The University of Connecticut

REQUEST FOR PROPOSALS

FOR

TRAFFIC ENGINEERING CONSULTING SERVICES

PROJECT NUMBER: 901431

Issue date
March 26, 2010

Proposal Due Date:
April 8, 2010
2:00 p.m.

Issued By: Mary Kate Sullivan, Purchasing Agent II
Capital Project and Contract Administration
31 Ledoyt Road Unit 3047
Storrs, CT 06269-3047
Phone: (860) 486-5004
Fax: (860) 486-1953
Purpose: The University of Connecticut is in the fifteenth (15) year of a long-range program to improve to develop the main campus at Storrs, CT. Elements of the program included new buildings, renovations and roadways. One result is a fundamental shift of the campus from a vehicular orientated campus to a pedestrian friendly campus.

The University’s location in the State and the lack of mass transit still make the “car” an important factor in the daily life of the campus population. There are many day to day interactions between pedestrian and vehicles that must be addressed to ultimately reach the Master Plan goals. The Long-range Master Plan and a building Access Management Plan all point to a pedestrian over vehicle bias.

The purpose of this Statement of Work is to obtain the services of a traffic engineering firm who has experience with pedestrian safety, traffic calming and related issues found on a large campus. It is critical that the firm must demonstrate experience in campus environments showing solutions that are sensitive to pedestrian safety/freedom of movement priorities versus seeing the campus from the perspective of moving traffic more efficiently. The demonstration of this service will be a key evaluative factor in the commissioning of a firm.

Specifically – the firm will be a resource to the campus administration to provide analysis and recommendations for traffic engineering related work. You will become the “University Traffic Engineer”. Implementation of the recommendations will be subject of separate procurement activities under your advice and direction. The initial assignment will be for a period of two (2) years, with review after six (6) months. Pricing will be a lump sum for an initial evaluation and subsequent consultations based upon the pre-approved all-inclusive hourly rate.

Scope of Work:

It is anticipated that the firm will complete the work in several phases leading up to the implementation process. The Phases shown below are general, however
the University wants you to be creative by using your experience in setting up a program that will fulfill the University plans.

PHASE I - EVALUATION, ASSESSMENT AND RECOMMENDATIONS

PHASE IA - EVALUATION - Use existing University resources such as GIS to produce mapping in sufficient detail to understand the existing spatial arrangements of the project area. Review and understand the major plans affecting the University development, including the Master Plan, Access Management Plan, and Landscape Master Plan.

PHASE IB - ASSESSMENT - Meet with University stakeholders to develop a complete understanding of the issues involved within the project. Assume a series of eight meetings with University Senior Administration, Public Safety, Student Groups, Facilities Operations, Environmental and Utility groups, Transportation and Parking, and Faculty Focus Groups. The assessment should include the following specific campus wide traffic engineering items.

1. Pedestrian Cross walks/safety
2. Traffic Calming
3. On/off street parking
4. Road profiles
5. Traffic Signage
6. Traffic Signals
7. Pedestrian, Roadway and Security Lighting

PHASE IC - RECOMMENDATIONS - Develop a general plan to implement draft plan to remedy the general issues. This will become the basis of specific project scopes.

PHASE II - ON-GOING TRAFFIC ENGINEERING CONSULTING SERVICES - Provide periodic consultation services for traffic engineering to the University. This will be commissioned on an hourly basis based upon the pre-approved hourly rates to be submitted with your proposal and shall be held for the life of the contract. Hourly rates are to be all inclusive as outlined in the contract template.

SCHEDULE:
PHASE I - Eight (8) months from notice to proceed
PHASE II - July 2010 to Jun 2012.
QUALIFICATIONS:
Provide One (1) Original and 5 copies of your technical qualifications. The University of Connecticut advises proposers to reflect upon the following prior to submitting their proposal:
- The university is a signatory to the President’s Climate Commitment and as such recommends that proposers demonstrate a similar commitment by eliminating redundancy, non-recyclable dividers, and irrelevant materials in their submission.
- Read and review the Scope of Work (SOW) carefully. Respond clearly and fully to evaluative criteria listed. Scoring is based upon this criteria – be clear about how work that is presented is relevant to this SOW.
- Organize the SOW in a manner that assists the reader in their evaluation process as most are very busy people.
- Provide information that is complete and transparent. If a proposed team member worked on a relevant project while at another firm, acknowledge it.
- Please note that all proposals shall be submitted utilizing the SF330 form. Please note that Section G, Key Personnel Participation in Example Projects, provides evaluators with a clear, visual presentation of the experience of the firms and the individuals proposed for the consultant team.

Applicants shall use GSA form SF-330 available at http://www.gsa.gov. The technical proposal shall address the following:

Letter of Transmittal – Provide a project approach reflecting your understanding of the project and how your firm proposes to evaluate and manage the process. Include statement of team’s technical qualifications to complete this project. Highlight other “urban planning” projects that show the ability to interpret and implement a program.

Qualifications of Architectural Firm – Describe the overall qualifications of the firm (and any sub consultants) including background in this field, the services that it provides and its specific experience in the last 5 years in the evaluations of pedestrian traffic studies.

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

The University is seeking proposals from Consultants that can assimilate input from various available sources, apply current design practices and define the vision. The “consultant team” must embody the required professionals to complete the task. You should highlight your experience with pedestrian safety, traffic calming and related issues found on a large University campus such as the University of Connecticut. Furthermore, the experience should demonstrate sensitivity to pedestrian safety/freedom of movement priorities instead of from the perspective of moving traffic more efficiently. The experience should be demonstrated over the range of multiple campus settings. You must demonstrate a minimum of five (5) specific assignments of this magnitude on a University campus within the past five (5) years. Include specific references and general outcomes of your work for each campus. The University transportation network includes roads under the jurisdiction of the State of Connecticut Roads, Town of Mansfield Road and the University of Connecticut. The successful firm should demonstrate knowledge and experience of working in this environment.

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

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

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

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

The technical proposal shall also include the firm names for all sub-consultants proposed for this project. Individual resumes need not be provided but firm
experience with the prime consultant and with successful projects should be highlighted.

**COST PROPOSAL:**

In a separate envelope submitted with your technical proposal, provide your cost proposal and all-inclusive hourly rates. The University will not provide office space, desks, copiers, office supplies and telecommunication equipment.

PHASE I - Lump Sum Proposal
PHASE II – All inclusive hourly rates.

Your qualifications and the ability to deliver are going to be the major determining factor in selecting a firm and its team. The Proposal Price will factor in to the decision process, but will not be the only determinant. Focus on the quality of your team and relevant experience.

**ATTACHMENTS:**

1. **GENERAL OVERVIEW OF WORK AREA** - attachment
2. **EARTHTECH PEDESTRIAN STUDY** – http://dropbox.uconn.edu/dropbox?n=Uconnpedexecutive%20summary091207.pdf&p=W7i1vsO8JCq16IJJ8
3. **ACCESS MASTER PLAN** – TO BE PROVIDED WHEN COMPLETE
4. **LANDSCAPE MASTER PLAN** – TO BE PROVIDED WHEN COMPLETE
5. **MASTER PLAN** – http://www.masterplan.uconn.edu

NOTE: The successful firm and assigned personnel will be subject to the State of CT Code of Ethics and University of Connecticut Ethics Policies including but not limited to, C.G.S. Sec.1-86e as follows:

<table>
<thead>
<tr>
<th>Sec. 1-86e. Consultants and independent contractors. Prohibited activities. (a) No person hired by the state as a consultant or independent contractor shall:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Use the authority provided to the person under the contract, or any confidential information acquired in the performance of the contract, to obtain financial gain for the person, an employee of the person or a member of the immediate family of any such person or employee;</td>
</tr>
<tr>
<td>(2) Accept another state contract which would impair the independent judgment of the person in the performance of the existing contract; or</td>
</tr>
<tr>
<td>(3) Accept anything of value based on an understanding that the actions of the person on behalf of the state would be influenced.</td>
</tr>
</tbody>
</table>
(b) No person shall give anything of value to a person hired by the state as a consultant or independent contractor based on an understanding that the actions of the consultant or independent contractor on behalf of the state would be influenced

EVALUATION PROCESS:

The award of an agreement (University of Connecticut Consultant’s Contract for Study) to this RFP will be based upon a comprehensive review, analysis of the Technical Submittal which best meets the needs of the University.

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

CONTRACT:

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

Receipt of Proposals and Estimated Timetable:

Receipt of Proposals

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

Mary Kate Sullivan, Purchasing Agent II
Capital Projects & Contract Administration
31 Ledoyt Road Unit 3047
uconnpcabuyer@uconn.edu
Storrs, CT 06269-3047
Phone: (860) 486-5004
Fax: (860) 486-1953

All requests for clarification must be submitted on the request for information form attached by April 1, 2010 by 2:00 PM
Responses to all written requests will be posted on the University Office of Capital Projects and Contract Administration website:
http://www.CPCA.uconn.edu as well as the DAS website at http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp.

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

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

Requests for clarification by the University

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

Submission Format/Receipt of Proposal

An original and five (5) copies of the PROPOSAL PACKAGE must be submitted in a sealed envelope or box and must be sent to:

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

On or before 2 p.m. Local time on Thursday, April 8, 2010

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

Proposals that do not substantially conform to the contents of the bid request, consequently altering the basis for proposal comparison, may be disregarded and considered as unresponsive.

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

a) Requests from the Proposers to any department(s) at the University, for information, comments, speculation, etc; and

b) Requests from any department at the University, or any employee of the University for information, comments, speculations, etc.

**Formal Communications:**

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

a) Oral Presentations, if required

**Estimated Timetable:**

The following schedule will apply to this RFP:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Closing Date for Inquiries</td>
<td>April 1, 2010 by 2:00 PM</td>
</tr>
<tr>
<td>Submission of RFP due</td>
<td>April 8, 2010 by 2:00 PM</td>
</tr>
</tbody>
</table>

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

**GENERAL TERMS AND CONDITIONS**

Each firm, by submitting a proposal, represents that the firm has:

A. Read and completely understood the RFP documents and attachments thereto.

B. Is familiar with the conditions under which services would be provided, including availability and cost of personnel.
Proposed all inclusive hourly rates include but are not limited to: base salary, fringe and other benefits, insurance, taxes, miscellaneous personnel expenses, meals, travel, travel time, training, holidays, sickness, medical, lost time, general and corporate supervision and management expenses, overhead charges or expenses, legal costs and accounting costs and profit.

THIS FORM IS TO BE SEPERATED AND SEALED IN A SEPARATE ENVELOPE

Firm Name: ________________________________

<table>
<thead>
<tr>
<th>Name of Staff Member and Position</th>
<th>(All Inclusive Hourly Rate)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$__________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Staff Member and Position</th>
<th>(All Inclusive Hourly Rate)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$__________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Staff Member and Position</th>
<th>(All Inclusive Hourly Rate)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$__________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Staff Member and Position</th>
<th>(All Inclusive Hourly Rate)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$__________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Staff Member and Position</th>
<th>(All Inclusive Hourly Rate)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$__________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Staff Member and Position</th>
<th>(All Inclusive Hourly Rate)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$__________________________</td>
</tr>
</tbody>
</table>

Corporate Signature: __________________________________________

Written: ________________________________________________

Date: ________________________________________________
Cost Proposal – Phase 1:

The proposal shall be lump sum proposal and shall be reflective of all inclusive hourly rates for all staff assigned to the project.

Phase 1A –Evaluation- Lump Sum Price: ________________

Phase 1B –Assessment- Lump Sum Price: ________________

Phase 1C –Recommendations- Lump Sum Price: ________________

Request for Proposal-Traffic Engineering Consulting Services
REQUEST FOR INFORMATION FORM

PLEASE TYPE -OR- PRINT

TO: The University of Connecticut. FROM: ________________

Fax (860) 486-1953 or email: uconnpcabuyer@uconn.edu

ATTN: Mary Kate Sullivan Bidder Contact: __________

Phone #: __________ Fax #: __________

Specification Section/page: __________________________

QUESTION (Please be specific): ________________________________

________________________________________________________________

________________________________________________________________

________________________________________________________________

RESPONSE: ________________________________

________________________________________________________________

________________________________________________________________

________________________________________________________________

BY: ____________________________

Date: ____________________________

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

NOTE #2: All questions must be submitted in writing on this RFI Form. All answers to RFI’s will be issued in a Bidder’s Clarification
This contract is entered into by and between the University of Connecticut, hereinafter called the "University", acting herein by its Vice President and Chief Operating Officer under the provisions of Section 10a-109a to 10a-109y, inclusive of the Connecticut General Statutes, as revised, and ____________________________, hereinafter called the "Consultant", for certain services herein designated in connection with the project entitled _____________________, University of Connecticut, Storrs, Connecticut (hereinafter called “the Project” or “this Project”).

WITNESSETH, That the parties hereto, in consideration of the mutual covenants, terms and conditions herein contained, do hereby agree as follows:

I. GENERAL

A. The Consultant agrees to furnish the services for the “Project” as required herein and as set forth in "Schedule A" which is attached hereto and made a part hereof.

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

C. The Consultant agrees to follow and comply with the University's written guidelines set forth in the manual entitled "University of Connecticut, Planning and Design Standards" found at the Architectural and Engineering Services website “www.aes.uconn.edu”. These guidelines are incorporated herein by reference and will be as binding upon the parties to this contract as though fully set forth herein.
D. The Consultant will consult with the Department to ascertain requirements of the Project and consult with proper State authorities, code enforcement agencies, and authorities having jurisdiction to determine all applicable laws, Building and Fire Safety Codes, LEED Certification requirements, statutes, rules and ordinances. The Consultant will become informed as to, including, but not limited to, specific institutional conditions that might affect his/her contemplated work or the hours or season of its execution, use of adjacent areas and interruptions of institutional routine. The services furnished hereunder will reflect consideration of those conditions requiring safeguards and precautionary measures in excess of usual practice.

E. All documents prepared by the Consultant or any sub-consultant will be complete, coordinated and in full and strict compliance with all laws, Connecticut Building and Fire Safety Codes, LEED Certification requirements, statutes, regulations and ordinances, excluding zoning ordinances, at the time they are delivered to the Department. The Consultant will: (1) identify and research all laws, Connecticut Building and Fire Safety Codes, LEED Certification requirements, statutes, regulations and ordinances, excluding zoning ordinance review, applicable to the Project; (2) perform all services in compliance therewith; and (3) ensure, represent, covenant and warrant that all documents and submittals will be and are in compliance therewith.

F. The key personnel of both the Consultant and its sub-consultants assigned to the Project will be identified in writing and submitted to the Department before the execution of the contract. Should the Consultant require the services of additional or substituted sub-consultants at any time during the term of this contract, their names and qualifications will be submitted to the Department in writing for approval prior to their engagement on the Project, which approval will not be unreasonably withheld. Such sub-consultants will provide evidence of their competence by affixing their seals on any documents prepared by them or under their supervision. The Department may, at any time, require the replacement of any individual deemed unsuitable for the Project.

G. Copies of all contracts with any sub-consultant will be supplied to the University within five (5) days of their execution.

H. The Consultant warrants, 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.

I. Basic Services of the Consultant will include the services of all professional and technical disciplines needed to perform the services described herein whether performed by the Consultant or by sub-consultants hired by the Consultant. These services, and all services of the Consultant and its sub-consultants, will be performed according to generally accepted standards of professional practice and care as defined by Connecticut law.
J. The Consultant will provide all project administration services necessary to facilitate the orderly progress of the Project, including supervision of the work of the Consultant's in-house personnel, direction of the Consultant's sub-consultants, coordination of information flow and decision making, and progress monitoring and reporting.

K. The Consultant acknowledges that it is essential that all sub-consultants’ services in connection with the Project be coordinated. The Consultant will coordinate the services of all sub-consultants for the Project, review and check all documents prepared for the Project, and, when necessary, modify its work and arrange for the modification of the sub-consultants’ work.

L. If at any time during the term of this contract the University should require the Consultant to make any substantial change in the size or scope of the work or require any substantial change in plan, design or specification which will necessitate the preparation by the Consultant of additional sketches, drawings or other documents, or the making of substantial changes in any other document already approved, or upon which substantial work had been done pursuant to instruction to proceed, then and in such event, the Consultant will prepare the additional documents and make changes as required and will be entitled to reasonable compensation. The Director will determine the amount of such compensation and manner of payment thereof.

Notwithstanding the above, if it becomes necessary for the Consultant to prepare any additional documents or make changes in the existing documents for purposes of meeting the budget requirements of the Project, and where an increase in the cost of labor and/or materials is not the governing factor, he/she will perform such duties without receiving additional compensation.

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

N. The Consultant shall be paid a reasonable fee for reuse of any documents prepared by the Consultant under this contract, plus a reasonable fee for making necessary changes to such documents as may be required by job conditions. The Director will determine the amounts of such fees.

II. PAYMENT OF CONSULTANT'S FEE

A. The University agrees to pay the Consultant the total fee set forth in Article III for the services described herein. It is understood that no changes or adjustments will be made in said fee unless the scope of work performed or to be performed by the Consultant has substantially changed as determined by the Director, and the Director has authorized in writing the change or adjustment in fee as an amendment to this contract in accordance with Article XIV, Paragraph F of this contract.

B. Said fee includes all costs of living, transportation and communication, whether within
or without the State of Connecticut, connected with the discharge of the Consultant's duties under this contract unless express written notification to the contrary is received from the University.

C. No payments will be made until the materials submitted have been reviewed and approved by the University.

III. MAXIMUM FEE SCHEDULE

The Consultant's total maximum fee of \( \underline{\text{______________________________________}} (\$ \underline{\text{____________}}) \) will be paid in accordance with the following fee schedule. Payments will be made after invoices for completed work on each of the following tasks have been received, reviewed and approved by the Department. All supporting documentation substantiating the completion of each phase of the work required by the Department must accompany the invoice.

FEE SCHEDULE:

A. Programming (through on-site squatters sessions)
B. Acceptance of Programming Study
C. Concept Design and Cost Finalization

OR

\[ \ldots \text{ will be paid upon receipt and acceptance by the University of the final report, which shall include, but not be limited to, a program manual, preliminary schematic options, and renderings of a possible building.} \]

OR

\[ \ldots \text{ will be paid following submittal of monthly progress invoices.} \]

It is understood that the Consultant's total maximum fee will be increased by any payments that the University will be obligated to make pursuant to the provisions of Article V, and will be reduced as noted in said Article for any reduction in the Consultant's scope of services. It is also understood that a reasonable adjustment in said total fee will be made by the University Architect in the event of suspension or termination, as provided in Articles XI and XII.

IV. TIME SCHEDULE

A. The Consultant will provide the completed services and any written or other product required under this contract no later than \( \underline{\text{__________________________________________}} \).

B. The Consultant acknowledges that time is of the essence for completion of services for the Project under this contract. The Consultant’s services will be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Time limits established in Paragraph A of this Article will not be exceeded
V. ADDITIONAL SERVICES

A. No changes or adjustments will be made in the maximum total fee as set forth in Article III as a result of the performance of Additional Services, unless the Director has authorized in writing the change or adjustment in fee in accordance with Article XIV, Paragraph F.

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

VI. ALL INCLUSIVE HOURLY RATES

A. The hourly rates for all individuals shall be based on all inclusive prices per hour, which rates shall be in effect for the duration of this contract and are attached hereto as Schedule B. The University will not pay or reimburse the Consultant for any costs or expenses that are not included in the requested hourly rate.

B. The Consultant will be provided with 30 days written notice regarding any changes in the assignment and any requirement to change, increase or reduce personnel.

C. All inclusive hourly rates include, but are not limited to, base salary, fringe and other benefits, insurance, taxes, miscellaneous personnel expenses, meals, travel, travel time, training, holidays, sickness, medical, lost time, general and corporate supervision and management expenses, overhead charges or expenses, legal costs, consumables, accounting costs and profit, all costs of living, per diem expenses, transportation, communication, including cellular communication and laptop computer for document management and written communication.
VII. SPECIAL SERVICES

A. No changes or adjustments will be made in the maximum total fee as set forth in Article III as a result of the performance of the Special Services referred to hereafter, unless the Director has authorized in writing the change or adjustment in fee in accordance with Article XIV, Paragraph F.

B. Should it be necessary for the Consultant to engage the services of a licensed land surveyor, geotechnical engineer or test boring firm for the purposes of this contract, the University will reimburse the Consultant for the cost of such services and in addition will also pay the Consultant ten percent (10%) of such cost, or such other percentage deemed reasonable by the Director, for overhead and profit.

C. If, in the opinion of the University, any special technical service is required which is not usually furnished in the type of consulting practice applicable to this contract and which is not included in this contract, either expressed or implied by the nature of the work, then the University will, by written amendment in accordance with Article XIV, Paragraph F, authorize the service and the related cost. The Consultant's selection of the consultant retained in connection therewith is to be submitted to the Director for approval. The University will reimburse the Consultant for the cost of any such services and in addition will also pay the Consultant ten percent (10%) of such cost, or such other percentage deemed reasonable by the Director, for overhead and profit.

D. Should the Consultant himself/herself wish to perform special services as described in Paragraphs A and B of this Article, the Consultant will submit to the Director a written quotation of the cost for performing such services. The quotation will not include, nor will the Consultant be paid for, an additional percentage of the cost for overhead and profit. In addition, the Consultant will arrange to have at least three (3) independent outside sources submit written quotations for the work directly to the Director in sealed envelopes. The Director will decide whether to allow the Consultant to perform the work with his/her own staff based on his/her quotation, and will notify the Consultant accordingly.

VIII. INSTRUMENTS OF SERVICE

Drawings, specifications and other documents, including those in electronic form, prepared by the Consultant and the Consultant’s sub-consultants are Instruments of Service for use solely with respect to this Project. The Consultant and the Consultant’s sub-consultants will be deemed the authors. The University will retain all common law, statutory and other reserved rights, including copyrights. The parties agree that the services are being performed and the work product resulting from the services provided by Consultant and the Consultants sub-consultants are being done at the discretion of the University and will be considered work for hire and that any rights in and to all original material prepared for the University and arising out of the consulting 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 and subcontractors performing work on the Project for the Consultant that conform to the requirements of this Article. In the event that such works are determined by a court not to be works made for hire, Consultant hereby irrevocably assigns the exclusive copyright to the University.

IX. 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 the Project or 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.

X. INSURANCE

For the duration of this Contract, including any extension of the original Contract term, the Consultant 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 professional services liability insurance to not less than the minimum limits as required in this Article, all at no cost to the University and the State of Connecticut.

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
   $1,000,000 annual aggregate

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

5. Professional Services Liability Insurance: The Consultant will furnish evidence, by way of a certificate of insurance, that it has obtained a professional services liability insurance policy with $1,000,000.00 minimum coverage for negligence and errors and omissions. If any claims
are made against its professional services liability insurance policy, the Consultant agrees to purchase additional insurance in order to maintain the minimum coverage of $1,000,000.00. (This highlighted section is virtually impossible to get in the marketplace). The insurance will remain in effect during the entire duration of this Contract and for eight (8) years after substantial completion of the Project. For policies written on a “Claims Made” basis, the Consultant agrees to maintain a retroactive date prior to or equal to the effective date of this contract. The Consultant will contractually require any architectural or engineering firm it hires to maintain professional liability insurance in the same amount and with the same provisions indicated above. The Consultant’s policy will provide coverage for the Consultant’s obligation under Article VIX of this contract to indemnify and hold harmless the University and the State, and their employees and agents, from claims, liabilities, demands, damages, costs or expenses (including all reasonable attorney’s fees) to the extent caused by or resulting from negligence and errors and omissions in the work performed by the Consultant under the terms of this Contract.

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

XI. SUSPENSION OF THE WORK

A. The University, at any time, may suspend all or any part of the services of the Consultant. In such event, the Consultant will be given three (3) days' notice of such suspension in accordance with Article XIV, Paragraph H. The mailing of such notice will preclude any claim on the part of the Consultant as to failure to receive notice of such suspension.

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

C. Should the University reactivate any assigned work covered by this contract, in whole or in part, within one year from the time the work was suspended, any fees paid to the Consultant pursuant to this contract will be applied as payment on the fees for the work as set forth in this contract 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 work based on current conditions or either may unilaterally elect to terminate the remaining work.
D. In the event the University decides to suspend any work under this contract, the University will become entitled, after payment of any outstanding invoiced fees, to all finished and unfinished documents prepared pursuant to this contract.

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

XII. TERMINATION OF CONTRACT

A. The Director may terminate this contract whenever he or she determines in his or her sole discretion that such termination is in the best interest of the University. The contract 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 his/her contract obligations, by delivery to the Consultant of a written notice of termination. The notice of termination will be sent in accordance with Article XIV, Paragraph H. Upon receipt of such notice, the Consultant will both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the University all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing his/her duties under this contract, whether completed or in progress. All such documents, information and materials will become the property of the University.

B. 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.

C. If the termination is for reason of failure of the Consultant to fulfill his/her 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 occasioned to the University thereby.

D. If after notice of termination for failure of the Consultant to fulfill his/her 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 as provided in Paragraph B of this Article.

E. 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.

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

XIII. RESOLUTION OF DISPUTES

A. MEDIATION OF CLAIMS:

1. In the event of any disputed claims between the parties under this 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.

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

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

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

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

B. ARBITRATION OR LITIGATION OF CLAIMS:

1. Should the University have a claim against the Consultant which has not been resolved by mediation or any other procedure set forth in the contract, the parties agree that the University will 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.

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 contract, the Consultant’s rights to assert its claim against the University shall be as are set
forth in Connecticut General Statutes Section 4-61 if that statute is applicable. If C.G.S. Section 4-61 is not applicable, the Consultant’s sole and exclusive remedy for the presentation of any claim against the University or the State of Connecticut arising from this contract will be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State), and the Consultant agrees not to initiate legal proceedings except as authorized by that Chapter in any State or Federal Court in addition to or in lieu of said Chapter 53 proceedings.

XIV. MISCELLANEOUS PROVISIONS

A. CONNECTICUT SALES AND USE TAX: The University of Connecticut is a tax-exempt institution. The Consultant will 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.

B. HAZARDOUS MATERIALS: Unless otherwise agreed, the Consultant and Consultant’s sub-consultants will have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

C. REPRESENTATIONS OF PROJECT: The Consultant is hereby specifically cautioned that unless specifically authorized, in writing, by the University’s Vice President of Administration and Operations Services, on a case by case basis, the Consultant 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.

D. 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.

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

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

G. RECORDS:

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

2. The Consultant will 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 additional compensation
from the University. The Consultant will also permit such examination and
copying of its records as the University may deem necessary, excepting papers
and records preceding the execution of the contract that are not a matter of
record with the University, in order to determine that the 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.

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

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

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

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

If to the Consultant *

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

I. FORCE MAJEURE: If the performance of obligations under this contract 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 shall be excused and neither party
shall have any liability to the other under or in connection with this contract.
J. 1. **NON-DISCRIMINATION.** References in this section to "Contract" shall mean this agreement and references to "Contractor" shall mean the Consultant.

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

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

(b) If the Contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not
be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(d) Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(f) The Contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

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

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

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

2. EXECUTIVE ORDERS: 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 shall provide a copy of these orders to the Consultant. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

K. LARGE STATE GOVERNMENT CONTRACTS:

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

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

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.

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

M. CONFLICTS/INCONSISTENCIES: In the event of inconsistencies within or between any parts or provisions of this contract, or between any parts or provisions of this contract and any Schedule, Exhibit or Attachment to this contract or any applicable standards, codes and 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.

N. SEVERABILITY: If this contract contains any unlawful provisions not an essential part of the agreement 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 agreement as it will remain after omitting such provisions.

O. GENDER NEUTRAL PROVISION: The language of the contract is intended to be gender neutral. Thus whenever the terms “he”, “she”, “his”, “her”, “it”, or a 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.

P. 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.
Q. **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.

R. **CAMPAIGN CONTRIBUTION RESTRICTIONS:** For all State contracts as defined in P.A. 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this 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) attached as Exhibit A.

S. **EFFECTIVE DATE OF CONTRACT:** This contract will become effective on the date it is executed by the Vice President and Chief Operating Office for the University.

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

Attested by: ____________________________

Witness: ____________________________

Witness: ____________________________

Attested by: ____________________________

Witness: ____________________________

University of Connecticut

Barry Feldman
Its Vice President and Chief Operating Officer

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

Date signed: ____________________________

Company:

BY: ____________________________

(Sign)

(Printed Name)

Its ____________________, Duly Authorized
Witness: ________________________________

(Title)

Date Signed: ____________________________
NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

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

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

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

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

Penalties for Violations
Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:
Civil penalties—$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of $2000 or twice the amount of the prohibited contributions made by their principals.
Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or $5000 in fines, or both.

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

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

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

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

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

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

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

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

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

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

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

[DATE]

Study

University of Connecticut, Storrs Campus

Project Number

The Consultant will develop for the University a . . . for the Storrs Campus. The plan will provide for . . .

Scope of Work
The product of this scope of work shall be an analysis of . . . The Consultant will provide recommendations regarding . . . and assist . . . The Consultant will: (1) . . .

Deliverables
A draft study will be completed by the Consultant within ________ ( ) days of receipt of the purchase order. There will be ___ presentation meetings to an Executive Committee to present the study findings and to answer questions. ____ bound copies of the final document and an electronic version in a format acceptable to the University will be required. Other deliverables include those outlined in the Project Approach section of the Consultant’s Proposal dated ________.

Documentation
Any and all documentation, data and information (whether written or electronic) obtained, used, produced or generated by or for the Contractor, or any sub-consultant to the Contractor, in connection with the services described herein shall be delivered to the University for the University to use at its discretion.

Schedule
Draft Study         ___ days following purchase order
Final Report        days following approved revisions to the draft report by the University
Payment Schedule

The Consultant will invoice the University at the end of each month based on progress made as determined by the University. A final invoice will follow review and acceptance of the final report by the University.

Included in Basic Services:

Excluded in Basic Services:

Sub-Consultants
The following firm has been engaged by the Consultant as a sub-consultant for the Project.

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 STANDARD CONSULTANTS CONTRACT FOR STUDY, for this Project No. __________, as executed by the University and the Consultant.
2. This Schedule ‘A’ dated __________, 2008.
SCHEDULE B
ALL INCLUSIVE HOURLY RATES
UNIVERSITY OF CONNECTICUT
ROADWAY NETWORK
AERIAL SITE LOCATION

US ROUTE 44

FUTURE ROAD CONNECTION to US RT 44

PROJECT SITE

UNIVERSITY OF CONNECTICUT
TYPICAL MASTER PLAN DETAIL
TYPICAL MASTER PLAN DETAIL

Planning Recommendations

Goals
- Create north pedestrian portal to the campus.
- Allocate high density, height, etc.
- Import sense of organization.

Buildings & Facilities
1. New Combined Loading/Service Dock
   When Cast Science Complex is redone, it will provide an opportunity to change how service is provided to the complex. Service access should be provided from Jorgensen Road via Garbark Road. The existing Biological Sciences and Physics Building loading dock should be removed to include loading and access for the rebuilt Cast Science Complex. A single service courtyard could serve the entire complex through lower level corridors. Cars should be taken to screen the loading area from surrounding pedestrian corridors.

2. Future Research Buildings
   The current location of Hilgard and Williams Student Health Services provides an opportunity for a future research/teaching related building. Because of the grade change, this building could step down the slope and have entrances on multiple levels. Cars should be given to how close the building is ultimately placed to the Chemistry Building. A service corridor and/or pedestrian path creates a constructed site.

3. Cypress Street Terrace Life Sciences Building
   The placement of this building, or series of buildings, should respect and accommodate the Academic Way. Special care should be given to the setback from North EagleVale Road and the creation of an open space adjacent to the Pharmacy/Biology Building.

Open Space
1. Screen Parking with Landscaping
   Once North Hillsdale Road is connected to Route 44, all visitors will be guided to the Hillsdale Road/North EagleVale Road intersection, increasing its significance as an important campus entry. A landscaped buffer should be added to the east side of the road to reduce the visual impact of the parking garage to the east.

2. Create Research Courtyards
   When Cast Science Complex is rebuilt, remove the apple trees and create an open area of open space framed by the buildings. Create a small place or courtyard within the open space as a quiet, reflective area. In order to keep the scale of campus,

Research Neighborhood

Planning Recommendations

1. Walking and Landscape Enhancements
   The area to the south of the North Parking Garage is an important campus space that has been underutilized. Opportunities for enhancement:
   - Create walkways that facilitate the movement of campus users across this area.
   - Create a small plaza in the center to give it focus and a western terminus of the north-south pedestrian path through this neighborhood.
   - Landscape with large canopy trees and ornamental flowering trees to screen views of the parking garage and tie it into the campus fabric.

2. Improve Jorgensen Center for the Performing Arts' Relationship with Surrounding Buildings
   Create a more meaningful connection between Jorgensen Center and the surrounding buildings. The connection between the North Parking Garage and Jorgensen Center is a very important pedestrian area and should be improved with landscaping and paving to signify its importance to campus.

3. New Pedestrian/Service Corridor
   Remove the north/south portion of Audubon Road (between Cast Science Complex and the North Parking Garage) and replace with a pedestrian/service corridor. This walk would be an important pedestrian connection between the North and Central Campuses and should be treated as such with appropriate paving, landscaping, and lighting. Small pieces of important interactions could also enhance the physical environment and create places for student interaction.

4. New Pedestrian Corridor
   Create a pedestrian corridor on the old Hillsdale Road/North EagleVale Road intersection. This location is important to connect students from North Residences Halls and would enter a new pedestrian corridor connecting into the Central Campus and
TYPICAL MASTER PLAN DETAIL

Planning Recommendations

Research Neighborhood

6. New Significant Crossing
   This location becomes the most important crossing along North Englefield Road. Past and forecast, it is at the north end of the Academic Way. This major pedestrian walk serves to unite North Campus and South Campus as the most important activity space, the Forum. Therefore, it becomes the most efficient way to access the center of campus. It serves not only North Campus Residential Hall but also Charter Oak Apartments/ Suites. The signal removed from the old Hillsdale Road/North Englefield Road intersection should be moved here to create a signalized crossing.

7. Replace the East/West portion of Academic Way with a Pedestrian Walk
   Academic Way will be an important pedestrian gateway into the Research Neighborhood from the North Parking Garage and transit stops to the west. The roadway should be removed, and it should be replaced with a wide, landscaped, and well-lit pedestrian path connecting the Chemistry Building, Pharmacy/Biology Building, and the North Parking Garage.

8. New Crossing on Glenbrook Road at the Academic Way
   Create a significant crossing at the Academic Way to encourage crossing Glenbrook Road at a single point for safety. Use similar elements as those on North Englefield Road to signify the importance of the crossing.

9. Complete the Academic Way
   Complete the northern section of the Academic Way using materials and guidelines from the newly built southern portion to unify the various neighborhoods. It is important to use landscaping, lighting, and paving to reinforce the importance of this walk to the overall campus.
TYPICAL MASTER PLAN DETAIL

Planning Recommendations

Research Neighborhood

10 - Create Accident/Injury Connection through the Redeveloped Turner Life Sciences Building
Create a 24-hour, unenclosed connection through the redeveloped Turner Life Sciences building. It is important that pedestrians are not forced through the building. This connection becomes the northern terminus of the north/south Accident/Way and guides pedestrians to a new enhanced and signaled pedestrian crossing at North Eagleville Road.

11 - Improve Pedestrian Connection to Student Housing and Wkst
Improve the pedestrian connections between Central Campus and Turner Residence Halls/Student Village Wkst across North Eagleville Road. Work with St. Thomas Aquinas Chapel to separate pedestrian and parking conflicts at the southern end and at the unit where students currently travel through the chapel parking lot. As the walkway moves uphill towards Towers Dining Hll, the walk becomes difficult to navigate, especially in winter. Replace and widen pavement, replace lighting and handrails, and provide careful drainage removal due to its steep grade.

Central Campus Pedestrian Connection

12 - Walking Realignment
Improve the alignment of walks crossing Glenbrook Road in this location. Provide adequate sight distance for pedestrians and motorists to navigate this area safely, and provide a crosswalk.

Walking Realignment

13 - Transit Stop Improvements
Significantly enlarge the paved area adjacent to the bus stop used by this stop. With the increase in ridership of the UConn transit system, a new bus shelter location could benefit from better outdoor seating areas that consist of larger paved areas, benches, information kiosks, and other amenities that would both encourage the use of transit and reduce the amount of maintenance necessary adjacent to the bus shelters.

Transit Stop

Planning Recommendations

Research Neighborhood

14 - Walking Enhancements
Dangerous desire lines exist in this very steep area. Consideration should be given to improving the pathway or landscaping the area in such a way as to prevent pedestrian access.

Walking Enhancements

15 - Revise Traffic Flow, Require Glenbrook Road Traffic to Stop
The North Hills Road extension to Route 44 is intended to reduce the traffic congestion on Glenbrook Road, North Eagleville Road, and Route 195. To further improve traffic flow at the Glenbrook Road/North Eagleville Road intersection, consider requiring all traffic to stop. This new three-way stop would also alleviate traffic congestion at the Route 195/North Eagleville Road intersection.