**4. SCOPE OF SERVICES.** The Consultant agrees to furnish all services set forth in Task Orders issued under this Contract. Consultant shall perform all such services in accordance with all of the terms and conditions of such Task Orders and this Contract. All services will be performed under the direction of the Project Manager.

**5. PHASE SCHEDULE.** Consultant shall perform the services for each Project or Assignment expeditiously and in accordance with the specific schedule set forth in the Task Order for such Project or Assignment ("Schedule of Services"). Consultant will be required to commence services within five (5) days of receiving a fully executed Task Order and University Vendor Purchase Order unless such other time is set forth in the Task Order. Consultant represents that it has the professional and technical personnel required to perform the services outlined in the Task Order. Upon the request of the University, Consultant shall provide a more detailed schedule of anticipated performance to meet the relevant Schedule of Services.

**5.1 Schedule:** Each Task Order issued under this Contract which includes services for one or more of the Phases identified as: (1) Initiating Phase; (2) Schematic Design Phase; (3) Design Development Phase; (4) Construction Documents Phase; (5) Bidding/Negotiation Phase; and (6) Construction and Close-out Phase, shall include a Phase Schedule for such services. At the option of the University, such Phase Schedule may be extended or modified for periods to be determined by the Department, if the Department is of the opinion that such extensions or modifications are warranted and it has consented to such extensions in writing.

**5.2 Time of the Essence:** The Consultant acknowledges that time is of the essence for completion of its services under each Task Order. The Consultant's services will be performed as expeditiously as is consistent with professional skill, care and orderly progress of the work. Time limits established in the Phase Schedule identified above, and in the Design Schedule developed under Article 8, as applicable, will not be exceeded by the Consultant, except for reasonable cause.

**6. REQUIRED DOCUMENTS.**

**6.1 Material Submissions:** Subject to the issuance of a Task Order for services which includes services for one or more of the Phases below, and unless otherwise set forth in such Task Order, the Consultant will submit, as applicable, the following materials for review and approval:

A. Initiating Phase ("IP"): six (6) bound reports, photographs of the models and the models themselves, one (1) reproducible report and a digital (pdf.) version of the report or such other media format acceptable to the University;

B. Schematic Design Phase ("SD"): plans and specifications in a media format acceptable to the University, two (2) sets of half-size drawings; two (2) sets of specifications; and three (3) sets of detailed cost estimates;

C. Design Development ("DD") Phase: plans and specifications in a media format acceptable to the University, two (2) sets of half-size drawings; two (2) sets of specifications; and three (3) sets of detailed cost estimates;

D. Construction Documents (“CD”) Phase: plans and specifications in a media format acceptable to the University, two (2) sets of half-size drawings; two (2) sets of specifications; and three (3) sets of detailed cost estimates; and

E. Bidding/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; two (2) CD-ROMS or such other media format acceptable to the University.

F. Construction and Close-out Phase: As required by the University per Task Order.

It is understood that no review and/or approval by the University of any design or design documents submitted by the Consultant at any phase or stage will relieve the Consultant of (i) the Consultant’s responsibility to design each individual Project in accordance with the applicable approved program or budget or (ii) any responsibility of the Consultant arising out of the University’s reliance on the Consultant’s professional skill and ability to discharge the services performed under this Contract. Any design or design documents will be in full compliance with (1) the Applicable Laws and Standards; (2) this Contract; and (3) the applicable Task Order.

**6.2 Progress Sets:** As applicable, for each individual Project, "Progress Set" submittals are required at 100% IP, 50% SD, 100% SD, 50% DD, 90% DD, 50% CD and 90% CD. In addition to the documents required to be submitted under section 6.1, one reproducible set of full size drawings and one set of specifications for each “Progress Set” will be provided by the Consultant to the Department in a media format acceptable to the University.

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

**6.4 Electronic Media:** The Consultant will develop all drawings using computer aided drafting software fully compatible with AutoCAD® Release 2004 or such other version or in such other media format as approved by the Department. Subject to the issuance of a Task Order for end of phase services, and unless otherwise set forth in such Task Order, after the required end-of- phase documents are approved by the Department, and at a time specified by the Department, the Consultant will submit the documents on CD ROM or other media format as approved by the Department. Subject to the issuance of a Task Order that includes Construction and Close-out Phase Services for a Project, and unless otherwise set forth in such Task Order, upon completion of construction of the Project, the Consultant will submit revised digital media to reflect as-built conditions. All AutoCAD® documentation related to a Project (or, as applicable, other Department approved media format) will be of a single media type. All the services and materials called for in this paragraph will be provided by the Consultant at no additional cost to the University.

**6.5 Instruments of Service:** Drawings, specifications and other documents (including those in electronic form) prepared by the Consultant and the Consultant’s sub-consultants in connection with a Project are Instruments of Service for use solely with respect to the Project. The Consultant and the Consultant’s sub-consultants will be deemed the authors. The University will retain all common law, statutory and other reserved rights, including copyrights. The parties agree that the services are being performed and the work product resulting from the services provided by Consultant and the Consultant’s sub-consultants are being done at the



discretion of the University and will be considered work for hire. Any rights in and to all original material prepared for the University and arising out of the design services as provided pursuant to this Contract or as part of the process of creating the work product will belong exclusively to the University, no rights therein being reserved to the Consultant. The Consultant will secure appropriate written contracts with each of its sub-consultants performing work on each Project, which will conform to the requirements of this Section 6.5. In the event that such works are determined by a court not to be works made for hire, the Consultant hereby irrevocably assigns the exclusive copyright for such works to the University.

**6.6 End of Phase Documents:** The Instruments of Service applicable to an individual Project shall include the drawings, specifications, and other documents required under a Task Order for such Project. To the extent the items listed below in this Section 6.6 are Instruments of Service for a Project, the Consultant shall deliver such Instruments of Service at end of the phases indicated below in this Section 6.6, and at such other times as may be required under this Contract, in the quantities set forth in Article 6.1.

Item	SD	DD	CD
Title Sheet	X	X	X
Site Plan	X	X	X
Utility Plans	X	X	X
University Branding/Communications Plans	X	X	X
Landscape Plans		X	X
Selective/Full Demolition Plans	X	X	X
Civil Plans		X	X
Preliminary Framing Plans	X		
Structural Plans		X	X
Architectural Floor Plans	X	X	X
Interior Elevations		X	X
Exterior Elevations	X	X	X
Building Sections	X	X	X
Reflected Ceiling Plans		X	X
Enlarged Plans		X	X
Wall Sections		X	X
Details and Schedules		X	X
Block Heating and Cooling Loads		X	
HVAC Load Calculations		X	X
Mechanical Plans	X	X	X
Mechanical Schedules		X	X
Mechanical Riser Diagrams		X	X
Mechanical Flow Diagrams	X	X	X
Mechanical Details and Schedules		X	X
Controls Points List		X	X
Controls Location Plan		X	X
Sequence of Operation	X	X	X
Electrical Riser Diagram	X	X	X
Electrical Power Plan		X	X
Electrical Lighting Plan		X	X
Electrical One-line Diagrams	X	X	X
Electrical Details and Schedules		X	X
Electrical Load Calculations	X	X	X

Fire Protection Plans	X	X	X
Fire Protection Riser Diagrams		X	X
Fire Protection Details and Schedules		X	X
Plumbing Plans	X	X	X
Plumbing Details and Schedules		X	X
Plumbing Riser Diagrams		X	X
Special Systems Plans, Details and Schedules		X	X
Information Technology, Audiovisual and Telecommunications Plans		X	X
Outline Specifications (systems format)	X		
Outline Specifications (CSI® Master Format 2004 Edition Numbers and Titles)		X	
Project Manual			X
Construction Cost Estimate*	X	X	X
Sustainable Design	X	X	X
Code Review/Analysis	X	X	X
Life Cycle Cost Analysis	X	X	X
Area Efficiency Calculations	X	X	X
Structural Peer Review (as required by code)			X
List of Required Submittals		X	
List of Proprietary or Non-University Standard Items		X	X
Perspective Sketches/Study Models	X	X	X
Description of Construction of Phasing		X	
Site Logistics Plan			X
Signage/Wayfinding Plan		X	X
Stormwater Management Plan (if required)		X	X
Soil Erosion and Sedimentation Control Plan (specifications)		X	
Vehicle and Pedestrian Traffic Control Plan (if required and coordinated with university)			

\* LEED costs to be tracked separately

**7. CONSULTANT'S SERVICES.**

**7.1 General Services:**

**7.1.1 Basic Services:** As regards each Task Order issued hereunder, Basic Services shall include (1) all services described in such Task Order; (2) all services customarily attendant thereto or associated therewith; and (3) except to the extent expressly excluded in the Task Order, all services described in this Contract, including without limitation, the services described on Schedule A hereto. All of such services shall be performed in accordance with the scheduling requirements set forth in the Task Order. Basic Services shall include all professional and technical disciplines needed to perform the services, whether performed by the Consultant or by Sub-consultants hired by the Consultant.

**7.1.2 Consultant's Documents:** All documents prepared by the Consultant or any sub-consultant under a Task Order will be complete, coordinated and in full and strict compliance with all laws, State of Connecticut Building and Life Safety Codes, LEED Certification requirements, statutes, rules, regulations and ordinances, excluding zoning ordinances, in effect at the time they are delivered to the Department and the terms and conditions of this Contract including, without limitation, the terms and conditions set forth in Section 1.7.

**7.2 Additional Services Not Included in Basic Services:** The following Additional Services are not included in Basic Services and will be performed only if requested and authorized by the Department by the

issuance of a Task Order in accordance with this Contract which describes the Additional Services and the specific compensation and other terms and conditions applicable thereto. If requested by the Department, the Consultant will provide the Department with a fixed or not-to-exceed fee for performing such Additional Services.

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

**7.2.2 Document Revisions during Construction:** Preparing Drawings, Specifications and supporting data in connection with Change Orders, unless the Change Order is necessitated by an act or omission of the Consultant or its sub-consultants.

**7.2.3 Replacement of Work:** Providing consultation concerning replacement of any work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such work.

**7.2.4 Failure or Default of Contractor/Construction Manager:** Providing services made necessary by: (1) the failure of performance, termination, or default of the contractor/construction manager, (2) major defects or deficiencies in the work of any contractor/construction manager, or (3) failure of performance of either the Department or any contractor/construction manager under the contracts for construction entered into between the University and contractors/construction managers. Under no circumstance will the Consultant be entitled to receive additional compensation for services made necessary by the errors, 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, will be allowed, provided the services were affected by the extended construction duration, as determined by the Director.

**7.2.5 Post Final Completion:** Providing services, other than the 10-month warranty inspection and LEED certification requirements, after issuance of the final project Certificate for Payment to the Department, 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 Mechanical, Electrical and Plumbing ("MEP") systems descriptions, even though such services may occur during the extension.

**7.2.6 Witness:** Preparing to serve or serving as a witness on the Department's behalf in connection with any legal proceeding, except with regard to claims allegedly arising out of the errors or omissions of the Consultant or its sub-consultants (which services will be provided by the Consultant and its sub-consultants as part of Basic Services).

**7.2.7 Other Services:** Providing any other services requested and acknowledged by the Department in writing as being additional services that are not included in this Contract or a Task Order and which are not customarily furnished in accordance with generally accepted architectural practice.

**7.2.8 Error or Omission of Consultant:** No architectural services made necessary by any error, act or omission of the Consultant to perform its duties, responsibilities or obligations under this Contract, will be compensated as an additional service under this Contract.

**8. DESIGN SCHEDULE.** Upon the issuance of a Task Order for services for a Project, the Consultant shall prepare a comprehensive design schedule, based on the Department's overall Schedule of Services for the Project. The design schedule shall be presented in the Department's required format, and shall be prepared using MS Project latest version. The design schedule shall be provided to the Department on CD ROM or jump drive device upon request. The design schedule shall include all milestones identified in the Department's overall schedule for the Project, 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.

**8.1 Maintenance and Update of Design Schedule:** The Consultant shall continuously monitor the design schedule for services for a Project and shall notify the Department of actions required to maintain the schedule. The Consultant shall update the design schedule for the Project 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 occurring due to matters outside the control of Consultant and/or its sub-consultants.

**9. INITIATING PHASE.**

**9.1 Programming and Conceptual Design:** Subject to the issuance of a Task Order which includes Initiating Phase Services for an individual Project, and unless otherwise set forth in such Task Order, the Consultant shall, in addition to any other services required by the terms of the Task Order, prepare an Initiating Phase Report which shall include the following elements:

**9.1.1** The Consultant shall identify and confirm the Project goals and objectives.

**9.1.2** The Consultant shall provide a site analysis indicating key campus building relationships, vehicular and pedestrian access points, parking requirements, and solar and wind conditions.

**9.1.3** 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.

**9.1.4** The Consultant shall identify specific program technical requirements, including, but not limited to, acoustical, artificial/natural lighting, structural, mechanical and protective finishes.

**9.1.5** The Consultant shall identify applicable University standards and identify applicable zoning and building code requirements.

**9.1.6** The Consultant shall investigate any pertinent existing conditions including testing activities necessary to complete the work delineated in this phase.

The Consultant will make sufficiently accurate estimates to determine the feasibility of constructing the individual project within the funds available. The Consultant will submit for review and approval by the Department the Initiating Phase Report, the conceptual design drawings, diagrammatical massing models or other appropriate descriptive information as required in the Task Order.

This information 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 Initiating Phase Report, through the development of drawings and diagrammatical massing models.

## **9.2 Existing Facilities Assessment and Investigation:**

**9.2.1** Services under a Task Order, which are considered Basic Services, include verification of existing configuration of spaces; field measurements of critical dimensions; verification of types and conditions of architectural, mechanical, electrical and other systems; and assessments of existing sizes and capacities of systems and equipment, based on information and visual inspection of the Project area.

**9.2.2** The following special field investigation services are beyond the scope of services normally anticipated. As needed for an individual Project, and approved or requested by the Department, these services shall be performed by the Consultant in accordance with Section 3.5.

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

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

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

**9.3 Department's Comments:** The Consultant will record, evaluate, and respond to the Department's comments based on the University's reviews of the Initiating Phase Report and identify changes, which will be incorporated by the Consultant into the Consultant's final submission of the Initiating Phase Report.

**10. SCHEMATIC DESIGN PHASE.** Subject to the issuance of a Task Order which includes Schematic Design Phase Services for an individual Project, and unless otherwise set forth in such Task Order, Consultant will, pursuant to conferences with the Department, in addition to any other services required by the terms of the Task Order, prepare designs to encompass the general program of the individual project. These designs will consist of small scale drawings, elevations, sections and outline specifications (hereinafter referred to as "Schematic Design Documents"). All specifications will be prepared in accordance with the CSI (Construction Specifications Institute) manual of practice. At this time, the Consultant will make a detailed estimate of the Construction Cost with sufficient accuracy to determine the feasibility of constructing the individual Project with the funds available. The Consultant will submit for review and approval the number of sets of drawings, specifications and detailed cost estimates as indicated in Article 6.1 of this Contract.

Schematic Design Phase services shall include the delivery by the Consultant to the Department a life cycle cost analysis at the level of detail required by the Department.

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

The Consultant will design each individual Project in accordance with the approved program and budget and in compliance with the design standards set forth in this Contract including, without limitation, the

University's Planning and Design Standards identified in Section 1.2.1, State of Connecticut Building and Life Safety Codes, LEED Certification requirements, statutes, rules, regulations and ordinances, excluding zoning ordinances, as set forth in Section 1.6 and as otherwise required by this Contract. If, at the end of the Schematic Design Phase, the detailed cost estimate (after reconciliation with the University's independently developed estimate, if available) exceeds the total Construction Budget, the Consultant will make appropriate recommendations to the Department for adjustments to the Schematic Design Documents with regard to the individual project's scope, quality and/or budget. At that time, the University will have the right to instruct the Consultant to modify the Schematic Design Documents as necessary, without additional compensation, to comply with the budget and program.

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

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

**10.1 Program Review and Evaluation:** If the program was not developed by the Consultant as part of the Initiating Phase Services, the Consultant will: (1) review the program furnished by the Department to ascertain the requirements of the individual Project, and (2) provide a written evaluation of any proposed revisions to the Departments' program, schedule and construction budget requirements, each in terms of the other.

**10.2 Analysis of Alternatives:**

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

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

**10.3 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.

**10.4 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.

**10.5 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.

**10.6 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.

**10.7 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.

**10.8 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.

**10.9 Landscape Design:** Review with the Department scope and preliminary details for landscape construction, materials plantings, fixtures and furnishings.

**10.10 Signage Design:** Review with the Department scope and establish preliminary materials and details for construction for all exterior and interior signage necessary to comply with the requirements of applicable codes and the requirements of the University, including, without limitation, signage for wayfinding.

**10.11 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.

**10.12 Cost Estimating:** Concurrent with the submission of the preliminary design documents, submit to the Department a systems-based preliminary estimate of Construction Cost. 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.

**10.13 Value Engineering:** If requested by the Department for cost control purposes, the Consultant will 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.

**10.14 Presentations:** The Consultant will present Schematic Design Documents to the Department, and respond to questions. All presentation materials will be conveyed in a format acceptable to the Department for its use.

**10.15 Department's Comments:** The Consultant will record, evaluate, and respond to the Department's comments and questions regarding 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.

**10.16 Additional Investigation:** 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.

**10.17 Review of Existing Structure:** The Consultant shall perform a review and analysis of an existing structure as required in Section 9.2 of this Contract.

**11. DESIGN DEVELOPMENT PHASE.** Subject to the issuance of a Task Order which includes Design Development Phase Services for an individual Project, and unless otherwise set forth in such Task Order, the Consultant will prepare Design Development Phase drawings which show the extent of the site, location of the Project on the site and the general disposition of the principal features and equipment embodied in the Project, and will be sufficiently developed so as to fix and illustrate the size and character of the Project in all of its essential basic particulars as to kinds of materials, types of structure, and mechanical and electrical systems. All specifications will be prepared in accordance with the CSI (Construction Specifications Institute) manual of practice. The Design Development Phase Drawings and Specifications shall constitute the "Design Development Documents". The Consultant will submit for review and approval the number of sets of drawings, specifications and detailed cost estimates as indicated in Section 6.1 of this Contract.

Design Development Phase services shall include the delivery by the Consultant to the Department a life cycle cost analysis at the level of detail required by the Department.

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

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

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

As the drawings submitted during the Design Development Phase are to form the basis of the whole concept of the Project, they will be reviewed by the Department for conformance to functional and technical requirements of the project and approved by the Department before the Consultant performs any services for the next phase. It is understood that this review and approval, as well as any prior or subsequent review and/or approval of any design or design documents submitted by the Consultant at any time, does not relieve the Consultant from its responsibility (i) to design the Project in accordance with the approved program and budget and in compliance with the design standards set forth in this Contract including, without limitation, the University's Planning and Design Standards identified in Section 1.2.1, State of Connecticut Building and Life



Safety Codes, LEED Certification requirements, statutes, rules, regulations and ordinances, excluding zoning ordinances, set forth in Section 1.6, and as otherwise required by this Contract, or (ii) for loss, cost, damage and expense of the University arising out of the University's reliance on the Consultant's professional skill and ability to discharge the Consultant's services as required by this Contract.

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

**11.1 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, the Consultant shall 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.

**11.2 Architectural Design:** Consultant shall 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.

**11.3 Space Inventory Information:** Consultant shall establish room numbers and room use descriptions with the University's Space Inventory personnel, according to the University's permanent system for tracking space, review the Department's required content and format for Assignment Plans and submit a progress print of floor plans including room numbers and room use descriptions at 50% completion of both Design Development and Construction Documents, as applicable.

**11.4 Structural Design:** Based on the approved structural system, Consultant shall 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.

**11.5 Mechanical Design:** Consultant shall perform HVAC load calculations, and plumbing fixture counts and 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.

**11.6 Electrical Design:** Consultant shall establish the final scope of the lighting, electrical, telephone and data systems and establish sizes and capacities of major components; equipment layouts; required space for equipment; required chases and clearances, and energy conservation measures.

**11.7 Civil Design:** Consultant shall establish the final scope and preliminary details for civil engineering including connecting to existing infrastructure.

**11.8 Interior Design:** Consultant shall 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.

**11.9 Landscape Design:** Consultant shall establish final scope and preliminary details for landscape construction, materials, plantings, fixtures, and furnishings.

**11.10 Signage Design:** Consultant shall establish final scope and preliminary materials and details for construction for all interior and exterior signage necessary to comply with the requirements of applicable codes and as required by the University, including, without limitation, signage for wayfinding.

**11.11 Specifications:** Consultant shall prepare a design development specification consisting of summary specification sections organized according to the CSI Division format. Consultant shall review Division 1 sections provided by the Department, and submit proposed modifications.

**11.12 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, Consultant shall provide the Department with the estimated cost impact of the contemplated change. If authorized by the Department, Consultant shall 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, Consultant shall submit to the Department a detailed estimate of Construction Cost organized according to the CSI format. Consultant shall reconcile such estimate with the Department's independently developed estimate.

**11.13 Value Engineering:** If requested by the Department for cost control purposes, Consultant shall 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. Consultant shall record a 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.

**11.14 Presentations:** The Consultant will present Design Development Documents to the Department, and respond to questions. All presentation materials will be conveyed in a format acceptable to the Department for its use.

**11.15 Department's Comments:** The Consultant will record, evaluate, and respond to the Department's comments based on the reviews of 100% Design Development Documents. At 100% Design Development Documents, Consultant will identify changes, which will be incorporated, into the design of the project during the Construction Documents Phase. Consultant shall identify any Department-requested design revisions, which require additional services.

**12. CONSTRUCTION DOCUMENTS PHASE.** Subject to the issuance of a Task Order which includes Construction Documents Phase Services for an individual project, and unless otherwise set forth in such Task Order, the Consultant shall prepare and produce the Construction Documents. The term "Construction Documents" shall mean and include all documents provided by the Consultant during the Construction Documents Phase as described in this Contract. The Construction Documents are a part of this Contract and as such shall explain in substantial detail the full scope of the work included in, and to be performed under, the construction contract. The Construction Documents shall be suitable for obtaining all required construction permits and competitive bids. A final detailed estimate of the Construction Cost, including unit prices, quantities, labor and materials, predicated on the Construction Document Phase drawings and detailed specifications, will be included as a part of the services for this phase. All specifications will be prepared in accordance with the CSI (Construction Specifications Institute) manual of practice and in accordance with Sections 10a – 109a to 10a – 109y inclusive of the Connecticut General Statutes, as revised, when applicable. The Consultant will submit for review and approval the number of sets of drawings, specifications and detailed cost estimates as indicated in Section 6.1. The review and approval by the Department, as well as any prior or subsequent review and/or approval of any design or design documents submitted by the Consultant at any time, does not relieve the Consultant from the responsibility (i) to design the project in accordance with the approved program and budget and in compliance

with the design standards set forth in this Contract including, without limitation, the University's Planning and Design Standards identified in Section 1.2.1, State of Connecticut Building and Life Safety Codes, LEED Certification requirements, statutes, rules, regulations and ordinances, excluding zoning ordinances, set forth in Section 1.6, and as otherwise required by this Contract, or (ii) for loss, cost, damage and expense of the University arising out of the University's reliance on the Consultant's professional skill and ability to discharge the Consultant's services as required by this Contract.

Construction Documents Phase services shall include the delivery by the Consultant to the Department a life cycle cost analysis at the level of detail required by the Department.

The Consultant will design the project in accordance with the approved program and budget and in compliance with the design standards set forth in this Contract including, without limitation, the University's Planning and Design Standards identified in Section 1.2.1, State of Connecticut Building and Life Safety Codes, LEED Certification requirements, statutes, rules, regulations and ordinances, excluding zoning ordinances, set forth in Section 1.6 and as otherwise required by this Contract. If, at the end of the Construction Documents Phase, the detailed Construction Cost estimate (after reconciliation with the University's independently developed estimate, if available) is greater than the University's Construction Budget, the Consultant will make appropriate recommendations to the Department for adjustments to the Construction Documents in regard to the project's scope, quality or budget. At that time, the University will have the right to instruct the Consultant to modify the Construction Documents as necessary, without additional compensation, to comply with the budget and program.

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

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

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

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

**12.1 General:** Based upon the approved Design Development Documents, Consultant shall incorporate 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, and prepare Construction Documents setting forth in detail all construction requirements for the project. The Construction Documents shall include Drawings, and a Project Manual, and shall be subject to the Department's approval.

**12.2 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 the Department for approval or to any contractors/construction managers for bidding or negotiation for the construction of the project shall be complete and unambiguous and in full compliance with the University's program and Construction Budget, the design standards set forth in this Contract including, without limitation, the University's Planning and Design Standards identified

in Section 1.2.1, State of Connecticut Building and Life Safety Codes, LEED Certification requirements, statutes, rules, regulations and ordinances, excluding zoning ordinances, set forth in Section 1.6, except to the extent expressly and specifically stated in detail in writing by Consultant at the time of such submission, and as otherwise required by this Contract. By submitting all the Construction Documents for construction contract purposes, the 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 the project using computer aided drafting software fully compatible with the AutoCAD release approved by the Department. After the Construction Documents are approved by the Department, and at a time specified by the Department, the Consultant shall submit drawings on CD ROM discs. All the services and materials called for by this paragraph shall be provided by the Consultant at no additional cost to the Department.

**12.3 Project Manual:** The Project Manual for each individual project shall include:

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

**12.3.2** 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.

**12.3.3** Technical Specifications prepared by the Consultant and the Consultant's Sub-consultants, which will be in full compliance with the University's program and Construction Budget, the design standards set forth in this Contract including, without limitation, the University's Planning and Design Standards identified in Section 1.2.1, all applicable laws, State of Connecticut Building and Life Safety Codes, LEED Certification requirements, statutes, rules, regulations and ordinances, excluding zoning ordinances, set forth in Section 1.6, and as otherwise required by this Contract.

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

**12.3.5** The Consultant will organize and coordinate the Bidding/Proposal Documents and deliver them to the Department for reproduction. Note that all Division 0 documents consist of the Department's standardized forms, which 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 Department's review and approval prior to preparing the final document.

**12.4 Cost Estimating:** When Construction Documents are 90% complete, Consultant shall update the estimate of Construction Cost for the project, taking into account:

**12.4.1** Changes in materials, systems, or details of construction, which have occurred during preparation of the Construction Documents;

**12.4.2** Known changes in the cost of materials, labor or services since the previous estimate of Construction Cost; and

**12.4.3** Adjustments for known or anticipated changes in the bidding market relative to the project.

**12.5 Presentations:** Consultant shall present the Construction Documents to the Department, and respond to questions. All presentation materials will be conveyed in a format acceptable to the Department for its use.

**12.6 Department's Comments:** Consultant shall 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% Construction Documents and meet with the Department, and/or its designated representatives. Consultant shall modify the Construction Documents to correct deficiencies and incorporate Department comments. Consultant shall identify any Department-requested design revisions, which require additional services.

**12.7 Approvals:** Consultant shall 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 State of Connecticut Building and Life Safety Codes, Consultant shall participate with the University's Third Party Structural Peer Reviewer. Consultant shall revise documents as necessary to obtain approval from authorities having jurisdiction.

**12.8 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 State of Connecticut Building and Life 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 State of Connecticut Building and Life 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.

**13. BIDDING OR NEGOTIATION PHASE.** Subject to the issuance of a Task Order which includes Bidding or Negotiation Phase Services for an individual project, and unless otherwise set forth in such Task Order, and provided the University elects to seek bids for the construction of the project, the Consultant will, as part of the design services to be rendered for the compensation set forth in the Task Order, include as much of its professional services as the University deems necessary for the well-being of the project and the efficient prosecution of the bidding process. The Department may instruct the Consultant to modify Construction Documents as necessary without additional compensation to comply with the Construction Budget and program.

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

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

In connection with or in addition to the above, the Consultant will provide the following as Bidding or Negotiation Phase Services:

**13.1 Prequalification of Contractors/Construction Managers:** The Consultant shall advise and assist the Department in evaluating submissions by contractors/construction managers seeking to be pre-qualified for the work of the project.

**13.2 Bidding/Proposal Documents:** The Consultant will organize and coordinate the Bidding/Proposal Documents and deliver them to the Department for reproduction. Note that all Division 0 and Division 1 Documents 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.

**13.3 Invitation to Bid/Propose:** The Consultant shall assist the Department in establishing the list of bidders/proposers and issuing the Invitation to Bid/Propose.

**13.4 Pre-Bid Proposal Conference and Walk Through:** The Consultant will 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.

**13.5 Addenda:** The Consultant shall 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. Consultant shall 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.

**13.6 Evaluation of Bids/Proposals:** The Consultant will attend the bid/proposal opening, evaluate bids/proposals, participate in reviews of bids/proposals, and make recommendations on award of contract(s) for construction of the project.

**13.7 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.

**14. CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT.** Subject to the issuance of a Task Order which includes Construction Phase Services for an individual project, and unless otherwise set forth in such Task Order, the Consultant shall perform the following services:

**14.1 General and Supplementary Conditions:** The Consultant shall provide administration of the contract for construction of the project 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.

**14.2 Interpretation of Documents:** The Consultant shall interpret the Contract Documents upon the written request of the Department or contractor/construction manager, or as provided in the Construction Documents and/or Contract Documents (as such term is defined in the contract for construction of the project), within 5 calendar days of any such request.

**14.3 Site Visits:** The Consultant shall visit the site of the project 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 (as defined in the Contract Documents). 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/construction manager is maintaining updated field record documents. The Consultant shall 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/construction manager or its subcontractors, known or which should have been known by the Consultant.

Each on-site construction inspection shall be conducted by an experienced, qualified representative of the Consultant and/or Sub-consultant 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 Consultant's and/or Sub-consultant's written summary of on-site observations and issues raised on each visit, including the progress and quality of the work. The Consultant and its Sub-consultants shall endeavor to guard the University against defects and deficiencies in the work.

**14.3.1** 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 Documents, including approved shop drawings and other submittals, and the project construction schedule.

**14.4 Access to the Work:** The Consultant shall at all times have access to the work wherever it is in preparation or progress.

**14.5 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.

**14.6 Construction Means and 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/construction manager's responsibility under the Contract Documents. The Consultant shall 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 Consultant shall not have control over or charge of acts or omissions of the contractor/construction manager, Subcontractors, or their agents or employees, or of any other persons performing portions of the work.

**14.7 Contractor's/Construction Manager's Application for Payment:** Based on the Consultant's observations and evaluations of the contractor's/construction manager's Applications for Payment, the Consultant shall review and certify the amounts due the contractor/construction manager. The Consultant shall, within seven days of receipt, process requisitions according to the Department's procedures.

**14.7.1** 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/construction manager'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 (as defined in the Contract Documents), 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/construction manager 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/construction manager's right to payment or (4) ascertained how or for what purpose the contractor/construction manager has used money previously paid on account of the contract sum.

**14.8 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/construction manager, its subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the work.

**14.9 Submittals:** The Consultant shall 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, except as otherwise set forth below in this Section 14.9.1, 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. Except as required under Section 14.9.1, 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 contractor/construction manager, all of which remain the responsibility of the contractor/construction manager 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. The shop drawing review process shall not be used by the Consultant to enhance or modify the design of the project.

**14.9.1** Although the Consultant, or its approved sub-consultant, is expected to perform all services required under a Task Order issued under this Contract, under certain circumstances, where necessary, appropriate, or as directed by the University, the Consultant will establish performance-based specifications, or otherwise delegate design/engineering responsibility to the contractor/construction manager for materials, systems and/or equipment components of an Assignment or Project. In such circumstances, the Consultant shall be responsible for reviewing the submittals of the contractor/construction manager that are associated with such materials, systems and/or equipment, and performing such investigation as is necessary to verify that the "submittal design basis" for such materials, systems and/or equipment is accurate, complete, and in accordance with the Contract Documents. For the



purposes of this Section 14.9.1, the term "submittal design basis" shall mean and include the calculations, details and information utilized in the preparation of the submittal to comply with the applicable performance specifications.

**14.10 Construction Changes:** If requested by the Department, the Consultant shall prepare Change Orders and Construction Change Directives (as such terms are defined in the Contract Documents), including 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, 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 (as such terms are defined in the Contract Documents).

**14.11 Substantial Completion:** When the contractor/construction manager asserts that the work or designated portions thereof is substantially complete, the Consultant shall review and amend the contractor's/construction manager's list of items to be completed or corrected, and conduct inspections to determine the date or dates of Substantial Completion for all portions of the project. The 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/construction manager relative to utilities, security, repair of damage to the work, etc.

**15. CONSTRUCTION PHASE- CLOSE OUT.**

**15.1 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.

**15.2 MEP Systems Descriptions:** Before the completion of construction, the Consultant shall provide, through its 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.

**15.3 HVAC Commissions:** Consultant will cooperate with contractor/construction manager and shall attend commissioning of mechanical systems, and prepare list of incomplete or defective work requiring remedial action by the contractor/construction manager.

**15.4 Final Completion:** Upon receiving the contractor's/construction manager'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/construction manager's compliance with all requirements of the Contract Documents.

**15.4.1 Final Certification:** The Consultant and Engineer responsible for each discipline (i.e. structural, fire protection, mechanical, soils, and electrical, plumbing, et al) 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 by the

Consultant to the University prior to Consultant's delivery of the final Certificate of Payment as provided for in Section 14.7 of this Contract.

**15.5 Archive Drawings and Archive Specifications:** The Consultant shall incorporate construction changes into the "CAD Archive drawings" and "Archive Specifications" or into such other media format approved by the Department. 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 or such other media format approved by the Department as specified in Section 6.4, one bound set of prints on archival mylar, one set of reproducible tracings, one bound Archive Specification, one unbound Archive Specification, and an electronic media version of all specifications prepared by the Consultant in a form acceptable to Department.

**15.5.1 CAD Archive Drawings and Archive Specifications** shall incorporate all applicable modifications issued by the Consultant during construction, and field changes recorded by the contractor/construction manager 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/construction manager to the Consultant for those purposes 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/construction manager. 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/construction manager. The CAD Archive drawings shall not be construed to be field-measured documents.

**15.5.2** The Consultant shall also deliver to the contractor, at time of award a set of project background drawings in AutoCad® or other media format acceptable to the Department solely for the contractor's use in preparation of shop drawings.

**15.6 Warranty Inspection:** The Consultant shall provide services in conjunction with an inspection, approximately 10 months from the date of Substantial Completion. Visual inspection shall be made with the Department and contractor /construction manager to determine whether correction of work is required in accordance with provisions of the Contract Documents.

## **16. THE UNIVERSITY'S RESPONSIBILITIES.**

**16.1 Project Requirements:** The Department will provide full information including all available drawings regarding requirements for the individual 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.

**16.2 Construction Budget:** The Department will establish a construction budget for the project.

**16.3 Department's Representative:** The representative authorized to act on the Department's behalf with respect to a Project shall be the Project Manager. The Project Manager 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.

**16.4 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.

**16.5 Department-provided Services:** When required for the Project, the Department will provide the following:

**16.5.1 Surveys:** Surveys of the site of the Project as mutually agreed upon with the Consultant, and the Consultant is entitled to rely on the accuracy of such surveys.

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

**16.5.3 Testing:** Structural, mechanical, chemical, air and water pollution tests for hazardous materials and other laboratory and environmental tests, inspections, and reports required by law.

**16.5.4 Hazardous Materials/Industrial Hygiene:** Services relating to asbestos, lead and hazardous or toxic waste removal, including but not limited to, the services of experts and industrial specialists for the determination of the nature of the products/materials and for performing any work involving such asbestos, lead or other hazardous or toxic materials including hazardous material surveys and hazardous material abatement bidding documents and hazardous material removal.

**16.6 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.

## **17. CONSTRUCTION COST.**

**17.1 Definition:** The term "Construction Cost" in regard to a particular Project (which shall be determined and approved by the University), shall mean and include the total cost to the University of all elements of the Project designed or specified by the Consultant. The Construction Cost will include: (1) all construction work, (2) the connection of all existing utilities and related services, and (3) any other costs directly chargeable to the proper functioning of the building(s) which is a part of the Project, with the exception of the furnishing of equipment other than that which is usually built in as a component part of such building.

**17.1.1** 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 of the Project.

**17.1.2** 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.

**18. CONSTRUCTION BUDGET.** A Construction Budget, as regards an individual Project, is the budget for the Project which is established by the University. 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.

**18.1 Responsibility for Construction Cost:** Evaluation of the University's Construction Budget and the preparation of estimates of Construction Cost 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/construction manager's methods of determining bid/proposal prices, or over competitive bidding, market or negotiating conditions.

**18.1.1** If the University changes the mutually agreed upon individual Project program, the Consultant shall inform the Department of the cost implications of such changes to the project.

**18.2 Net Construction Budget:** The Net Construction Budget referred to in the form of Task Order attached hereto as **Schedule D** shall mean the Construction Budget net of (as applicable) general conditions, insurance, bonds, construction manager's fee, overhead and profit, and contractor's, construction manager's, or owner's contingency.

**19. 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.

**19.1 University's Access and Examination of Records:** 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.

**19.2 Record Retention:** The Consultant further agrees that it shall keep all records relating to this Contract until the expiration of eight (8) years after the latter of (i) the expiration of the On-Call Term; (ii) delivery of final payment to Consultant for services under this Contract; or (iii) six (6) months after settlement of any disputes under this Contract.

**19.3 Right to Audit:** The Consultant further agrees that it and its Subcontractors or Sub-consultants 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.

**20. RESOLUTION OF DISPUTES.**

**20.1 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.

**20.1.1** 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.

**20.1.2** 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.

**20.1.3** 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.

**20.1.4** 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.

**20.1.5** 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.

**20.2 Arbitration or Litigation of Claims:** Any dispute 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.

**20.2.1** 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.

**20.2.2** 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.

**20.2.3** 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.

## **21. MISCELLANEOUS PROVISIONS.**

**21.1 Connecticut Sales and Use Tax:** The University of Connecticut is a tax-exempt institution. The Consultant and its Sub-consultants 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.

**21.2 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.

**22. OWNERSHIP OF WORK.** It is mutually agreed and understood that all finished and unfinished documentation prepared pursuant to this Contract will become the exclusive property of the University, and that the University will have the right to immediate possession and use thereof. The University agrees that all such documentation is not to be altered by others and is to be used only in conjunction with the project for which it was prepared unless written consent is obtained from the Consultant. Such consent will not be withheld provided the University agrees that upon any alterations of the Consultant's documents by others, or upon reuse of the documents for any other project, the Consultant will be relieved by the University of any and all responsibility arising out of such alterations or reuse or in connection therewith. The provisions of this Section will survive the termination of this Contract and will thereafter remain in full force and effect.

**23. NONPERFORMANCE.** If the Consultant fails to fulfill or complete its services in a timely and adequate manner, the University reserves the right to withhold monetary payments to the Consultant otherwise due under this Contract (including, without limitation, under a Task Order other than the Task Order under which such failure occurred) until such time as the work is brought up to date in an adequate manner. The amount withheld will be determined by the Director. If the University is harmed by the Consultant's nonperformance, the University will be granted fair and equitable compensation by the Consultant as determined by the Director. The University has the right for inspection on demand of the Consultant's products. The University will accept only those products and services that comply with the Applicable Laws and Standards and the requirements of this Contract. Payment by the University for any services under this Contract shall not be deemed acceptance of products or services inconsistent with the foregoing.

**24. INSURANCE.** The Consultant, for so long as any Task Order is outstanding hereunder, must carry insurance to protect the interests of the University and the State of Connecticut. The Consultant must obtain statutory workers' compensation and employers' liability insurance, comprehensive automobile liability insurance, commercial general liability insurance, umbrella liability insurance and professional services liability insurance to not less than the minimum limits as required in this Section, all at no cost to the University and the State of Connecticut.

1. Statutory Workers' Compensation and Employers' Liability:
  - a. Workers' Compensation: Statutory limits
  - b. Employers' Liability:
    - Bodily injury by accident: \$100,000 each accident
    - Bodily injury by illness: \$100,000 each employee
    - \$500,000 policy limit
2. Commercial General Liability:
  - Combined single limit: \$1,000,000 each occurrence
  - \$2,000,000 annual aggregate
3. Comprehensive Automobile Liability (to include owned, non-owned, and hired vehicles):
  - Combined single limit: \$1,000,000 each occurrence
4. Umbrella Liability: \$5,000,000 each occurrence following form

5. Professional Services Liability Insurance. The Consultant will furnish evidence, by way of a Certificate of Insurance, that it has obtained a professional services liability insurance policy with \$2,000,000.00 minimum coverage for negligent errors and omissions or such higher amount as is required by the University for a particular

Assignment or Project. If any claims are made against its professional services liability insurance policy, the Consultant agrees to purchase additional insurance in order to maintain the minimum coverage of \$2,000,000.00. The insurance will remain in effect during the entire duration of this Contract and for eight (8) years after substantial completion of each individual project under this Contract. For policies written on a "Claims Made" basis, the Consultant agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. The Consultant will contractually require any architectural or engineering firm it hires to maintain professional liability insurance in the same amount and with the same provisions indicated above. The Consultant's policy will provide coverage for the Consultant's obligation under Article 31 of this Contract to indemnify and hold harmless the University and the State, and their employees and agents, from claims, liabilities, demands, damages, costs or expenses (including all reasonable attorney's fees) to the extent caused by or resulting from negligence and errors and omissions in the work performed by the Consultant under the terms of this Contract.

All required insurance policies will be issued by an insurance company or companies satisfactory to the University and will contain a provision that coverages will not be changed, cancelled, or non-renewed until at least thirty (30) calendar days prior written notice has been given to the University. Each insurance policy will state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance. Such insurance policies will name the State of Connecticut, the University of Connecticut, their officers, officials, employees, agents, boards and commissions as additional insured, except that the University and the State of Connecticut will not be named as an additional insured with respect to the coverage for the statutory workers' compensation and employers' liability insurance and to the coverage for professional liability insurance. Certificates of insurance showing such coverages as required in this Section 24 will be filed with the University prior to the time this Contract is executed on behalf of the University.

**25. SUSPENSION OF THE WORK.**

**25.1** The University, at any time, may suspend all or any part of the services of the Consultant with respect to this Contract or any individual project which is the subject of a Task Order. In such event, the Consultant will be given three (3) days' notice of such suspension in writing in accordance with Article 35. The mailing of such notice will preclude any claim on the part of the Consultant as to failure to receive notice of such suspension.

**25.2** In the event of suspension by the University as noted above, the Consultant will be entitled to such compensation as the University will deem reasonable.

**25.3** Should the University reactivate any assigned services covered by a Task Order under this Contract, in whole or in part, within one year from the time the services were suspended, any fees paid to the Consultant pursuant to this Contract and such Task Order will be applied as payment on the fees for the services as set forth in this Contract and the Task Order at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year, the Consultant and the University may renegotiate the fees for the services based on current conditions or either may unilaterally elect to terminate the remaining services.

**25.4** In the event the University decides to suspend any services under this Contract, the University will become entitled, after payment of outstanding fees, to all finished and unfinished documents prepared pursuant to this Contract.

**25.5** If the Consultant should be unwilling or unable to perform the services required by a Task Order issued under this Contract at the time the University desires to reactivate the services after a period of suspension, then all finished or unfinished documents prepared pursuant to this Contract will become the property of the University and the University will have the right to immediate possession and use thereof.

**26. TERMINATION OF CONTRACT.**

**26.1** The Director may terminate this Contract and the Department may terminate any Task Order issued hereunder, whenever the Director or the Department, as applicable, determines in his/her/its sole discretion that such termination is in the best interest of the University. This Contract or any Task Order issued hereunder may be terminated in whole or in part at any time, either for the University's convenience or as a result of the failure of the Consultant to fulfill its Contract obligations, by delivery to the Consultant of a written notice of termination. The notice of termination will be sent in accordance with Article 35. Upon receipt of such notice, the Consultant will 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 Consultant in performing its duties under this Contract, whether completed or in progress. All such documents, information, and materials will become the property of the University.

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

**26.3** If the termination is for reason of failure of the Consultant to fulfill its Contract obligations, the University may take over the work and prosecute the same to completion by contract or otherwise. In such event, the Consultant will be liable to the University for any reasonable, additional costs assessed to the University.

**26.4** If after notice of termination for failure of the Consultant to fulfill its Contract obligations it is determined that the Consultant had not so failed, the termination will be deemed to have been effected for the convenience of the University. In such event, the Consultant will be entitled to reasonable compensation provided in Section 26.2 of this Article 26.

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

**26.6** The rights and remedies of the parties provided in this Article 26 are in addition to, and shall not be construed to be in lieu of, any other rights and remedies provided by law or under this Contract.

**27. SUCCESSORS AND ASSIGNS.** The Consultant will not assign, sublet, or transfer any rights under or interest in this Contract without the written consent of the University. No assignment will release or discharge the Consultant from any duty or responsibility under this Contract. The Consultant will be responsible to the University for acts and omissions of its own employees, any of its service providers and Sub-consultants and their respective employees.

**28. FORCE MAJEURE.** If the performance of obligations under this Contract or under any Task Order issued for an individual project is rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Consultant, then each party's obligations to the other under this Contract or the Task Order for the individual project, as applicable, shall be excused and neither party shall have any liability to the other under or in connection with this Contract. Irrespective of the occurrence of



any of the foregoing events or circumstances, the Consultant will take reasonable measures to mitigate any damage caused thereby.

**29. WAIVERS.** All conditions, covenants, duties, and obligations contained in this Contract can be waived only by written agreement executed by all parties. Forbearance or indulgence in any form or manner by a party will not be construed as a waiver, nor in any way limit the legal and/or equitable remedies available to that party.

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

**31. INDEMNIFICATION.** To the maximum extent allowed by law, the Consultant will indemnify and hold harmless the University and the State of Connecticut, their employees and agents, from any and all claims, liabilities, demands, damages, costs or expenses (including all reasonable attorneys' fees) to the extent caused by or resulting from any negligent act or omission of, willful misconduct, breach of the Contract or breach of warranty by, or fault of, the Consultant or anyone for whom the Consultant is responsible in the performance of the Contract. This indemnification will survive the completion of each individual project and termination of this Contract to the maximum extent allowed by law. Nothing in this paragraph will be construed as obligating the Consultant 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. Each party to the Contract assumes full responsibility for any liabilities, claims, demands (including costs and expenses) that may be made by anyone for injuries, including death, to persons or damages to property, resulting from the acts or omissions of the party, its employees or servants.

**32. CONFIDENTIALITY OF DOCUMENTS.**

**32.1** The Consultant agrees on behalf of the Consultant and the Consultant's principals, employees, agents, heirs, successors and assigns that they will only utilize drawings, specifications, maps, reports, records or other documents to the extent necessary for the performance of the Consultant's work and duties under this Contract. This limitation on use applies to those items produced by the Consultant, as well as to those items received by the Consultant from the University or others in connection with the Consultant's work and duties under this Contract.

**32.2** The Consultant further agrees that said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this Contract, or as required under the Connecticut Freedom of Information Act. No other disclosure will be permitted without the prior written consent of the University.

**32.3** The Consultant further agrees that the following provision will be included in its contracts with Sub-consultants:

Any and all drawings, specifications, maps, reports, records or other documents associated with the contract work will only be utilized to the extent necessary for the performance of the work and duties under this contract. Said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract, or as required under the Connecticut Freedom of Information Act. No other disclosure will be permitted

without the prior written consent of the University. When any such drawings, specifications, maps, reports, records or other documents are no longer needed, they will be destroyed.

**33. REPRESENTATIONS OF PROJECT.** The Consultant is hereby specifically cautioned that, unless specifically authorized in writing by the University's Vice President of Communications, on a case by case basis, the Consultant will have no right to use, and will 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.

**34. THIRD PARTIES.** Nothing contained in this Contract will 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 Contract.

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

If to the University\* **Capital Project and Contract Administration, University of Connecticut, 3 Discovery Drive, Unit 6076, Storrs, Connecticut 06269-6076.**

If to the Consultant \* \_\_\_\_\_.

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

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

**37. AMENDMENTS TO CONTRACT.** Any changes to this Contract will only be made by written Amendment executed by both parties, and approved by the Office of the Attorney General, to the extent required.

**38. 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.

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

**40. COMPLIANCE WITH LAW, CODES.** In performing its obligations under this Contract, the Consultant shall comply with all applicable statutes, laws, ordinances, regulations, codes, rules or orders of, or issued by, any governmental body having jurisdiction over the services, the project, location of the project, or the Contract.

**41. 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.

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

**43. NONDISCRIMINATION AND EXECUTIVE ORDERS.**

**43.1** References in this section to "Contract" shall mean this Contract and references to "Contractor" shall mean the Consultant.

- (a) For purposes of this Section, the following terms are defined as follows: 1) "Commission" means the Commission on Human Rights and Opportunities; 2) "Contract" and "contract" include any extension or modification of the Contract or contract; 3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; 4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; 5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; 6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; 7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; 8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; 9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. § 32-9n; and 10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms “Contract” and “contract” do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Contractor’s commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.
- (c) Determination of the Contractor’s good faith efforts shall include, but shall not be limited to, the following factors: The Contractor’s employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in

every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56 as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of the Contract and as they may be adopted or amended from time to time during the term of the Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

**43.2** This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of

Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Consultant's request, the University shall provide a copy of these orders to the Consultant.

**44. CAMPAIGN CONTRIBUTION RESTRICTIONS:** For all State contracts as defined in Section 9-612 of the Connecticut General Statutes having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice (SEEC Form 11):

*SEEC FORM 11 CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION (Rev.7/18)*

**Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations**

This notice is provided under the authority of Connecticut General Statutes §9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

*CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS*

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

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi- public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly solicit contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

*DUTY TO INFORM*

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

*PENALTIES FOR VIOLATIONS*

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

Civil penalties —Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties —Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

## CONTRACT CONSEQUENCES

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

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/see](http://www.ct.gov/see). Click on the link to "Lobbyist/Contractor Limitations."

## DEFINITIONS

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

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

"Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee.

"State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

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

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

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

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

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state

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

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

**45. LARGE STATE GOVERNMENT CONTRACTS.** If the Consultant is a large state Contractor, the Consultant will comply with the provisions of Section 4-61dd of the Connecticut General Statutes, as may be revised.

**45.1** "Large state Contract" and "Large state Contractor" will have the same meanings as set forth in Section 4-61dd(g) of the Connecticut General Statutes, as may be revised.

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

**45.3** Each large state Contractor will post a notice of the provisions of Section 4-61dd relating to large state Contractors in a conspicuous place that is readily available for viewing by the employees of the Contractor.

**46. BACKGROUND CHECK.** The Consultant warrants that it will not assign any employee, independent contractor or agent to perform services under this Contract unless that employee, independent contractor or agent has completed a background check and is deemed suitable by the Consultant for performing such services on a college campus attended and inhabited by students. The background check must minimally include criminal conviction information for the past seven years, a check of the national and state sex offender registries and a social security number verification. In conducting such background check, the Consultant shall comply with all applicable federal and state laws. All fees associated with the background checks shall be the responsibility of the Consultant. The Consultant shall immediately remove any employee, independent contractor or agent performing services under this Contract on campus: (i) if it becomes known to the Consultant that such person may be a danger to the health or safety of the campus community, or (ii) at the request of the University based on a concern of community or individual safety.

Without limiting the obligations of the Consultant under Article 22 of this Contract, the Consultant shall defend, indemnify and hold harmless the state of Connecticut, the University of Connecticut and all of their employees, agents and/or assigns for any claims, suits or proceedings resulting from a breach of the foregoing warranty and/or that are caused in whole or in part by the actions or omissions of the Consultant, its employees, or other persons that the Consultant causes to be on the campus.



**47. 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"). Consultant 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 the Consultant is required to comply with the same pursuant to this section.

The Consultant agrees to comply with the "Principal Expectations" described in the Vendor Code of Conduct. The Consultant 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 the Consultant to the University in writing. Any such commitment or representation is hereby incorporated herein by reference. The Consultant agrees to provide the University with such evidence of Consultant'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 the Consultant's corporate social and environmental practices.

**48. 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.

**49. UNIVERSITY POLICIES.** The Consultant shall, at no additional cost to the University, comply with all policies and procedures of the University. 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 issuance of this Contract, or makes modifications to policies or procedures in existence at the time of such issuance, the Consultant shall comply with such new or modified policies or procedures upon written notice.

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

**51. 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 Agreement had been delivered.

**52. ENTIRE AGREEMENT.** No prior stipulation, agreement or understanding, verbal or otherwise, of the parties hereto, their agents or legal representatives will be valid or enforceable unless embodied in the provisions of this Contract, including without limitations, all Task Orders issued under this Contract.

**IN WITNESS WHEREOF,** the University, acting herein by its Executive Vice President for Administration and Chief Financial Officer, under the provisions of Sections 10a-109(a) to 10a-109(y) inclusive, of the Connecticut General Statutes, as revised, and the Consultant have executed this Contract.

**University of Connecticut**

By: \_\_\_\_\_  
Scott A. Jordan  
Its Executive VP for Administration & CFO  
Statutory Authority  
C.G.S. Section 10-109a to 10a-109y

Date Signed: \_\_\_\_\_

**Consultant:**

By: \_\_\_\_\_

Its \_\_\_\_\_, Duly Authorized

Date signed: \_\_\_\_\_

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**Schedule A**  
**Scope of Services**

[to be inserted]

**Schedule B**  
**Form of Professional Services Invoice**

[to be inserted]

**Schedule C**  
**Hourly Rates**

[to be inserted]

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**Schedule D**

**Task Order Form**

Date: [\_\_\_\_\_]

[\_\_\_\_\_]

RE: **Contract for On-Call Consultant Services** – [\_\_\_\_\_] **Contract #:** [\_\_\_\_\_] **Project/Assignment Name:** [\_\_\_\_\_] **Project / Work Order No:** [\_\_\_\_\_] **P. O. No:** [\_\_\_\_\_] **Task Order: #**[\_\_\_\_\_]

Dear [\_\_\_\_\_]:

In accordance with above referenced On-Call Contract and Project/Assignment (the “Contract”), the University of Connecticut wishes to obtain [\_\_\_\_\_] services associated with the above referenced Project/Assignment.

**Scope of Services & Schedule:**

The Consultant shall perform the services described in Exhibit A attached to this Task Order (the “Task Order Services”). Unless expressly excluded in Section 2 of the Scope of Services on such Exhibit A, Task Order Services shall include all of the services described in the Contract that are applicable to or attendant to the Task Order Services. All Task Order Services shall be performed in accordance with, without limitation, the Schedule of Services described in Exhibit A and with the then-current University of Connecticut Planning and Design Standards.

**Terms and Conditions:**

Execution of this Task Order by the University and the Consultant shall make this Task Order and the Task Order Services to be provided hereunder a part of, and subject to, all of the terms and conditions of the Contract, all of which are fully incorporated herein by this reference (including, without limitation, all mandatory State contracting provisions). In the event that the terms and conditions of this Task Order (including Exhibits A and B hereto) are inconsistent with any provision of the Contract, the terms and conditions of the Contract shall control and take precedence, provided that any services explicitly excluded under Section 2 of the Scope of Services attached as Exhibit A shall be excluded from the Task Order Services notwithstanding anything to the contrary in the Contract.

To the extent that an additional attachment is added to this Task Order for the purposes of describing the services to be provided hereunder, the content of such attachment shall be only applicable to, and incorporated into, the Contract to the extent that such attachment describes the scope of the services to be performed under this Task Order.

**EXHIBIT A**

**DESCRIPTION & SCHEDULE OF TASK ORDER SERVICES:**

**Scope of Services:**

1. The following are included in the Task Order Services, in addition to any Services included in the Contract:
  
2. The following services contemplated in the Contract are excluded from the Task Order Services:

**Schedule of Services:**

1. Commencement of Services.
  - The Consultant shall commence the Task Order Services no later than three (3) business days of the Consultant's electronic receipt of the fully executed Task Order from the University and the associated University Purchase Order.
  - The Consultant shall commence the Task Order Services on the date specified in a Notice to Proceed issued by the University to the Consultant.
2. Completion of Services.

The Consultant shall perform the Task Order Services in accordance with the Contract and following the schedule below and shall complete the Task Order Services no later than: **(select one and complete as applicable, delete the remaining not applicable)**

- the date of \_\_\_\_\_, 20\_\_.
- \_\_\_ days after the effective date of this Task Order.
- \_\_\_ days after the issuance of a Notice to Proceed ("NTP").
- as follows:
  - A. Initiating Phase ("IP"): \_\_\_\_\_ days after the issuance of a Notice to Proceed. (Section 9 of Contract)
  - B. Schematic Design Phase ("SD"): \_\_\_\_\_ days after the issuance of a Notice to Proceed. (Section 10 of Contract)
  - C. Design Development Phase ("DD"): \_\_\_\_\_ days after the issuance of a Notice to Proceed. (Section 11 of Contract)

- D. Construction Documents Phase (“CD”): \_\_\_\_\_ days after the issuance of a Notice to Proceed. (Section 12 of Contract)
- E. Bidding/Negotiation Phase: \_\_\_\_\_ days after the issuance of a Notice to Proceed. (Section 13 of Contract)
- F. Construction and Close-out Phase: \_\_\_\_\_ days after the issuance of a Notice to Proceed. (Sections 14 and 15 of Contract)

\_\_\_\_\_ Other: \_\_\_\_\_

**EXHIBIT B**

**CONTRACT PRICE:**

The price to be paid to the Consultant for the performance of the Task Order Services shall be based on: **(Fill in 1, 2 or 3 and delete the rest):**

1. The lump sum fee of \_\_\_\_\_ (\$\_\_\_\_\_.00.)  
(Printed fee)
2. A fee based on time spent at Consultant’s Hourly Rates (as defined in the Contract) up to a total agreed maximum fee of \_\_\_\_\_ (\$\_\_\_\_\_.00.)  
(Printed fee)
3. A fixed fee for the applicable Phases as follows **[select and complete as authorized]:**
  - Schematic Design Phase: 15% of \_\_\_\_\_% of the Net Construction Budget. In no event shall the Consultant be entitled to a maximum total fee for the Schematic Design Phase that exceeds 15% of \_\_\_\_\_% of the Base Construction Cost. If the Consultant receives a maximum total fee for the Schematic Design Phase services that exceeds 15% of \_\_\_\_\_% of the Base Construction Cost, the University shall be entitled to a credit in the amount of such excess against future payments due to the Consultant under the Contract except in the case where the University declines to authorize any other phases under the Contract;
  - Design Development Phase: 18% of \_\_\_\_\_% of the Base Construction Cost;
  - Construction Documents Phase: 35% of \_\_\_\_\_% of the Base Construction Cost;
  - Bidding/Proposal or Negotiation Phase: 2% of \_\_\_\_\_% of the Base Construction Cost;
  - Construction and Close-out Phase: 30% of \_\_\_\_\_% of the Base Construction Cost.

The Consultant shall acknowledge and agree to the terms and conditions set forth in this Task Order by signature hereon of a duly authorized Principal of the Consultant and return of the signed Task Order to the University by electronic mail to the following email address: elaine.dumas@uconn.edu.

The University Contact for this Task Order is: [\_\_\_\_\_] and can be reached at 860-486-[\_\_\_\_]

**CONSULTANT**

**UNIVERSITY OF CONNECTICUT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Matthew Larson, Director of Procurement  
Services

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

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