STATE OF CONNECTICUT
UNIVERSITY OF CONNECTICUT

CONTRACT FOR ON-CALL CONSULTANT SERVICES

PLAN CHECKING

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. <u>GENERAL</u>.

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.

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

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

"Contract Term" shall mean and include the term of this Contract as set forth in Section 2.

"Department" shall mean, in respect to a Task Order, the University's Department of Architectural, Engineering and Building Services, Office of University Planning, or other Department identified in the Task Order, or in the case of a University of Connecticut Health Center ("UCHC") Project, the UCHC 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 of Architecture, Engineering and Building Services or the Master Planner and Chief Architect; and (ii) in respect to a Task Order issued by UCHC, its Associate Vice President of Facilities Development & Operations, or his/her designee.

"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 UCHC 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.

"Task Order" shall mean a written agreement in the form attached hereto as Schedule C (as such form may be modified from time to time in the discretion of the University) which amends this Contract to include particular services to be performed by the Consultant under this Contract and the specific terms and conditions applicable to the performance of such services, all as set forth in the Task Order.

"UCHC" shall mean the University of Connecticut Health Center.

1.2 Standards of Performance: 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 standards and practices of 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 the Contract will be in accordance with the standards and practices of their respective professions. 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 ethics 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 perform all services under this Contract in compliance with all applicable provisions of the University of Connecticut Planning and Design Standards. 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 documents as necessary, without additional compensation, to comply with the University of Connecticut Planning and Design Standards.

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

1.2.3 Cooperation with Other Consultants: The Consultant agrees that it will work cooperatively with and provide appropriate assistance to other consultants that will be assigned to the 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: 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.

1.5.1.1 Although, from time to time, there may be instances that, due to the Consultant's existing workload, the Consultant may need to decline to submit a response to a particular request for a proposal, it is the expectation of the University that the Consultant will submit responses to requests for proposals issued by the University to the Consultant. Should the Consultant repeatedly fail to respond timely to requests for proposals, or repeatedly decline to submit responses to requests for proposals, the Consultant will be subject to termination by the University, in the University's discretion. This subsection 1.5.1.1 is not intended to limit the University's rights to terminate this Contract pursuant to Article 17.

1.5.2 Task Orders: 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. 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 Task Order within five (5) business days (or such other period of time as specified by the University) after receipt of such Task Order from the University. Upon the execution of a Task Order by the University and the Consultant, all of its terms, conditions and provisions shall be deemed to be incorporated in, and a part of, this Contract as if fully set forth herein. If, subsequent to the issuance of a Task Order hereunder (the "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 to reflect such changes. Such subsequent 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, 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. 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 compliance with all applicable laws, State of Connecticut Building and Life Safety Codes, LEED Certification requirements, statutes, rules, regulations and ordinances, excluding zoning ordinances, applicable to the Project or Assignment and 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 (including any Task Order issued hereunder) are discovered in connection with the drawings, specifications, sketches, other Construction Documents or information and other documents and information prepared or provided by the Consultant, the Consultant, immediately upon awareness of the same, notify the University and, to the extent associated with the documents and/or information provided by the Consultant, will take all necessary steps to correct any such defects, deficiencies, errors, omissions, lack of coordination or non-compliance in such documents and/or information 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 the Consultant's a deviation from the applicable standards, design and otherwise, 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 documents 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: (1) identify and research all laws, State of Connecticut Building and Life Safety Codes, LEED Certification requirements, statutes, rules, regulations, codes and ordinances, excluding zoning ordinances, applicable to the Project or Assignment, (2) perform all services in compliance therewith, and (3) ensure, represent, covenant and warrant that the documents, information and submittals provided by the Consultant 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. If requested by the University, 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 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.

1.9 Sub-consultants: Should the Consultant require the services of any sub-consultant at any time during the Contract Term, 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. If applicable, 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 project administration services necessary to facilitate the orderly progress of each Project or Assignment as relates to the services to be performed by the Consultant pursuant to a Task Order, 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.

2. <u>CONTRACT TERM</u>. The term of this Contract will be from _____ through _____, 20___. No Task Orders will be issued after the expiration of the Contract Term. If the services being performed by Consultant under this Contract remain incomplete upon the date of expiration of the Contract Term, this Contract shall remain in full force and effect for the purpose of the completion of such services. The term of this Contract may be extended by Amendment in accordance with Article 28.

3. <u>FEES AND PAYMENTS</u>.

3.1 Maximum Cumulative Fees: The maximum total cumulative fee to be paid to the Consultant for all services performed under this Contract throughout the Contract Term will not exceed _____**and 00/100 Dollars ($_____),** unless modified by an

Amendment to this Contract in accordance with Article 28. This statement of maximum cumulative fee shall not be interpreted as a 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 Task Orders so as to exhaust this maximum cumulative fee amount.

3.2 Fees for Services: 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 select one of the following as the "basis for compensation" for services to be performed by Consultant under this Contract for a particular Project or Assignment: (i) a lump sum fixed fee; or (ii) a fee based on time spent at Consultant's Hourly Rates up to an agreed maximum aggregate fee.

3.2.1 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 or correction of any improperly performed work or services. 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 D.** 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 hourly rates shall be the Consultant's Hourly Rates set forth on **Schedule B**.

Consultant's Hourly Rates shall be all inclusive prices per hour and include, but are not limited to, base salary, fringe and other benefits, insurance, taxes, miscellaneous personnel expenses, meals, travel, travel time, training, holidays, sickness, medical, lost time, general and corporate supervision and management expenses, overhead and profit, legal costs, consumables, accounting costs, 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 Consultant's Hourly Rates shall remain in effect for the duration of the Contract**.** The University will not pay or reimburse the Consultant for any costs or expenses that are not included in the Consultant's Hourly Rate.

3.5.1 General Letter No. 97-1 and Consultant's Certification: The Consultant certifies that Consultant's Hourly Rates are all inclusive hourly rates (as described in this Section 3.5 above) that have been determined in accordance with the provisions set forth in the Office of Policy and Management ("OPM") General Letter No. 97-1 dated November 21, 1996, which letter is incorporated herein by reference and made a part hereof as though fully set forth herein. The Consultant's Hourly Rates shall not exceed a reasonable rate 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, Consultant's 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 Maximum Total Fee Adjustments for Additional or Special Services: No changes or adjustments will be made in the maximum cumulative total fee set forth in Section 3.1 as a result of the performance of Additional Services (described in Section 3.6.2) or Special Services (described in Section 3.6.3) unless the Director has authorized in writing the change or adjustment in fee in accordance with Article 28.

3.6.2 Additional Services: Additional Services are those services that do not constitute Basic Services or Special 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 will provide services as requested by the University and identified in Task Orders issued under this Contract which services shall include, without limitation the services described on **Schedule A**. Consultant shall perform all such services in accordance with all of the terms and

conditions of the Task Orders and this Contract. All services will be performed under the direction of the Project Manager.

5. <u>SCHEDULE</u>. Consultant shall perform the services for each Project or Assignment expeditiously, within the Contract Term 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 Time of the Essence: The Consultant acknowledges that TIME IS OF THE ESSENCE for completion of its services under each Task Order unless it is explicitly stated in such Task Order that time will not be of the essence as to particular identified services. 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 Schedule identified above will not be exceeded by the Consultant, except for reasonable cause. "Reasonable cause" shall mean and include circumstances arising after the issuance of a Task Order that (i) are outside of the control of the Consultant; (ii) could not have been reasonably anticipated by the Consultant at the time of the issuance of the applicable Task Order; and (iii) are due to no fault of the Consultant, such that an adjustment in the Schedule of Services is warranted as determined by the University in its reasonable discretion.

6. <u>REQUIRED DOCUMENTS</u>.

6.1 Material Submissions: Unless otherwise set forth in the Task Order for a particular Project, the Consultant will submit to the University, as applicable, the deliverables described on **Schedule A** for review and approval. It is understood that no review and/or approval by the University of any documents submitted by the Consultant at any phase or stage will relieve the Consultant of any responsibility arising out of the University's reliance on the Consultant's professional skill and ability to discharge the services performed under this Contract. Any documents provided by the Consultant will be in full compliance with the standards set forth in this Contract including, without limitation, as applicable, the University 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 1.8, and, as otherwise required by this Contract or the applicable Task Order.

6.2 Instruments of Service: Subject to the rights of the University under Article 13, the Consultant and the Consultant's sub-consultants will each be deemed the author of those documents (including those in electronic form) prepared by it in connection with a Project.

7. <u>CONSULTANT'S SERVICES</u>.

7.1 General Services:

7.1.1 <u>Basic Services</u>: Basic Services under any Task Order issued under this Contract will include the services described in the Task Order along with such other services attendant thereto as are described in this Contract including, without limitation, the services described in **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.

All services of the Consultant and its Sub-consultants will be performed according to generally accepted standards of professional practice and care as defined by Connecticut law and the standards set forth in this Contract including without limitation, as applicable, the University of Connecticut Planning and Design Standards.

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.

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

7.1.4 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.

8. [Intentionally Omitted]

9. THE UNIVERSITY'S RESPONSIBILITIES.

9.1 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.

9.2 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.

10. 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.

10.1 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.

10.2 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 Contract 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.

10.3 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.

11. RESOLUTION OF DISPUTES.

11.1 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.

11.1.1 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.

11.1.2 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.

11.1.3 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.

11.1.4 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.

11.1.5 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 errors or deficiencies or any other alleged wrongful acts by the Consultant.

11.2 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.

11.2.1 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.

11.2.2 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.

11.2.3 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 errors or deficiencies, or any other alleged wrongful acts by the Consultant.

12. MISCELLANEOUS PROVISIONS.

12.1 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.

12.2 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.

13. OWNERSHIP OF WORK.

13.1 Ownership: 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 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 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 and Assignment, which will conform to the requirements of this Section 13. 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.

13.2 Alteration: The University agrees that the documentation referred to in Section 13.1 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 University will not hold the Consultant responsible for liabilities 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.

14. NONPERFORMANCE. If the Consultant does not fulfill or complete its services in a timely and adequate manner, the University reserves the right to withhold monetary payments to the Consultant 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 that meet reasonable professional standards.

15. INSURANCE. The Consultant for the duration of this Contract, including any extension of the original Contract Term, must carry insurance to protect the interests of the University and the State of Connecticut. The Consultant must obtain statutory workers' compensation and employers' liability insurance, comprehensive automobile liability insurance, commercial general liability insurance, and umbrella liability insurance in 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:	$2,000,000 each occurrence
	following form

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 15 will be filed with the University prior to the time this Contract is executed on behalf of the University.

16. SUSPENSION OF THE WORK.

16.1 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 26. The mailing of such notice will preclude any claim on the part of the Consultant as to failure to receive notice of such suspension.

16.2 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.

16.3 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.

16.4 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.

16.5 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.

17. TERMINATION OF CONTRACT.

17.1 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 26. 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.

17.2 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.

17.3 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.

17.4 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 17.2 of this Article 17.

17.5 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.

17.6 The rights and remedies of the parties provided in this Article 17 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.

18. 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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **CONFIDENTIALITY OF DOCUMENTS.**

25.1 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.

23.2 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.

23.3 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.

24. 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.

25. 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.

26. 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 North Hillside Road, Unit 6047, Storrs, Connecticut 06269-6047.

If to the Consultant *

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

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. NONDISCRIMINATION AND EXECUTIVE ORDERS.

34.1 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: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and “contract” include any extension or modification of the Contract or contract; (iii) "Contractor" and “contractor” include any successors or assigns of the Contractor or contractor; (iv) "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; (v) “good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "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; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "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; (ix) "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 Connecticut General Statutes § 32-9n; and (x) "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, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, 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 Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; 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 Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works 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 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 Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this 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 Connecticut General Statutes § 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 Connecticut General Statutes § 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 Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

34.2 This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth herein. At the Consultant’s request, the University will provide a copy of these orders to the Consultant.

The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

35. <u>CAMPAIGN CONTRIBUTION RESTRICTIONS</u>. For all State contracts as defined in P.A. 10-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this 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) below.

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

SEEC FORM 11
CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
Rev. 1/11

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(g)(2), as amended by P.A. 10-1, 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 resulting 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/seec. 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 fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"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.

36. <u>LARGE STATE GOVERNMENT CONTRACTS</u>. 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.

36.1 "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.

36.2 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.

36.3 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.

37. <u>ENTIRE AGREEMENT</u>. 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 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: _____

Its _____
Statutory Authority
C.G.S. Section 10-109a to 10a-109y

Date Signed:_____
Consultant:

By:_____
(Sign)

_____
(Printed/typed name)

Its _____, Duly Authorized
(Title)

Date signed:_____

Schedule A
Plan Checking Services
University of Connecticut

The Consultant will provide Plan Checking Services as requested by the University and set forth in Task Orders issued pursuant to, and as described in, this Contract, including without limitation, the services described in this **Schedule A**.

Consultant's Responsibilities:

1. The Consultant will staff each Project and Assignment 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.
2. The Consultant warrants, covenants and agrees that the Consultant and any sub-consultant or subcontractor retained by the Consultant will perform their services under this Contract in accordance with the standards and practices of their respective professions as defined by Connecticut law, and that any documents, material or information supplied by the Consultant or such sub-consultant or subcontractor as required by the Contract will be in accordance with the standards and practices of their respective professions.

Consultant's Scope of Services:
Unless otherwise set forth in the Task Order for the particular Project or Assignment, the Consultant's scope of services shall include the following:

1. The Consultant may be required to provide services in connection with the checking of plans and design coordination at the construction document phase, which shall include quality control to identify inconsistencies, errors and omissions within design disciplines which can help in reducing unnecessary construction costs and delays.

2. The Consultant shall conduct document review and provide a list of comments to the University and the design professional on constructability of the design by assessing drawing coordination, completeness and coordination with specifications.

3. The Consultant will review project drawings and specifications for clarity, completeness, inconsistencies, omissions and coordination between and within design disciplines.

4. The Consultant shall identify unique conditions and material transitions discovered during the review to insure clear and detailed delineation.

5. The Consultant will check that materials and equipment specified are appropriately scheduled.

6. Based upon documents provided, the Consultant will advise the University of any potential space or spatial conflicts.

7. Based upon documents provided, the Consultant will advise the University of spatial clearances and coordination conflicts.

8. The Consultant will conduct its reviews in a systemized and organized manner that will insure a consistency of work. The Consultant will thoroughly document all comments, which will be provided by the Consultant to the University in both electronic and hard copy formats.

Deliverables/Methods:
Except as otherwise set forth in the Task Order for a particular Assignment or Project, the Consultant will provide the following to the University in connection with each Task Order issued under this Contract:

1. Logs, manuals and reports as developed.
2. Such other documents and information as may be required by the University.

If the Consultant performs its services on site at the University, the University will provide office space, desks, copiers, and office supplies. The Consultant shall be responsible for providing telecommunications and computer equipment support compatible with the University computing environment.

Contract Documents
The Consultant shall fully perform the services described in, and in accordance with, the Contract Documents, including the following:

1. The University of Connecticut's CONTRACT FOR ON-CALL CONSULTANT SERVICES, as executed by the University and the Consultant.
2. This **Schedule A**.
3. University of Connecticut's Requests for Qualifications for On-Call Professional Services dated _____.
4. All Inclusive Hourly Rates listing attached to this Contract as **Schedule B.**

Schedule B

Hourly Rates

Schedule C

Task Order Form

Schedule D

Form of Professional Services Invoice

SCHEDULE C

University of Connecticut

Project Number _____
Task Order Number _____

On-Call Contract dated _____, 20__ ("Contract")
Name of Consultant:_____("Consultant")
Project or Task Name and Number:_____
Department:_____
Project Manager:_____

This Task Order is issued to Consultant under the Contract between Consultant and the University of Connecticut (the "University").

A. Total Project Task Orders: The aggregate total dollar amount of Task Orders that have been issued for the Project as of the date of this Task Order is _____**and 00/100 Dollars ($_____) (**inclusive of this Task Order) which total dollar amount represents an increase of _____and 00/100 Dollars ($_____) over the aggregate total dollar amount of all Task Orders issued for the Project (exclusive of this Task Order).

B. Scope of Services: The Consultant shall perform the services described in Exhibit A attached to this Task Order (the "Task Order Services"). Unless expressly omitted in 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.

C. Contract Price and Payments: For the full performance of the Task Order Services pursuant to this Task Order, the University shall compensate the Consultant as set forth in Exhibit B. .

D. Schedule: The Consultant shall perform the Task Order Services in accordance with the schedule set forth on Exhibit C.

E. 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, B and C hereto**) are inconsistent with any provision of the Contract, the terms and conditions of this Task Order shall control and take precedence.

SCHEDULE C

The Effective Date of this Task Order is _____, _____..

CONSULTANT	UNIVERSITY OF CONNECTICUT
By:_____	By:_____
Print Name:_____	Print Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

EXHIBIT A

PROJECT NUMBER _____
NAME OF CONSULTANT _____
TASK ORDER NUMBER _____

DESCRIPTION OF TASK ORDER SERVICES

The Consultant will perform the following services under this Task Order all in accordance with this Task Order and the Contract: (provide detailed description of services here or attach detailed description as Exhibit A-1)

To the extent that any 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.

Initialed and dated by:

Consultant: _____ on _____, _____, 20__.
University: _____on _____, _____, 20__.

EXHIBIT B

PROJECT NUMBER _____
NAME OF CONSULTANT _____
TASK ORDER NUMBER _____

CONTRACT PRICE:

The Contract price to be paid to the Consultant for the performance of the Task Order Services shall be (or shall be based on) (select one):

_____ A. The lump sum fee of _____ ($)_____.00.

_____ B. 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).

_____ C. Other: (provide description of alternative basis for payment:_____.

PAYMENTS:

Invoices for Consultant's completed services under this Task Order shall be submitted on a monthly basis in the form required, and including detailed information, all as required under the Contract.

EXHIBIT C

PROJECT NUMBER _____
NAME OF CONSULTANT _____
TASK ORDER NUMBER _____

SCHEDULE

The Consultant shall perform the Task Order Services in accordance with the following Schedule:

1. The Task Order Services shall be completed no later than (select and complete as applicable):

   _____ the date of _____, 20___.

   _____ days after the effective date of this Task Order.

   _____ days after the issuance of a Notice to Proceed.

   _____ Other:_____

Initialed and dated by:

Consultant: _____ on _____, _____, 20__.
University: _____on _____, _____, 20__.

PROFESSIONAL SERVICES INVOICE

CONSULTANT NAME

CONSULTANT STREET

CONSULTANT TOWN, ZIP CODE

SCHEDULE D

PROJECT NAME:

PROJECT NUMBER:

UCONN PO NUMBER:

INVOICE DATE:

INVOICE NUMBER:

FOR ON-CALL PROFESSIONAL SERVICES ENDING:

PHASE		TOTAL FEE	PERCENT COMPLETE	FEE EARNED	PREVIOUS BILLING	CURRENT BILLING
BASE FEE						
TASK #	Description of Task			0		0
TASK #				0		0
TASK #				0		0
TASK #				0		0
TASK #				0		0
TASK #				0		0
TASK #				0		0
TASK #				0		0
TASK #				0		0
TASK #				0		0
TASK #				0		0
TASK #				0		0
TASK #				0		0
TASK #				0		0
SUBTOTAL		0		0		0

TOTAL THIS INVOICE **0**