

BID ADDENDUM #1

October 11, 2007

DUE DATE: **October 23, 2007**
TIME: **2:00 p.m.**
PROJECT: **Program Verification, Site Selection design and Construction Administration
Basketball Practice Facility and Soccer Field**
PROJECT NO: **RFP SG53107**
LOCATION: **University of Connecticut
Capital Projects & Contract Administration
31 LeDoyt Road
Storrs, CT
Attn: Steve Grange
(Sealed Bids)**

NOTE: The Bid Due Date is Tuesday, October 23, 2007

Please note the following change must be incorporated into your proposal for the above RFP.

1 [Proposal due date has been changed to October 23, 2007](#)

[Question and responses](#)

2 How many addendum's has been issued to date

[Response - This is the first for this re-issued RFP](#)

3

Should the form of proposal be included with the other required forms or be included in the sealed envelope, pricing package #2

[Response – Please include in seal envelope](#)

4 Page 5; Section II; Pricing Proposal Package #2; item 3:

Please clarify what the University's expectations are for survey and Geotechnical work as it relates to the \$15,000 allowance noted on Page 6 in paragraph 3 under "Cost Proposal". Is the University asking the proposer to simply include \$15,000 to cover preliminary survey and Geotechnical work? Or, is the University asking the proposer to include as part of their team of sub-consultants both a surveyor and a Geotechnical engineer with a full scope of services for Part II of the Specific Project Tasks? Would these sub-consultants be bound to the proposer contractually or would they be hired by the University

[Response – The University is asking the proposer to include \\$15,000.00 to cover preliminary survey and Geotechnical work.](#)

5 Page 5; Section II; Pricing Proposal Package #2; item 6:

From the statement made that the “University will not provide office space, desks, copiers, etc...” is this made in reference to the proposer providing a full-time on-site representative during construction administration phase of this project? Proposer is assuming that Part II of their scope of work will include typical Basic Services associated with Construction Administration, and not a full-

[Response – Part II of scope should include typical basic services associated with construction administration](#)

6 Page 7; Additional Information:

With respect to items c, d and e, proposer cannot find this information within the RFP, nor on the University website. Please provide the source for viewing this information

[Response - Items, 1, 2, 3 are attached](#)

7 The University Fee Matrix lists LEED/Sustainable Design under “Disciplines”. The RFP language does not appear to address any requirements for making this facility LEED certified. Is it the expectation of the University that this project be LEED certified; or do you want the proposer to demonstrate the effort with regard

[Response – Yes silver LEED Certified.](#)

8 Is the University issuing an addendum to this RFP that adds a soccer program scope, as the cover page of the RFP implies?

[Response – Yes](#)

The University of Connecticut Bid Submission Requirements:

- All bidders must submit (return) this bid clarification with their proposal.
- **All bidders must initial the bottom of each page attesting to the fact that you have reviewed, read, understood, and accepted the information and terms and conditions within, without exception.**
- YOUR BID PROPOSAL *MAY BE* CONSIDERED NON-RESPONSIVE AND *MAY NOT BE* REVIEWED FOR FAILURE TO SUBMIT ALL OF THE ABOVE DOCUMENTATION (ALONG WITH ANY OTHER DOCUMENTATION DETAILED IN THE BID DOCUMENTS AND SPECIFICATIONS)

Bid Clarification Distribution:

- All bid awards must be approved by the University of Connecticut.
- After review of all factors, terms and conditions, including price, the University of Connecticut reserves the right to reject any and all proposal, or any part thereof, or waive defects in same, or accept any proposal deemed to be in the best interest of the University of Connecticut.

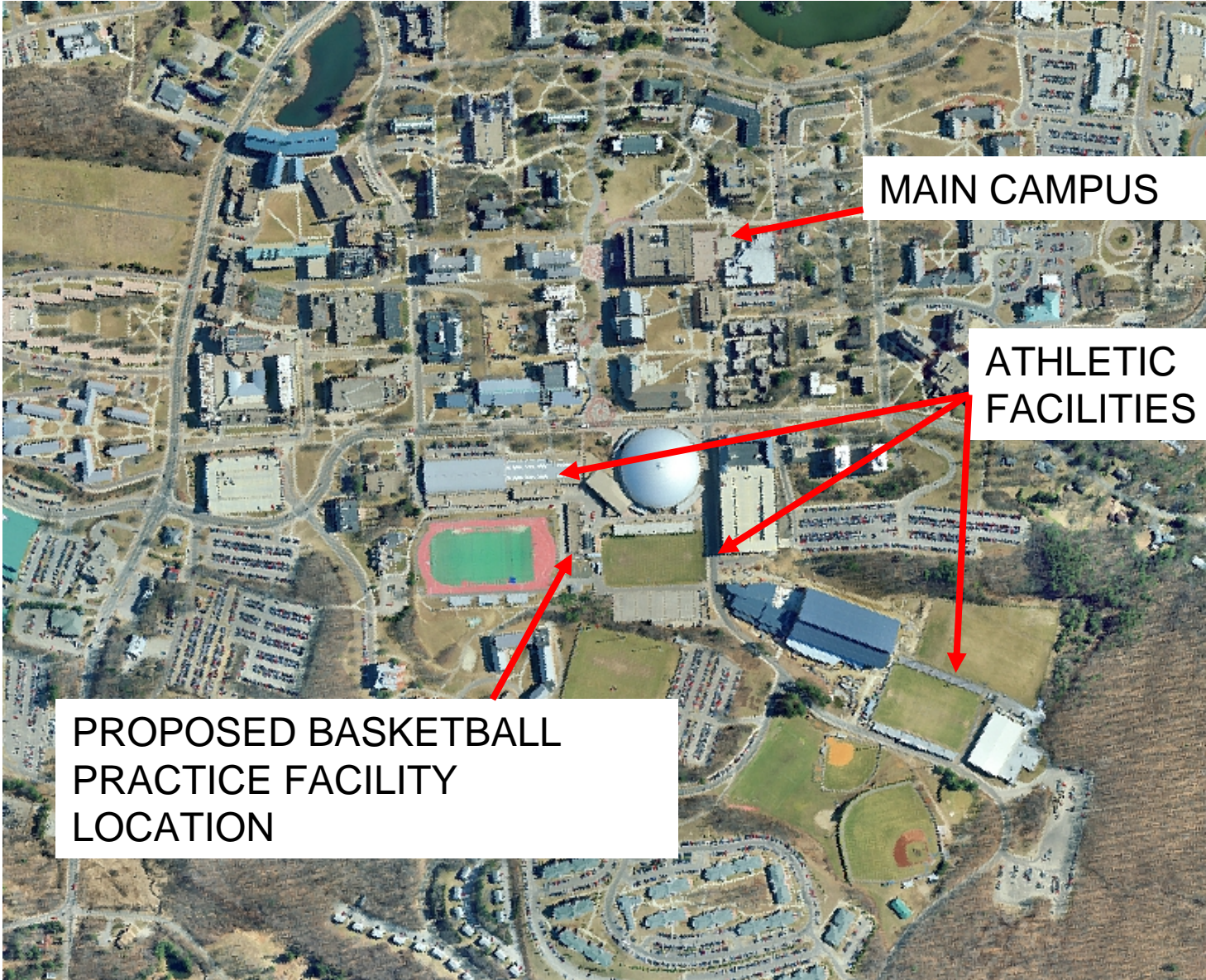
University of Connecticut

Stephen R. Grange C.P.M.
University Specialist

UNIVERSITY OF CONNECTICUT

BASKETBALL PRACTICE
FACILITY, OFFICES AND
LOCKER ROOMS

CONTEXTURAL SETTING



MAIN CAMPUS

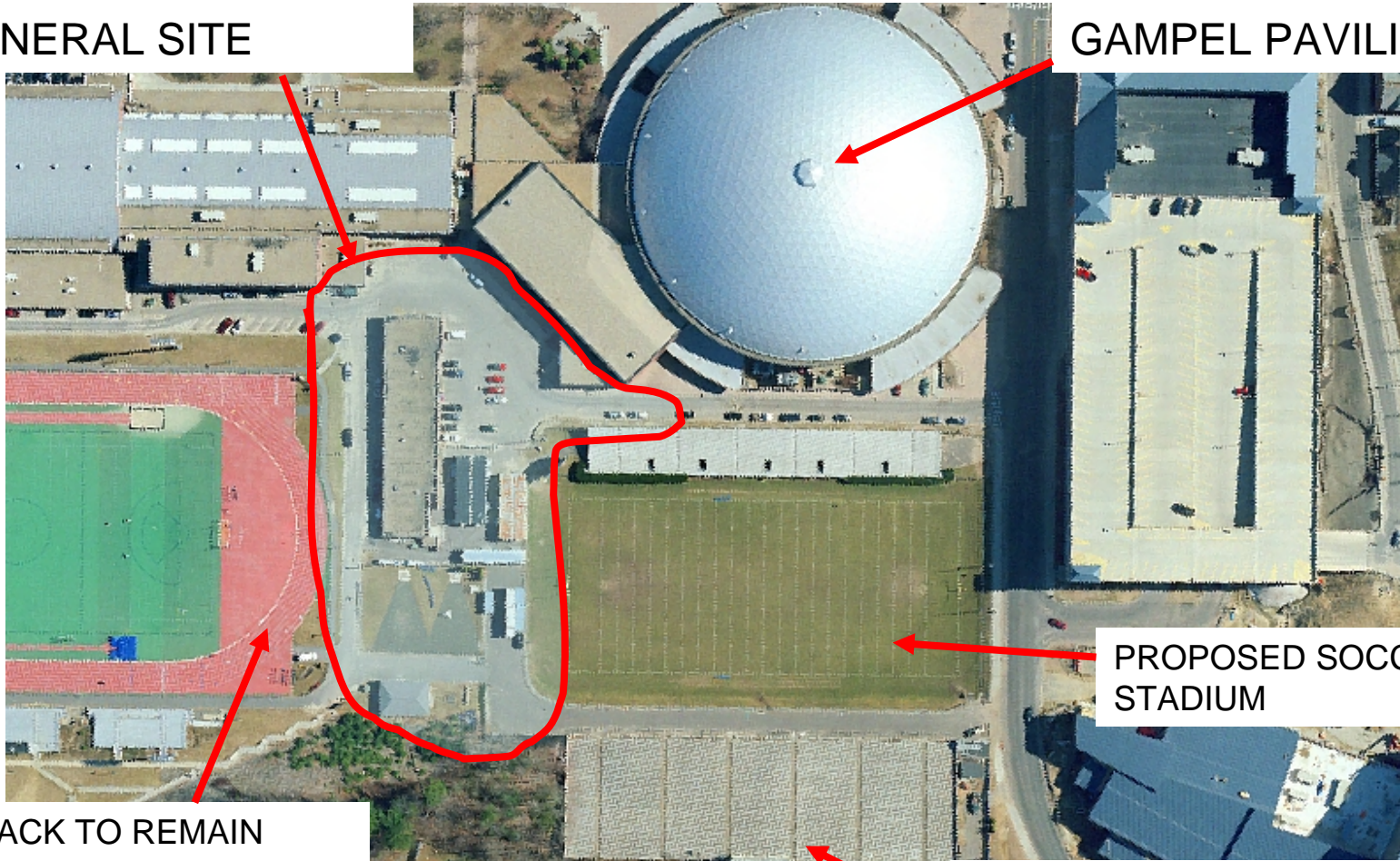
ATHLETIC FACILITIES

PROPOSED BASKETBALL PRACTICE FACILITY LOCATION

SITE MAP

GENERAL SITE

GAMPEL PAVILION



TRACK TO REMAIN

PROPOSED SOCCER STADIUM

MEMORIAL STADIUM –
STANDS TO REMOVED AND
REPLACED



**STATE OF CONNECTICUT
UNIVERSITY OF CONNECTICUT**

**STANDARD FIXED-FEE ARCHITECT'S CONTRACT
PROJECT NUMBER:**

This contract for professional services herein designated in connection with the project entitled Professional Design Services for _____ hereinafter called "the Project" or "this Project", is entered into as of the date referenced by the latest date of the signatures of the parties' authorized representatives on the signature page of this contract, 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 Sections 10a – 109a to 10a – 109y, inclusive of the Connecticut General Statutes, as revised, and _____ hereinafter called the "Architect";

WITNESSETH, that the University and the Architect, in consideration of the mutual covenants, terms and conditions herein contained, do hereby agree as follows:

1 - SCOPE OF PROFESSIONAL SERVICES/DEFINITIONS

1.1 The Architect shall provide professional services for the "Project" as required herein and in accordance with _____ of this contract, which document is attached hereto and made a part hereof.

1.2 The term "Department" as used in this contract shall mean the University Department of Architectural and Engineering Services. The term "Director" shall mean the Executive Director of Architectural and Engineering Services of the University of Connecticut.

1.3 The Architect's Hourly Rate Schedule is included below and shall serve as the basis to which professional services not included herein shall be calculated for the term of the project:

2 - ARCHITECT'S FEE AND PAYMENTS

2.1 The Architect's total fee of _____ shall be paid as indicated below, and for such other work as described in Exhibit A, which exhibit is attached hereto and made a part hereof, for the completion of the work specified when previously authorized in writing:

A. Schematic Design Phase ("SD"); C. Design Development Phase ("DD"); D. Contract Documents Phase ("CD"); E. Bidding or Negotiation Phase; F. Construction and Close-out Phase; in the event the University approves and allocates funds for construction, a sum of shall be paid to the Architect for construction administration services, if such administration is requested by the University of Connecticut. This sum includes the costs of services of any clerical and/or technical assistants working in the Architect's office or in the field. Said sum shall be paid in equal monthly installments, based upon the construction contract time, until payment reaches ___% of the construction administration sum. An additional

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_% of the construction administration sum shall be payable upon Certification of the Final Application for Payment. The balance of the construction administration sum shall be payable upon (1) completing project close out as required by the General Conditions and the General Requirements of the Contract for Construction (2) the receipt of record drawings, and archive specifications and (3) final Architect and consultant certifications.

G. Reimbursable expenses for the above including travel, printing, reproduction and mileage will be billed at __ and are estimated at ____.

H. Additional special services, including survey, geotechnical investigations, renderings, and other special consultants not included in Architects total fee will be billed at ____.

The duties of the Architect for said construction administration are as indicated in Article 6.9 of this contract. The Director is given the authority under this contract to exercise discretion with respect to monetary amounts due to or from the architect, or with respect to other matters that effect the architect's compensation or liability, the Director shall exercise such discretion in a reasonable and equitable manner under the facts and circumstances.

In the event the Director determines that the Architect has not performed its services as required by this contract, then the equal monthly installments shall be adjusted to a percentage commensurate with the level of the actual performance of the construction administration services. The equal monthly installment payments can be readjusted to a percentage commensurate with the level of the Architect's actual improvement of performance of construction administration services. The issue of the Architect's performance of services shall be determined by the Director.

All payment installments, as adjusted, shall remain in effect until the payments reach 90% of the construction administration sum. An additional 5% of sum shall be payable upon Certification of the Final Application for Payment. The balance of the construction administration sum shall be payable upon (1) completing project close out as required by the General Conditions and the General Requirements of the Contract for Construction and (2) the receipt of record drawings and archive specifications and (3) final Architect and consultant certifications.

Nothing contained herein shall limit the University's right to terminate or suspend this contract pursuant to Articles 9 and 10 of this contract.

It is understood that the Architect's total fee hereinbefore mentioned in Article 2 shall be reduced by the sum hereinbefore set forth in Paragraph 2.1.F if construction administration is not requested, and, conversely, shall be increased by any payments that the University shall be obligated to make pursuant to the provisions of Paragraph 6.9.3 of this contract. Said total fee shall also be subject to reduction pursuant to the provisions of the third paragraph of Paragraph 2.5.4.4 of this contract. It is also understood that a reasonable adjustment in said total fee shall be made by the Director in the event of termination or suspension, as provided in Articles 9 and 10 of this contract.

2.2 It is understood that no changes or adjustments shall be made in said fee unless the scope of the work performed or to be performed by the Architect has substantially changed as determined by the Director, and unless the Director has authorized in writing the change or adjustment in fee in accordance with the provisions of Article 12.6 hereafter entitled "Amendments to the Contract".

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

2.3 PAYMENTS. Invoices for completed work for each applicable design phase shall be submitted upon submission of progress sets as required by Article 5.2 and upon submission of the materials required by Article 5.1. The invoice for the Bidding and Negotiation Phase shall be submitted upon completion of that phase. Invoices for the Construction and Close-out Phase shall be submitted in accordance with Paragraph 2.1.F.

All such invoices shall be accompanied by such supporting information and documentation as the Department may require. No payments shall be made until the materials submitted in accordance with Article 5, as applicable, and such invoices, and such back up information as the Department may require, have been reviewed and approved by the Department.

2.4 ARCHITECT'S INVOICES: The Architect shall examine the invoices of its consultants to confirm that all claimed fees and expenses are allowed under this Agreement, and shall not include ineligible amounts in its invoices to the Department.

2.5 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.

2.5.1 The Architect shall permit the University or its duly authorized representative to examine and copy books and records of the Architect relative to charges for additional services, alleged breaches of contract, settlement of claims, or any other matter involving the Architect's demand for added compensation from the University. The Architect 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 Architect 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.

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

2.5.3 The Architect further agrees that it and its subcontractors or 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.

2.5.4 FEE ADJUSTMENT FOR ADDITIONAL OR SPECIAL SERVICES:

2.5.4.1 Should it be necessary for the Architect to engage the services of a licensed land surveyor, geotechnical engineer or test boring firm for the purposes of this contract, the University shall reimburse the Architect for the cost of such services and in addition shall also pay the Architect ten percent (10%) of such cost, or such other percentage deemed reasonable by the Director for overhead and profit. The Architect's selection of the consultant retained in connection therewith is to be submitted for approval.

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2.5.4.2 If, in the opinion of the University, any special technical service is required which is not usually furnished in architectural practice and which is not included in this contract, either expressed or implied by the nature of the work, then the University shall, in writing, authorize the service and the related cost. The Architect's selection of the consultant retained in connection therewith is to be submitted for approval. The University shall reimburse the Architect for the cost of any such services and in addition shall also pay the Architect ten percent (10%) of such cost, or such other percentage deemed reasonable by the Director for overhead and profit.

2.5.4.3 Should the Architect itself wish to perform special services as described in this Article, the Architect shall submit to the University a written quotation of the cost of its performing such services. The quotation shall not include, nor shall the Architect be paid for, an additional percentage of the cost for overhead and profit. The Department shall decide whether to allow the Architect to perform the work with its own forces based on its quotation, and shall notify the Architect accordingly.

2.5.4.4 If at any time during the term of this contract the University should require the Architect to make any substantial change in the size or scope of the work or require any substantial change in plan, design or specification which shall necessitate the preparation by the Architect 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 Architect shall prepare the additional documents and make changes as required and shall be entitled to reasonable compensation therefor. The Director shall determine the amount of such compensation and the manner of payment thereof. If the University should require any such substantial changes and if these should result in a change in the amount of the total construction budget noted in Article 4 of this contract, said amount shall be considered changed to an amount determined by the Director.

The above notwithstanding, should it be necessary for the Architect to prepare any such additional documents or make changes in the same for purposes of meeting the budget requirements of the Project, and where an unforeseen increase in the cost of labor and/or materials is not the governing factor, the Architect shall perform such duties without receiving additional compensation.

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

2.5.4.5 For reuse by the University of the drawings and specifications prepared by the Architect under this contract, the Architect shall be paid a reasonable fee for such reuse plus a reasonable fee for making necessary changes to such drawings and specifications as may be required by job conditions. The Director shall determine the amounts of such fees.

2.5.4.6 If for reasons of incomplete scope, complexity, etc., a fixed fee cannot be determined by the Director, the University shall compensate the Architect 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 shall 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 shall not exceed a reasonable rate, as determined by the Director and as authorized in writing in accordance with Section 12.6 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 shall be responsible for payment for overhead and profit, as set forth in OPM General Letter 97-1. Monthly requests for payment shall be

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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 Architect shall certify that each amount invoiced is both accurate and commensurate with the work performed for the University under this contract.

3 - DESIGN SCHEDULE

3.1: The Architect shall provide any and all services, documents and materials as required by this contract for the following phases within the time periods specified below or, at the option of the University of Connecticut, within extended periods to be determined by the Department, if the Department is of the opinion that such extensions are warranted and if the Department evidences its consent to such extensions in writing:

- A. Programming: calendar days after receipt of this approved contract.
- B. Schematic Design Phase: calendar days after receipt of this approved contract or receipt of written notice to proceed;
- C. Design Development Phase: calendar days after receipt of written notice to proceed;
- D. Contract Documents Phase: calendar days after receipt of written notice to proceed.
- C. Permitting: calendar days after receipt of written notice to proceed.

3.2 TIME OF THE ESSENCE: The Architect acknowledges that time is of the essence in this Agreement. The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Time limits established in the Project schedule identified above, and in the Design Schedule developed under Section 6.1.9, shall not be exceeded by the Architect, except with reasonable cause.

4 - CONSTRUCTION BUDGET AND CONSTRUCTION COST

4.1 The Architect's design shall be based on a total construction budget of _____. This amount is not to be exceeded except by prior and express written permission from the Director.

4.2 DEFINITION: The Construction Cost shall be the total or estimated cost to the University of all elements of the Project designed or specified by the Architect. The amount of the total construction is to include all construction work and the connection of all existing utilities and related services; it is to include any other costs directly chargeable to the proper functioning of the building with the exception of the furnishing of equipment other than that which is usually built in as a component part of the building.

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

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

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4.2.3 The Construction Budget may be changed only by written notice from, or the written authorization of, the Department. The Architect shall express any objections to a change in the Construction Budget within ten days from receipt of such notice.

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

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

5 - REQUIRED DOCUMENTS

5.1 The Architect shall submit the following materials for review and approval:

- A. Pre-Design Study Phase: 2 sets of reproducible documents, photographs of the models and the models themselves;
- B. Schematic Design Phase: 2 sets of reproducible full-size drawings, 0 sets of half-size drawings; 2 sets of specifications; and 2 sets of detailed cost estimates;
- C. Design Development ("DD") Phase: 2 sets of reproducible full-size drawings, 0 sets of half-size drawings; 2 sets of specifications; and 2 sets of detailed cost estimates;
- D. Contract Documents ("CD") Phase: 2 sets of reproducible full-size drawings, 0 sets of half-size drawings; 2 sets of specifications; and 2 sets of detailed cost estimates.

It is understood that no review and/or approval by the University of any design or design documents submitted by the Architect at any phase or stage shall relieve the Architect of the Architect's responsibility to design the Project to the approved program or budget and in full compliance with the University's Design Standards, as set forth in Paragraph 6.1.11 of this contract, Connecticut Building and Fire Safety Codes, all applicable laws, statutes, regulations and ordinances, as set forth in Paragraph 6.1.7 of this contract, and as otherwise required by this contract, or of any responsibility of the Architect arising out of the University's reliance on the Architect's professional skill and ability to discharge the services required by this contract.

5.2 PROGRESS SETS: "Progress Set" submittals are required at 50% DD, 50% CD and 90% CD. One reproducible set of full size drawings and one set of specifications for each "Progress Set" is to be provided.

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

5.4 ELECTRONIC MEDIA: The Architect shall develop drawings for this Project using computer aided drafting software fully compatible with AutoCAD's Release 2004 or such other version as approved by the Department. After the required end-of phase documents are approved by the Department, and at a time specified by the Department, the Architect shall submit the documents on CD ROM. Upon completion of

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construction of the Project, the Architect shall submit revised digital media to reflect as-built conditions. All AutoCAD documentation related to a Project shall be of a single media type. All the work called for in this paragraph shall be provided by the Architect at no additional cost to the University.

5.5 INSTRUMENTS OF SERVICE: Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors. The University shall 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 Architect and the Architect's consultants are being done at the discretion of the University and shall be considered work for hire and that any rights in and to all original material prepared for the University and arising out of the Design Services as provided pursuant to this contract or as part of the process of creating the work product shall belong exclusively to the University, no rights therein being reserved to the Architect. The Architect shall secure appropriate written contracts with each of its consultants and subcontractors performing work on the Project for the Architect 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, Architect hereby irrevocably assigns the exclusive copyright to the University.

6 - ARCHITECT'S SERVICES

6.1 GENERAL SERVICES:

6.1.1 COMPREHENSIVE SERVICES. Basic Services of the Architect shall include the services of all professional and technical disciplines needed to perform the services described herein whether performed by the Architect or by consultants hired by the Architect. These services, and all services of the Architect and its consultants, shall be performed according to generally accepted standards of professional practice and care as defined by Connecticut Law.

6.1.2 KEY PERSONNEL. The key personnel of both the Architect and its consultants assigned to the Project shall be identified in writing and submitted to the Department before the execution of the contract. Any change in personnel is subject to the Department's approval, which will not be unreasonably withheld. The Department may, at any time, require the replacement of any individual deemed unsuitable for the Project.

6.1.3 CONSULTANTS. The consultants anticipated to be used by the Architect shall be identified in writing and submitted to the Department before execution of the contract. Additional or substituted consultants must be approved in advance by the Department. Copies of all contracts with any consultant shall be supplied to the University within five (5) days of their execution.

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

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

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6.1.6 ARCHITECT'S/CONSULTANT'S DOCUMENTS. The Construction Documents will be complete, coordinated and in full and strict compliance with all laws, Connecticut Building and Fire Safety Codes, statutes, regulations and ordinances, excluding zoning ordinances, at the time they are delivered to the Department. If at any time, defects, deficiencies, errors, omissions, lack of coordination or non-compliance with the requirements of this contract are discovered in connection with the drawings, specifications, sketches, or other Contract Documents or information prepared or provided by the Architect, the Architect, immediately upon becoming aware of same, shall take all necessary steps to correct any such defects, deficiencies, errors, omissions, lack of coordination or non-compliance and issue any necessary documents for such correction at no additional cost to the University. The Architect shall be responsible for costs and damages incurred by the University or contractor/construction manager resulting from a deviation from the design standard as set forth in Paragraphs 6.1.1 and 6.1.14 of this contract which results 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 the Project and increased construction costs. The Architect represents that the design of the Project will not result in patent, trademark, or copyright infringement, and shall indemnify and hold the University harmless from and against any such infringement.

6.1.7 LAWS, CODES AND REGULATIONS. The Architect shall identify and research all laws, Connecticut Building and Fire Safety Codes, statutes, regulations and ordinances, excluding zoning ordinance review, applicable to the Project, shall design the Project to be in compliance therewith, and shall ensure, represent, covenant and warrant that the design and all design documents and submittals shall be and are in compliance therewith. With the Department's approval, and at times appropriate to the Project phase, the Architect, and his consultants if necessary, shall review the Project with any board, committee, commission, agency or persons having authority or jurisdiction with regard to any aspect of the project. The Architect shall prepare necessary written and graphic explanatory materials, and appear on Department's behalf at agency, board, committee, commission and public meetings incidental to Architect's design and construction administration services. The Architect shall assist the Department in the review of the Project with Building Officials, Fire Marshals and any other State or municipal agency or department representatives that may have jurisdiction over the Project. All such visits shall be made with the Department's Representative. If required for the Project and authorized by the Department, the Architect shall prepare necessary code modification requests. The Americans with Disabilities Act (ADA) provides, among other things, that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to and by individuals with disabilities. The Department acknowledges that portions of the requirements of the ADA may be subject to various interpretations. The Architect, therefore, will use his or her professional efforts and judgment in accordance with the standards of the industry, to interpret applicable ADA requirements; notwithstanding the requirements for accessibility per the Connecticut State Building Code shall be strictly applied and adhered to the Project.

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

6.1.9 DESIGN SCHEDULE. The Architect shall prepare a comprehensive Design Schedule, based on the Department's overall Project Schedule. The Design Schedule shall be presented in the Department's required format, and shall be prepared Microsoft Project latest version. The Design Schedule shall be provided to the Department in an electronic file upon request. The Design Schedule shall include all milestones identified in the Project Schedule, and shall identify deadlines for information exchange and decision-making, major meetings, progress and end-of-phase document submissions, Department review/approval periods,

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submission for approval of authorities having jurisdiction, and value engineering sessions or other major activities as are appropriate to the Project.

6.1.9.1 The Architect shall continuously monitor the Design Schedule and shall notify the Department of actions required to maintain the schedule. The Architect shall update the Design Schedule at each project meeting. Milestones may be modified only with the approval of the Department. The Architect is not responsible for changes to the Design Schedule which occur due to matters outside the control of it and/or its consultants.

6.1.10 MEETINGS. The Architect shall schedule all meetings with the Department through the Department's Project Manager.

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

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

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

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

6.1.13 The Architect shall consult with the Department Project Manager to ascertain requirements of the Project and consult with proper State authorities and inform himself as to specific institutional conditions that might affect his contemplated work or the hours or season of its execution, use of adjacent areas, interruptions of institutional routine, etc. The drawings and specifications submitted by the Architect for review and approval by the Department shall reflect consideration of those conditions requiring safeguards and precautionary measures in excess of usual practice.

6.1.14 The Architect warrants, covenants and agrees that the Architect and any consultant retained by the Architect shall perform their services under this contract in accordance with the standards and practices of their respective professions, and that any documents, material or information supplied by the Architect or such consultant as required by the contract shall be in accordance with the standards and practices of their respective professions.

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6.1.15 To the maximum extent allowed by law, the Architect 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 Architect or anyone for whom the Architect is responsible in the performance of the contract. This indemnification shall survive the completion of the Project or termination of this contract to the maximum extent allowed by law. Nothing in this paragraph shall be construed as obligating the Architect to indemnify or hold harmless any of the parties indemnified hereunder against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of such indemnified party, or such party's agents or employees.

6.1.16 Whether performed by the Architect, or consultants retained by the Architect, basic services shall include the services of all professional and technical disciplines needed to perform the services described here in.

6.2 ADDITIONAL SERVICES: The following services are not included in Basic Services unless they are authorized in the contract. They shall be provided only if authorized by the Department in writing. Before performing any additional services, the Architect shall provide to the Department the fixed or not-to-exceed costs for performing such services, and the contract shall be amended in accordance with Article 12.6.

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

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

6.2.3 REPLACEMENT OF WORK. Providing consultation concerning replacement of any work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such work.

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

6.2.5 POST FINAL COMPLETION. Providing services, other than the 10-month warranty inspection, after issuance to the Department of the final Project Certificate for Payment, provided that the Architect's closeout phase obligations have been fully completed. In the absence of a final Project Certificate for Payment, providing services required to extend the close-out period more than sixty days after the Date of

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Substantial Completion of the work, except when the Architect is the cause of such extension. An extension of the close-out period beyond sixty days does not entitle the Architect to additional compensation for close-out services which are not affected by the time extension, such as review of required close-out submittals, or preparation of MEP systems descriptions, even though such services may occur during the extension.

6.2.6 WITNESS. Preparing to serve or serving as a witness on the Department's behalf in connection with any legal proceeding, except that with regard to claims allegedly arising out of the errors or omissions of the Architect or its consultants, such services shall be provided by the Architect and its consultants not as an additional service but as part of Basic Services.

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

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

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

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

6.3. PRE-DESIGN STUDY PHASE: The purpose of this phase is to define and reconcile functional, architectural and budgetary requirements. The Architect shall develop a Facilities Program Document for the Project as described below. At this time the Architect shall make sufficiently accurate estimates to determine the feasibility of constructing the Project within the funds available. The Architect shall submit for review and approval the Facilities Program Document, the conceptual design drawings and diagrammatical massing models.

The Facilities Program Document shall include the following elements:

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

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

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

6.4 SCHEMATIC DESIGN PHASE: Pursuant to conferences with the Department, designs shall be prepared by the Architect to encompass the general program of the Project. These designs shall consist of small scale drawings, elevations, sections and outline specifications. All specifications shall be prepared in accordance with the CSI (Construction Specifications Institute) manual of practice. At this time the Architect shall make a detailed estimate of the Construction Cost as defined in Article 4 of this contract with sufficient accuracy to determine the feasibility of constructing the Project within the funds available. The Architect shall submit for review and approval the number of sets of drawings, specifications and detailed cost estimates as indicated in Article 5 of this contract.

While preparing such drawings, specifications and detailed cost estimates, the Architect shall investigate any factors that may conflict with the use of the site as proposed, such as neighboring building lines, zoning regulations, sanitary codes, health and fire laws, local ordinances, etc., and shall report his findings thereon to the Department when submitting schematic design phase drawings, outline specifications and detailed cost estimates.

The Architect shall design the Project to the approved program and budget and in compliance with the University's Design Standards, as set forth in Paragraph 6.1.11 of this contract, Connecticut Building and Fire Safety Codes, all applicable laws, statutes, regulations and ordinances, as set forth in Paragraph 6.1.7 of this contract, and as otherwise required by this contract. If, at the end of the Schematic Design Phase, the detailed cost estimate, after reconciliation with the University's independently developed estimate, if available, exceeds the total construction budget stated in Article 4 of the contract, the Architect shall make appropriate recommendations to the Department for adjustments to the Schematic Design Documents in regard to the Project's scope, quality or budget. At that time the University shall have the right to instruct the Architect to modify the Schematic Design Documents as necessary, without additional compensation, to comply with the budget and program.

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

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

6.4.1 PROGRAM REVIEW AND EVALUATION. If the program was not developed by the Architect as part of the Pre-Design Study Phase, the Architect shall review the program furnished by the Department to ascertain the requirements of the Project. Provide a written evaluation of any proposed revisions to the Departments' program, schedule and construction budget requirements, each in terms of the other.

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

6.4.2.1 Review with the Department alternative approaches to the overall design and construction of the Project.

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6.4.2.2 Suggest alternatives to various building systems and components and construction methodologies. Provide an evaluation of the effect of the alternatives on the total project concept, constructability, overall schedule, and cost of the Project. Provide pricing and cost information for all elements of labor and materials, derived from at least two sources of pricing/cost information commonly utilized in the construction industry.

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

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

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

6.4.6 ELECTRICAL DESIGN. Review with the Department alternate materials, systems and equipment. Develop conceptual design solutions for power service and distribution, interior and exterior lighting, audiovisual systems, fire detection and alarms, security systems, electronic communications (telephone and data), and special electrical systems. Identify general space requirements.

6.4.7 CIVIL DESIGN. Review with the Department alternate materials and systems. Develop conceptual design solutions for on-site utility systems, fire protection systems, drainage systems, grading paving, curb cuts, and review of impacts on off site utilities required for the Project.

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

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

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

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

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

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

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

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

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

6.4.17 The Architect shall, if and when directed by the Department, perform a review and analysis of the existing structure as required in Article 6.11 of this contract.

6.4.18 SUSTAINABLE DESIGN. Upon completion of the Schematic Design Phase for the Project, the Architect shall submit to the Department documentation and proof, in a format approved by the Department, that the design has incorporated the concepts of sustainable design, as stated in the "University Design Guidelines and Standards", consistent with the LEED Certification Level set forth in the contract.

6.5 DESIGN DEVELOPMENT PHASE: The Architect must receive written notice from the Department to proceed with the design development phase before commencing the phase. The design development phase drawings shall show the extent of the site, location of the Project on the site and the general disposition of the principal features and equipment embodied in the Project, and shall be sufficiently developed so as to fix and illustrate the size and character of the Project in all of its essential basic particulars as to kinds of materials, types of structure, and mechanical and electrical systems. All specifications shall be prepared in accordance with the CSI (Construction Specifications Institute) manual of practice. The Architect shall submit for review and approval the number of sets of drawings, specifications and detailed cost estimates as indicated in Article 5 of this contract.

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Submitted with the design development phase drawings and specifications shall be a detailed estimate of the Construction Cost as defined in Article 4 predicated on the same, and broken down into the major sub-trades for the construction of the building, with separate figures for special items such as equipment, site work, and utility lines. Basic engineering and other drawings and specifications shall also be provided at this time by the engineers and other consultants working under the direction of the Architect.

The Architect shall design the Project to the approved program and budget. If, at the end of the Design Development Phase, the detailed estimate of Construction Cost, as defined in Article 4 of this contract, after reconciliation with the University's independently developed estimate, if available, is greater than the University's Construction Budget, the Architect shall make appropriate recommendations to the Department for adjustments to the Design Development Documents in regard to the Project's scope, quality or budget. At that time the University shall have the right to instruct the Architect to modify the Design Development Documents as necessary, without additional compensation, to comply with the budget and program.

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

As the drawings submitted during this phase are to form the basis of the whole concept of the Project, they shall be reviewed by the Department for conformance to functional and technical requirements of the Project and approved by the Department before the Architect proceeds to the next phase. It is understood, however, that such review and approval, as well as any prior or subsequent review and/or approval of any design or design documents submitted by the Architect at any time, does not relieve the Architect from the Architect's responsibility to design the project to the approved program and budget and in compliance with the University's Design Standards, as set forth in Paragraph 6.1.11 of this contract, Connecticut Building and Fire Safety Codes, all applicable laws, statutes, regulations and ordinances, as set forth in Paragraph 6.1.7 of this contract, and as otherwise required by this contract, arising out of the University's reliance on the Architect's professional skill and ability to discharge the Architect's services as required by this contract.

The Architect shall provide as Design Development Phase services the following, in connection with or in addition to the above:

6.5.1 GENERAL. Based on the approved Schematic Design Documents, incorporating the Department's review comments and any adjustments authorized by the Department to the program, schedule, or construction budget, further develop the design of the Project; resolve remaining design issues with the Department; research materials, systems, and equipment; prepare Design development Drawings and outline Specifications, all subject to the Department's approval.

6.5.2 ARCHITECTURAL DESIGN. Establish the final scope, relationships, forms, size and appearance of the Project through plans, sections and elevations; typical construction details; materials selection; equipment layouts; and perspective sketches and study models where appropriate to convey three-dimensional design intent.

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

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6.5.4 STRUCTURAL DESIGN. Based on the approved structural system, establish final structural design criteria, foundation design criteria, bay spacing and other dimensions, preliminary sizing of major structural components, critical coordination clearances, and outline specifications.

6.5.5 MECHANICAL DESIGN. Perform HVAC load calculations, and plumbing fixture counts. Establish equipment sizes and capacities; equipment, distribution, and piping layouts; required space for equipment; required chases and clearances; acoustical and seismic controls; visual impacts; energy conservation measures, and develop control schematics.

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

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

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

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

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

6.5.11 SPECIFICATIONS. Prepare a design development specification consisting of summary specification sections organized according to the CSI Division format. Review Division 1 sections provided by the Department, and submit proposed modifications.

6.5.12 COST ESTIMATING. If, as the Design Development Documents are being developed, there is a fundamental design change which will have a significant impact on the Construction Cost, provide the Department with the estimated cost impact of the contemplated change. If authorized by the Department, adjust the Project scope, quality, or construction budget to best meet the Department's requirements, based on such reevaluations of the Cost Estimate. Concurrent with the submission of the Design Development Documents, submit to the Department a detailed estimate of the Construction Cost as defined in Article 4 of this contract organized according to the CSI format. Reconcile estimate with the Department's independently developed estimate.

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

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

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

6.5.16 SUSTAINABLE DESIGN. Upon completion of the Design Development Phase for the Project, the Architect shall submit to the Department documentation and proof, in a format approved by the Department, that the design has incorporated the concepts of sustainable design, as stated in the "University Design Guidelines and Standards", consistent with the LEED Certification Level set forth in the contract.

6.6 CONSTRUCTION DOCUMENT PHASE: The Architect must receive written notice from the Department to proceed with the contract documents phase before commencing the phase. The documents to be provided in this phase are a part of the construction contract and as such must explain in substantial detail the full scope of the work included in, and performed under, the construction contract. A final detailed estimate of the Construction Cost, as defined in Article 4 of this contract, including unit prices, quantities, labor and materials, predicated on the contract documents phase drawings and detailed specifications, shall be included as a part of this phase. All specifications shall be prepared in accordance with the CSI (Construction Specifications Institute) manual of practice and in accordance with Sections 10a – 109a to 10a – 109y inclusive of the Connecticut General Statutes, as revised, when applicable. The Architect shall submit for review and approval the number of sets of drawings, specifications and detailed cost estimates as indicated in Article 5 of this contract. Such review and approval by the Department, as well as any prior or subsequent review and/or approval of any design or design documents submitted by the Architect at any time, does not relieve the Architect from the responsibility to design the project to the approved program and budget and in compliance with the University's Design Standards, as set forth in Paragraph 6.1.11 of this contract, Connecticut Building and Fire Safety Codes, all applicable laws, statutes, regulations and ordinances, as set forth in Paragraph 6.1.7 of this contract, and as otherwise required by this contract, arising out of the University's reliance on the Architect's professional skill and ability to discharge the Architect's services as required by the contract.

The Architect shall design the Project to the approved program and budget and in compliance with the University's Design Standards, as set forth in Paragraph 6.1.11 of this contract, Connecticut Building and Fire Safety Codes, all applicable laws, statutes, regulations and ordinances, as set forth in Paragraph 6.1.7 of this contract, and as otherwise required by this contract. If, at the end of the Construction Document Phase, the detailed Construction Estimate, after reconciliation with the University's independently developed estimate, if available, is greater than the University's Construction Budget, the Architect shall make appropriate recommendations to the Department for adjustments to the Construction Document in regard to the Project's scope, quality or budget. At that time the University shall have the right to instruct the Architect to modify the Construction Documents as necessary, without additional compensation, to comply with the budget and program.

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

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

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

The Architect shall provide as Construction Document Phase Services the following, in connection with or in addition to the above:

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

6.6.2 DRAWINGS. Drawings shall fully document the scope of work and details for the Project, and shall be coordinated internally and with the Specifications. Construction drawings and specifications, or other construction documents or construction Contract Documents, submitted by Architect to Department for approval or to any contractors/construction managers for bidding or negotiation shall be complete and unambiguous and in full compliance with the University's program and budget, the University's Design Standards, as set forth in Paragraph 6.1.11 of this contract, Connecticut Building and Fire Safety Codes, all applicable ordinances, statutes, regulations and laws, as set forth in Paragraph 6.1.7 of this contract, and as otherwise required by this contract. By submitting same for construction contract purposes, Architect certifies that Architect has informed the Department of any tests, studies, analyses or reports that are necessary or advisable to be performed by or for the Department at that point in time. Architect shall additionally confirm these facts in writing at such time, if Department so requests. After the documents to be provided in the Construction Documents phase are approved by the Department, and at a time specified by the Department, the Architect shall submit drawings on CD ROM discs. All the work called for by this paragraph shall be provided by the Architect at no additional cost to the Department.

6.6.3 PROJECT MANUAL. The Project Manual shall include:

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

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

6.6.3.3 Technical Specifications prepared by the Architect and the Architect's consultants, which shall be in full compliance with the University's program and budget, the University's Design Standards, as set forth in Paragraph 6.1.11 of this contract, Connecticut Building and Fire Safety Codes all applicable ordinances, statutes, regulations and laws as set forth in Paragraph 6.1.7 of this contract, and as otherwise required by this contract.

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

6.6.3.5 Organize and coordinate the Bidding/Proposal Documents and deliver them to the Department for reproduction. Note that all Division 0 documents consist of the Department's standardized forms, which shall be prepared by the Department, and may not be modified by the Architect without the Department's prior approval. The Architect shall produce an electronic track changed version of Departments Standard

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Division 1 to indicate any changes required to coordinate the document with specific plans and specifications for the Project for the Departments review and approval prior to preparing the final document.

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

- .1 Changes in materials, systems, or details of construction, which have occurred during preparation of the Construction Documents;
- .2 Known changes in the cost of materials, labor or services since the previous Construction Cost estimate.
- .3 Adjustments for known or anticipated changes in the bidding market relative to the Project.

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

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

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

6.6.8 APPROVALS. Assist the Department in connection with the University's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. For Threshold Projects as defined by the Connecticut Statutes, Regulations and Building Codes, participate with the University's Third Party Structural Peer Reviewer. Revise documents as necessary to obtain approval from any authorities having jurisdiction with regard to the Project.

6.6.9 CERTIFICATIONS. The Architect and each Engineer responsible for each engineering discipline (i.e. structural, fire protection, mechanical, soils, electrical, plumbing, et al) shall provide to the University a “Certificate of Substantial Compliance with the Connecticut Building and Fire Safety Codes” bearing original signatures and seals, stating: “This is to CERTIFY that the design of the referenced structure is in full compliance with the Connecticut Building and Fire Safety Codes adopted by the State of Connecticut, including the following approved modifications of Code (list, if any)” The Architect shall be responsible for obtaining the Certificate and providing it to the Department with the Construction Document Phase Submittal.

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6.7 END-OF-PHASE DOCUMENTS: The following items are required at the end of each phase, in the quantities set-forth in Article 5:

Item	SD	DD	CD
Title Sheet	X	X	X
Site Plan	X	X	X
Utility Plans	X	X	X
Landscape Plans		X	X
Civil Plans		X	X
Preliminary Framing Plans	X		
Structural Plans		X	X
Architectural Floor Plans	X	X	X
Interior Elevations		X	X
Exterior Elevations	X	X	X
Building Sections	X	X	X
Reflected Ceiling Plans		X	X
Enlarged Plans			X
Wall Sections		X	X
Details and Schedules		X	X
Block Heating and Cooling Loads		X	
HVAC Load Calculations		X	X
MEP Plans	X	X	X
MEP Schedules		X	X
MEP Riser Diagrams		X	X
Mechanical Flow Diagrams	X	X	X
Controls Points List		X	X
Controls Location Plan		X	X
Sequence of Operation	X	X	X
Electrical One-line Diagrams	X	X	X
Electrical Load Calculations		X	X
Outline Specifications (systems format)	X		
Outline Specifications (1 - 17 division CSI format)			X
Project Manual			X
Construction Cost Estimate	X	X	X
Code Review/Analysis		X	X
Life Cycle Cost Analysis - As required by Owner (additional service)			X
Area Efficiency Calculations	X	X	X
Structural Peer Review			
List of Required Submittals		X	
List of Proprietary or Non-University of Connecticut Standard Items		X	X
Perspective Sketches/Study Models	X	X	X
Presentation Renderings			X
Presentation Models As required by Owner (additional service)			

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6.8 BIDDING OR NEGOTIATION PHASE: In the event the University bids the contract drawings and specifications, the Architect shall, as part of the design services to be rendered for his established fee, include as much of his professional services as the University deems necessary for the well-being of the Project and the efficient prosecution of the bidding process. The Department may instruct the Architect to modify Construction Documents as necessary without additional compensation to comply with the budget and program. The Architect shall make appropriate recommendations to the University for adjustments to the Construction Documents in regard to the Project scope, quality or budget.

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

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

The Architect shall also provide the following services:

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

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

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

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

6.8.5 ADDENDA. Prepare and submit to the Department for distribution to bidders/proposers Addenda as may be required during the bidding/proposal process, in order to notify all bidders/proposers clarifications and/or modifications to the bidding/proposal documents, changes in the bidding/proposal schedules or procedure or other information. All addenda must be approved by the Department prior to issuance. Review alternates or substitutions proposed by bidders or proposers in connection with any interview/negotiation

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process pursuant to C.G.S. Sec 10a-109n(c) (3), of the “UCONN 2000 Act” and make recommendations to the Department. Upon the receipt of the Bids/Proposals, or at the conclusion of the interview/negotiation process, the Architect will prepare and provide to the Department a full set of plans and specifications incorporating all alternates, substitutions, clarifications, or modifications.

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

6.8.7 SUBSTITUTIONS. The Architect shall, during both the bidding/proposal or negotiation phase, if applicable, and the construction phase, review and make recommendations with regard to all requests for substitutions submitted by bidders/proposers or contractors/construction managers.

6.9 ARCHITECT'S DUTIES DURING CONSTRUCTION:

6.9.1 If the Architect's services during construction are requested as set forth in Paragraph 2.1.F of this contract, the Architect shall, as part of the services to be rendered for his established fee, include as much of his professional services and the services of his consultants as the University deems necessary for the well-being of the Project and efficient prosecution of the construction work. If the Architect fails to perform such duties in a conscientious and reasonable manner, the University may exercise its right to terminate this contract as hereinafter provided in Article 9.

6.9.2 Additionally, it is understood and agreed to by the Architect and the University that, should the Architect's services during construction be requested in writing as set forth in Paragraph 2.1.F of this contract, such services shall include, but not be limited to, the following:

- a. observe the progress and quality of the construction work in order to determine whether there appear to be any defects or deficiencies in the construction work or deviations from the drawings, specifications, and Contract Documents for construction, including variations from the materials specified and the methods of construction authorized. The Architect shall not be required to guarantee the performance of the general contractor/construction manager or his subcontractors/trade contractors;
- b. attend on-site and other job meetings on such a schedule as required by the Department (but no less than on a weekly basis), at which the Architect shall, on the basis of the Architect’s visitations to the site and observations thereon, address issues and questions regarding the Project, report on the progress of the work and make recommendations concerning the same. These meetings shall be attended by the “Senior Architect” assigned by the Architect to the Project, and/or by such other architects or personnel of the Architect as agreed to by the Department;
- c. submit to the University on a weekly basis, in such form as directed by the Department, observation-based reports regarding the progress and quality of the work;
- d. examine submittals and furnish recommendations to the Department concerning material and equipment, and review and report on the general contractor's/construction manager’s proposals in connection with changes in the construction contract. These services are to be performed within five (5) calendar days of receipt of such proposals so as not to delay the work;
- e. review and return payment requisitions submitted by the contractor/construction manager within three (3) working days of the receipt of such submittals;
- f. review and comment on shop drawings submitted to him for review. This service is to be performed within five (5) working days of the receipt of such submittals unless the University assents to written notification of why this cannot be accomplished;
- g. within thirty (30) calendar days after receipt, record on the original drawing electronic files (and CAD files, as required) all changes made during the period of construction as furnished and recorded by the

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contractor/construction manager, and, at his expense, provide reproducible mylars (and updated CAD files, as required) to the Department which reflect such changes. The mylars (and CAD files, as required) shall become the property of the University;

h. fully cooperate with the University during the progress of the work.

6.9.3 In the event that the time period of the construction contract is exceeded by more than 10% due to no fault of the Architect, the Architect may be paid for any additional services required beyond the 10% construction contract time overrun a reasonable fee to be determined by the Director. The question of fault or no fault on the part of the Architect shall be determined by the Director.

If requested to perform Construction Administration services as set forth in Paragraph 2.1.F of this contract, and when authorized to proceed in writing by the Department, the Architect shall perform as Construction Phase Services the following, in connection with or in addition to the above:

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

6.9.5 INTERPRETATION OF DOCUMENTS. The Architect shall interpret the Contract Documents upon the written request of the Department or contractor/construction manager, or as provided in the construction Contract Documents, within 5 calendar days of any such request.

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

The Architect's consultants shall visit the Project Site with sufficient frequency to familiarize themselves with the progress and quality of the work and to inspect the work to determine compliance of the work with the Contract for Construction, including approved shop drawings and other submittals, and the Project Construction Schedule.

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

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6.9.7 ACCESS TO THE WORK. The Architect shall at all times have access to the work wherever it is in preparation or progress.

6.9.8 PROJECT PROGRESS MEETINGS. The Architect and the Architect's consultants as required shall attend project progress meetings at weekly intervals, unless an alternate schedule is established by the Department. The Architect shall also submit bi-monthly status reports to the Department advising of the progress and quality of the work.

6.9.10 CONSTRUCTION MEANS & METHODS. The Architect shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the contractor's/construction manager's responsibility under the Contract for Construction. The Architect shall not be responsible for the contractor's/construction manager's schedules or failure to carry out the work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the contractor/construction manager, subcontractors/trade contractors, or their agents or employees, or of any other persons performing portions of the work.

6.9.11 CONTRACTOR'S/CONSTRUCTION MANAGER'S APPLICATION FOR PAYMENT. Based on the Architect's observations and evaluations of the contractor's/construction manager's Applications for Payment, the Architect shall review and certify the amounts due the contractor/construction manager. The Architect shall, within seven days of receipt, process requisitions according to the Department's procedures.

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

6.9.12 REJECTION OF WORK. The Architect shall recommend in writing that the Department reject work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, to determine compliance with the intent of the Contract Documents, the Architect shall recommend that the Department require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed or completed. However, such actions of the Architect shall not give rise to or be construed as a duty or responsibility of the Architect to the contractor/construction manager, subcontractors/trade contractors, material and equipment suppliers, their agents or employees or other persons performing portions of the work.

6.9.13 SUBMITTALS. The Architect shall review and approve or take other appropriate action upon the contractor's/construction manager's submittals such as Shop Drawings, Product Data and Samples, but only

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for the limited purpose of checking for conformance with the design concept expressed in the Contract Documents. The Architect's action shall be taken within 5 working days of receipt, unless a longer period is authorized by the Department in order to allow for adequate review. Review of such submittals is not conducted for the purpose of determining accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems by the contractors/construction managers, all of which remain the responsibility of the contractor/construction manager to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions, or of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the material, systems or equipment will meet the performance criteria required by the Contract Documents. The shop drawing review process shall not be used by the Architect to enhance or modify the design of the Project.

6.9.14 CONSTRUCTION CHANGES. If requested by the Department, the Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data, for the Department's approval and execution in accordance with the Contract Documents. After notification to, and the obtaining of approval from the University Representative, the Architect may authorize minor changes in the work which are consistent with the intent of the Contract Documents and which do not involve an adjustment in the contract sum or an extension of the contract time.

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

6.10 CLOSEOUT:

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

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

6.10.3 HVAC COMMISSIONING. Attend commissioning of mechanical systems, and prepare list of incomplete or defective work requiring remedial action by the contractor/construction manager.

6.10.4 FINAL COMPLETION. Upon receiving the contractor's/construction manager's final Application for Payment, and notice that the work is complete, the Architect shall conduct a final inspection to determine

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if the work is complete and acceptable. The Architect shall issue a final Certificate of Payment upon contractor's/construction manager's compliance with all requirements of the Contract Documents.

6.10.4.1 FINAL CERTIFICATION. The Architect and Engineer responsible for each discipline (i.e. structural, fire protection, mechanical, soils, and electrical, plumbing, etal) shall provide the following certification at the completion of the Project. "This is to CERTIFY that in my professional opinion, and to the best of my knowledge, information, understanding and belief based upon my observations, the completed structure/renovations known as (INSERT PROJECT TITLE and Project Number) is in substantial compliance with the approved construction documents on file with the University of Connecticut and substantially complies with the provisions of the Connecticut Building and Fire Safety Codes and the regulations lawfully adopted under said codes. Approved modifications of the Code are (List, if any)." An original signed and sealed certification shall be provided to the University Representative prior to receipt of the final Certificate of Payment as provided for in Section 6.10.4 FINAL COMPLETION.

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

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

- .1 For "CAD Archive Drawings", incorporation shall involve an actual change to a copy of the CAD Construction Drawings and CAD Assignment Plans, unless the Department approves the inclusion of a properly identified reference to a supplemental document which documents the changes.
- .2 For the "Archive Specifications", changes to the specifications are to be recorded on a sheet and inserted at the beginning of each Section to which they pertain. Such sheets shall be clearly identified.
- .3 The Architect shall be responsible for producing CAD Archive Drawings, which accurately reflect the Construction Drawings, modifications issued by the Architect, and the Field Record Documents provided by the contractor/construction manager. However, the Architect shall not be required to field measure the as-built conditions after construction and makes no claim as to the thoroughness and/or accuracy of information provided by the contractor/construction manager. The CAD Archive drawings shall not be construed to be field-measured documents.

6.10.5.2 The Architect shall also deliver to the contractor/construction manager, at time of award a set of project background drawings in AutoCad format acceptable to the Department solely for the contractor's/construction manager's use in preparation of shop drawings.

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

6.11 EXISTING FACILITIES ASSESSMENT AND INVESTIGATION:

6.11.1 GENERAL. Services, which are to be provided as Basic Services under Articles 6.1 through 6.8. include verification of existing configuration of spaces; field measurements of critical dimensions; verification of types and conditions of architectural, mechanical, electrical and other systems; and assessments of existing sizes and capacities of systems and equipment, based on Department-provided information and visual inspection with the Project area

6.11.2 SPECIAL FIELD INVESTIGATION SERVICES. The following special field investigation services are beyond the scope of services normally anticipated. As needed for the Project, and approved or requested by the Department, these services shall be performed by the Architect on a lump sum basis as described in Paragraph 2.5.4.

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

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

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

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

7 - THE UNIVERSITY'S RESPONSIBILITIES

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

7.2 CONSTRUCTION BUDGET: The Department will establish a construction budget for the Project.

7.3 DEPARTMENT'S REPRESENTATIVE: The Department will designate a representative authorized to act on the Department's behalf with respect to the Project. The Department, or such authorized representative, shall examine the documents submitted by the Architect and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Architect's services. It is understood, however, that any such review, examination or rendering of decisions does not relieve the Architect from the Architect's responsibility to design the project to the approved program and budget and in compliance with the University's Design Standards, as set forth in Paragraph 6.1.11 of this contract, Connecticut Building and Fire Safety Codes, all applicable laws, statutes, regulations and ordinances, as set forth in Paragraph 6.1.7 of this contract, and as otherwise required by this contract.

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

7.5 DEPARTMENT-PROVIDED SERVICES: When required for the Project, the Department will provide the following:

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

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

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

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

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

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

7.7 ASBESTOS AND HAZARDOUS MATERIALS: University shall, at its expense, retain the services of experts and industrial specialists who shall be responsible for determining the nature of the products and for performing any work involving asbestos or other hazardous materials including hazardous material surveys and hazardous material abatement bidding documents and hazardous material removals.

8 - INSURANCE

The Architect 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. The Architect 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.

- A. Statutory Workers' Compensation and Employers' Liability:
 - 1. Workers' Compensation: Statutory limits
 - 2. Employers' Liability:
 - Bodily injury by accident: \$100,000 each accident
 - Bodily injury by illness: \$100,000 each employee
 - \$500,000 policy limit
- B. Commercial General Liability:
 - Combined single limit: \$1,000,000 each occurrence
 - \$2,000,000 annual aggregate

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C. Comprehensive Automobile Liability

(to include owned, non-owned and hired vehicles):

Combined single limit: \$1,000,000 each occurrence

\$1,000,000 annual aggregate

D. Professional Services Liability Insurance: The Architect shall furnish evidence by way of a certificate of insurance that it has obtained a professional services liability insurance policy with \$1,000,000 minimum coverage for negligence and errors and omissions. If any claims are made against its professional services liability insurance policy, the Architect agrees to purchase additional insurance in order to maintain the minimum coverage of \$ 1,000,000. The insurance shall remain in effect during the entire duration of the contract and for eight years after substantial completion of the Project. For policies written on a "Claims Made" basis, the Architect agrees to maintain a retroactive date prior to or equal to the effective date of the contract. The Architect shall contractually require any structural engineering firm, Mechanical/Electrical firm, Plumbing/Fire Protection firm, Landscape Architecture firm, Access and Code Consultant firm, Environmental firm, Civil/Utilities Engineering firm and Geotechnical firm it hires to maintain professional liability insurance in the same amount and with the same provisions and for the same time period indicated above.

The Architect's policy shall cover the Architect's obligation under paragraph 6.1.15 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 attorneys' fees) to the extent caused by or resulting from any negligent act or omission of the Architect or anyone for whom the Architect is responsible in the performance of the contract, and each engineer's or consultant's policy shall provide the same coverage for the indemnification obligation that the Architect is required by the said paragraph 6.1.15 to include in such engineer's or consultant's contract to the extent of such engineer's or consultant's negligent acts or omissions.

Each of the policies for such kinds of insurance mentioned above shall be issued by an insurance company or companies satisfactory to the University and shall contain a provision that coverages will not be changed, canceled, or non-renewed until at least thirty (30) calendar days prior written notice has been given to the University. Each insurance policy shall 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 shall name the University and the State as an additional insured, except that the University and the State shall not be named as an additional insured with respect to the coverage for the statutory workers' compensation and employer's liability insurance and to the coverage for professional liability insurance. Certificates of insurance showing such coverages as required in this article shall be filed with the University prior to the time this contract is executed on behalf of the State. If at any time requested by the University, the Architect shall provide to the University a copy of any of the aforementioned policies, and any endorsements or amendments thereto. The certificates for commercial general liability insurance and automobile liability insurance shall also designate the University and the State as an additional insured.

9 - TERMINATION OF CONTRACT

9.1 Notwithstanding any provisions or language in this contract to the contrary, the Director may terminate the contract whenever he or she determines in his or her sole discretion that such termination is in the best interest of the University. Any such termination shall be effected by delivery to the Architect of a written notice of termination. The notice of termination shall be sent by registered or certified mail to the Architect's address as furnished to the University for purposes of correspondence, or by hand delivery. Upon receipt of such notice, the Architect shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the Department all data, drawings, specifications, reports, estimates,

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summaries, and such other information and materials as may have been accumulated by the Architect in performing his duties under this contract, whether completed or in progress. All such documents, information and materials shall become the property of the University.

9.2 If the termination is for the convenience of the University, the Architect shall be entitled to receive reasonable compensation for services already satisfactorily performed and accepted, but no amount shall be allowed for anticipated profit on unperformed services. The Director shall determine the amount of such compensation.

9.3 If the termination is for reason of failure of the Architect to fulfill his contract obligations, the University may take over the work and prosecute the same to completion by contract or otherwise. In such event, the Architect shall be liable to the University for any additional costs, damages, or expenses occasioned to the University thereby. In such event, the University shall be entitled to deduct such costs, damages, and expenses from any amounts otherwise due the Architect.

9.4 If after notice of termination for failure of the Architect to fulfill his contract obligations it is determined by court judgment, arbitration award or written agreement between the University and the Architect that the Architect had not so failed, the termination shall be deemed to have been effected for the convenience of the University. In such event, the Architect shall be entitled to reasonable compensation as provided in Paragraph 9.2 of this Article.

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

9.6 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.

10 - SUSPENSION OF THE WORK

10.1 The University, at any time, may suspend all or any part of the services of the Architect. In such event, the Architect shall be given three (3) days notice of such suspension in writing by registered or certified mail to the Architect's address as given for correspondence purposes. The mailing of such notice shall preclude any claim on the part of the Architect as to failure to receive notice of such suspension.

10.2 In the event of suspension by the University as noted above, the Architect shall be entitled to such compensation as the Director shall deem reasonable.

10.3 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 Architect pursuant to this contract shall 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 Architect and the University may renegotiate the fees for the work based on current conditions or either may unilaterally elect to terminate the remaining work.

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10.4 In the event the University decides to suspend any work under this contract, the University shall become entitled, after payment of outstanding fees, to all finished and unfinished documents prepared pursuant to this contract.

10.5 If the Architect 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 shall become the property of the University and the University shall have the right to immediate possession and use thereof. Upon receipt of notification from the University, the Architect shall immediately deliver to the Department all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Architect in performing his duties under this contract, whether completed or in progress.

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.

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

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

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

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

11.1.6 Should the University so request, the Architect agrees to participate as a party in any mediation proceeding between the University and the contractor/construction manager for the Project regarding claims alleging design errors or deficiencies or any other alleged wrongful acts by the Architect.

11.2 ARBITRATION OR LITIGATION OF CLAIMS:

11.2.1 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.

11.2.2 Should the Department have a claim against the Architect 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 Architect 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.

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

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 Architect's discretion, with any arbitration proceeding involving the University and the contractor/construction manager for the Project involving claims of design errors or deficiencies, or any other alleged wrongful acts by the Architect.

12 - MISCELLANEOUS PROVISIONS

12.1 CONNECTICUT SALES AND USE TAX: The University of Connecticut is a tax-exempt institution. The Architect 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 Architect and Architect's 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.

12.3 REPRESENTATIONS OF PROJECT: The Architect 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 Architect shall have no right to use, and shall not use, in any manner, the name of the University of Connecticut, its officials or employees, or the Seal of the University: (A) In any advertising, Publicity, Promotion; nor (B) to express or to imply any endorsement of Architect's work product or services.

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

12.5 DEPARTMENT'S PROJECT MANAGER: The Architect shall communicate with the Department through, and receive directions from, the Department's designated Project Manager for the Project.

12.6 AMENDMENTS TO THE CONTRACT: Any changes to existing contracts must be made by either a written Amendment or Commission Letter. The Commission Letter is normally used when additional duties are being added to the base contract.

12.7 NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS, NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION, EXECUTIVE ORDER NO. THREE AND GUIDELINES AND RULES, EXECUTIVE ORDER NO. SEVENTEEN, EXECUTIVE ORDER NO. SIXTEEN, AND SEXUAL HARASSMENT POLICY:

For the purposes of this Section, the word "contractor" is substituted for and has the same meaning and effect as if it read "Architect." Subpart 1 of this Section is inserted in connection with subsection (a) of Section 4a-

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60 of the Connecticut General Statutes, as revised. Subpart 2 of this Section is inserted in connection with subsection (a) of Section 4a-60a of the Connecticut General Statutes, as revised.

1. (a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. 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.

For the purposes of this section, "Commission" means the Commission on Human Rights and Opportunities.

For the purposes of this section, "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.

(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, mental retardation, 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, 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 Connecticut General Statutes Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes 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 they relate to the provisions of this section and Conn. Gen. Stat. Section 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 project.

(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.

Initials: _____

(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 Conn. Gen. Stat. 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.

(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.

2. (a) (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 of the Connecticut General Statutes; (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 that relate to the provisions of this section and Section 46a-56 of the Connecticut General Statutes.

(b) The contractor shall include the provisions of subsection (a) 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 Section 46a-56 of the Connecticut General Statutes; 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.

(c) 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.

3. This contract is subject to the provisions of **Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971**, and, as such, this contract may be canceled, terminated, or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner Executive Director of Architectural and Engineering Services is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated

Initials: _____

herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

4. This contract is subject to the provisions of **Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973**, and, as such, this contract may be canceled, terminated, or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the State Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

5. This Agreement is subject to the provisions of **Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999**, and, as such, the Agreement may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The Parties to this Agreement, as part of the consideration hereof, agree that:

(a) The CONTRACTOR shall prohibit employees from bringing into the State work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in (b).

(b) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

(c) The CONTRACTOR shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the State work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the State work site.

(d) The CONTRACTOR shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The CONTRACTOR shall insure and require that all employees are aware of such work rules.

(e) The CONTRACTOR agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain provisions (a) through (d) of this Section.

6. This Agreement is subject to **Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006**. The Parties to this Contract, as part of the consideration hereof, agree that:

a. The State Contracting Standards Board ("Board") may review this contract and recommend to the state contracting agency termination of this contract for cause. The State contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract not later than

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fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means:

(1) a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes or

(2) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

b. For purposes of this Section, “contract” shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.

c. Notwithstanding the contract value listed in sections 4-250 and 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1. For purposes of this section, the term “certification” shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

12.8. LARGE STATE GOVERNMENT CONTRACTS:

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

12.8.1 “Large State contract” and “Large State contractor” shall have the same meanings as set forth in Section 4-61dd (g) of the Connecticut General Statutes, as may be revised.

12.8.2 Each contract between a State or quasi-public agency and a large State contractor shall 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 shall 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 shall be a separate and distinct offense and in the case of a continuing violation each calendar day’s continuance of the violation shall 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.

Initials: _____

12.8.3 Each large State contractor shall 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.

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

12.10 SEVERABILITY: If this agreement 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 shall be deemed to be of no effect, and shall, upon the application of either party, be stricken from this Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provisions.

12.11 GENDER NEUTRAL PROVISION: The language of the contract is intended to be gender neutral. Thus whenever the terms “he”, “she”, “his”, “her”, “it”, or similar term is used such terms shall be considered to mean “he”, “she” or “it”, “his”, “her”, or “its” or other such gender neutral phraseology.

12.12 CONNECTICUT LAW: It is agreed that this contract shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

12.13 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.

12.14 SEEC FORM 11



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

SEEC FORM 11

**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):

Initials: _____

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, shall 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, shall 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, 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 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-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

Initials: _____

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.

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

Attested by:

University of Connecticut

Witness

By _____
Barry Feldman
Vice President and Chief Operating Officer
Statutory Authority C.G.C. Section 10a-109a to 10a – 109y

Witness

Date signed: _____

Initials: _____

Attested by:

Company Name

Witness

By _____
Its Duly Authorized

Witness

Date signed: _____

The University of Connecticut

REQUEST FOR PROPOSALS

Proposal Due Date: 15 October 2007 at 2 PM

Project Name: Program Verification, Site Selection, Design and Construction Administration Services for a Basketball Practice Facility at the University of Connecticut, Storrs campus.

PROJECT DESCRIPTION:

The University previously completed Athletics' facilities master plan that confirmed the need for a Basketball Practice facility for the Women's and Men's Division I Basketball Programs. The University now desires to build on that work to include final site, program verification, site selection, and design and construction administration for a new Basketball Practice Facility.

Specific Project Tasks

1. Part I

- a. Discussions with Athletic Department Officials to verify program
- b. Conduct visits of three (3) recently constructed basketball practice facilities. (Proposal to include allowance for travel cost)
- c. Prepare trip report of visits
- d. Review preliminary master plan site
- e. Develop specific program requirements
- f. Propose specific sites
- g. Identify utilities support requirements and available utilities to satisfy demand
- h. Develop conceptual plans including preliminary elevations
- i. Develop project cost estimates
- j. On Site Presentations
- k. Draft and Final reports

2. Part II

- a. Schematic Design
- b. Design Development
- c. Contract Drawings
- d. Bidding
- e. Construction Administration
 1. Program manual
 2. Preliminary Schematics
 3. Renderings of possible building

Proposals must be postmarked or hand delivered no later than 2:00 PM local time on 15 October 2007.

INTERESTED FIRMS SHOULD CONTACT THE OFFICE OF CAPITAL PROJECTS AND CONTRACT ADMINISTRATION FOR A COMPLETE COPY OF THE REQUEST FOR PROPOSAL PACKAGE OR VISIT OUR WEB SITE (CPCA.UCONN.EDU) FOR A DOWNLOADABLE BID DOCUMENT.

Jeffrey Reynolds, Director
Capital Projects & Contract Administration
31 LeDoyt Road, Unit 3047
Storrs, CT 06269-3047
860-486-1661 (p)
860-486-1953 (f)
Jeffrey.Reynolds@uconn.edu

Stephen R. Grange, C.P.M.
University Procurement Specialist
31 LeDoyt Road, Unit 3047
Storrs, CT 06269-3047
860-486-8071 (p)
860-486-1953 (f)
Stephen.Grange@uconn.edu



The University of Connecticut

REQUEST FOR PROPOSAL

**PROGRAM VERIFICATION, SITE SELECTION, DESIGN AND
CONSTRUCTION ADMINISTRATION SERVICES FOR A BASKETBALL
PRACTICE FACILITY AND SOCCER FIELD**

UNIVERSITY OF CONNECTICUT, STORRS CAMPUS.

Proposal Due Date:

15 October 2007

**Issued By: Jeffrey Reynolds, Director
Capital Project and Contract Administration
31 Ledoyt Road Unit 3047
Storrs, CT 06269-3047
Phone: (860) 486-1661
Fax: (860) 486-1953**

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SECTION 2	Cost of Proposal and Proposal Process
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SECTION 6	Form of Proposal
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Attachments	Request for Information Form, Exception to Specification Form

REQUIRED FORMS AND INSTRUCTION:

The following forms **must** accompany the bid response to be considered complete and compliant:

- Form of Proposal
- Bidder Contract Compliance Monitoring Report
- Gift Affidavit - Form 1
- Consulting Affidavit - Form 5
- SEEC Form 10
- Affirmation of receipt of State Ethics Laws Summary - Form 6
- References
- Exception to scope or any University term or condition
- Non-Discrimination Certification

SECTION 1

Purpose:

The University previously completed Athletics' facilities master plan that confirmed the need for a Basketball Practice facility for the Women's and Men's Division I Basketball Programs. The University now desires to build on that work to include final site, program verification, site selection, and design and construction administration for a new Basketball Practice Facility.

Scope of Work:

The product of this scope of work will be project manuals, plans and specifications that are in sufficient detail to allow the project to be completed via a Construction Manager at Risk procurement process.

Description of Project:

The following is a general scope of the project. Attachment 2 is a copy of the preliminary program document.

1. Basketball practice courts of sufficient number and area to allow for two simultaneous practice sessions and side areas for individual practice. Minimum spectator seating.
2. Office space for Men's and Women's Basketball programs
3. Locker Room facilities (including coaches locker rooms) – the locker room facilities may also serve as game day lockers. This will depend on the ultimate location in relationship to Gampel Pavilion.
4. Training Rooms
5. Strength Training rooms
6. Video Room
7. Meeting Rooms

The Gampel Pavilion will continue to be the game venue. It is desirable, but not mandatory that connectivity be maintained between Gampel and the new facility. There will not be any shared facilities between the two programs. Each program will have its own identity within the building.

SPECIFIC PROJECT TASKS:

1. Part I

- a. Discussions with Athletic Department Officials to verify program
- b. Conduct visits of three (3) recently constructed basketball practice facilities. (Proposal to include allowance for travel cost)
- c. Prepare trip report of visits
- d. Review preliminary master plan site
- e. Develop specific program requirements
- f. Propose specific sites

- g. Identify utilities support requirements and available utilities to satisfy demand
- h. Develop conceptual plans including preliminary elevations
- i. Develop project cost estimates
- j. On Site Presentations
- k. Draft and Final reports

2. Part II

- a. Schematic Design
- b. Design Development
- c. Contract Drawings
- d. Bidding
- e. Construction Administration
 - 1. Program manual
 - 2. Preliminary Schematics
 - 3. Renderings of possible building

SCHEDULE:

Part I - Submit **1k** to the University within ninety (90) days from receipt of purchase order.

Part II - Submit **2c** to the University within three hundred and sixty (360) calendar days from authorization.

SECTION II

PROPOSAL PROCESS:

Interested firms are required to submit proposals in the following format:

Technical (Qualifications & Experience) Proposal Package #1: In a separate clearly marked and sealed envelope, each firm is required to submit the following information and material on your Firm's Qualifications and Experience:

- Provide detailed information regarding your firm's experience on projects with similar size and scope in a University setting.
 - Recent (last 5 years) successful new construction of division one women's and men's basketball practice facilities.
- Provide a list of proposed project team members including resumes.
 - Past experience of key members of the team on the projects itemized in above.
- Provide a list of all proposed subconsultants that your firm intends to engage on this project as well as a list of their qualifications on similar size and scope projects in a University setting.
- Other information that would makes your firm the most qualified to complete this task
- Experience with cost and budget control.
- Qualifications to the scope and proposed contract for design services.

Pricing Proposal Package #2: In a separate clearly marked and sealed envelope, each firm is required to submit the following cost Proposal information:

- Lump Sum Cost to provide full complement of design services, including Construction Administration, for the project defined herein.
- The proposal shall be a lump proposal and shall be inclusive of all non labor supplies, equipment and communication.
- The proposal shall include all additional services, survey, geotechnical, etc that would be required to make a final site selection.
- Pricing breakout for the cost included in your firm's Lump Sum Cost to provide the Pre-Design / Study scope of work services.
- Completed University Fee Matrix (electronic copy available on CPCA website at <http://cpca.uconn.edu/index.html>)
- The University will not provide office space, desks, copiers, office supplies and telecommunication equipment.
- Each proposal shall also include all inclusive hourly rates for each assigned individual to be used as a basis for additional services.
- Your proposal shall include detailed descriptions of your process and the required number of meetings and what support services are required from the University.

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 and cost proposal shall be "stand alone" documents and may be the sole basis of selection. The University reserves the right to award the project based on the cost proposal and/or the qualifications submittal or a combination of both as it best serves the needs of the University.

All questions relative to this shall be sent to Capital Projects and Contract Administration for response. No University personnel will be available for individual responses or site visit.

PROPOSALS:

The proposal for this project shall include both a technical proposal and cost proposal as outlined below.

TECHNICAL PROPOSAL (PROPOSAL PACKAGE #1)

The technical proposal shall include a detailed description of the general approach to the project. Complete resumes for each principal shall be included as part of the proposal. The selection committee will focus on demonstrated design and planning experience in the University environment with a major focus on current experience with recently constructed similar facilities. Please address the following items:

1. Recent (last 5 years) successful new construction of division one women's and men's basketball practice facilities.
2. Past experience of key members of the team on the projects itemized in 1.
3. Other information that would make your firm the most qualified to complete this task
4. Experience with cost and budget control.
5. Qualifications to the scope and proposed contract for design services.

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 (PROPOSAL PACKAGE #2)

The proposers shall base their cost proposal on the construction of an assumed facility of **60,000 GSF** with a construction cost of **\$20,000,000**. The proposers shall make their proposal as a fee percentage of the construction cost and single dollar amount inclusive of Part I and Part II. This includes both Part I and Part II of the scope of work.

Each proposer shall submit a completed University Fee Matrix (attached & available for download at <http://cpca.uconn.edu/index.html>) to include a detailed listing of all proposed subconsultants and projected allocation of costs through each phase of the project. Further, each proposer shall submit a detailed hourly rate schedule for all proposed personnel that will be utilized on this project as well as hourly rate schedules for proposed subconsultants.

The proposal shall include an allowance of **\$15,000** for all additional services, survey, geotechnical, etc that would be required to complete the assignment.

The proposal shall be a lump proposal and shall be inclusive of all non labor supplies, equipment and communication. The successful proposer shall base their costs on delivery of one bound and one reproducible ready copy of all reports and submittals.

Your proposal shall include detailed descriptions of your process and the required number of meetings and what support services are required from the University.

The University will not provide office space, desks, copiers, office supplies and telecommunication equipment.

Each proposal shall also include all inclusive hourly rates for each assigned individual to be used as a basis for additional services.

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 and cost proposal shall be "STAND ALONE" documents and may be the sole basis of selection. The final fee will be negotiated after completion of Part I and the total cost and scope is finalized.

All questions relative to this shall be sent to Capital Projects and Contract Administration for response. No University personnel will be available for individual responses or site visit.

ACCEPTANCE OF PROPOSAL:

The University will base acceptance on the total price as well as the Technical proposal. The University will issue a purchase order for Part I of the contract. Issuance of a contract for Part II will be dependent on successful completion of Part I assignment. A copy of the Universities standard Architects contract is included for your review. As part of the condition of proposal compliance and acceptance, your firm must submit all requests for contract modifications in writing with your proposal submission. The format for this submission must include the following:

1. Identification of the Contract Article
2. Proposed language modification

ADDITIONAL INFORMATION: The proposer is encouraged to view the following information.

- a. University Master Plan - <http://www.masterplan.uconn.edu/>
- b. Division of Athletics' - <http://www.uconnhuskies.com/>
- c. Attachment 1. - General Site Plans
- d. Attachment 2 - Preliminary Program
- e. Attachment 3 - Standard Design Contract

SECTION III

EVALUATION PROCESS:

The award of an agreement to this RFP will be based upon a comprehensive review, analysis and negotiation of the proposal, including the Technical Submittal and the Pricing Submittal, which best meets the needs of the University.

All proposals will be evaluated by a committee, which will use the specific evaluation criteria listed below with the University reserving the right to base award on proposal presentation and subsequent interviews.

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

- A. Recent (last 5 years) demonstrated successful new construction of division one women's and men's basketball practice facilities.
- B. Past experience of key members of the proposed team on the projects itemized in item 'A' above.
- C. Other information that would make your firm the most qualified to complete this project
- D. Experience with cost and budget control
- E. Qualifications to the scope and proposed contract for design services
- F. Price

SECTION IV

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: .

Stephen R. Grange, C.P.M.
University Procurement Specialist
31 Ledoyt Road Unit 3047
Stephen.Grange@uconn.edu
Storrs, CT 06269-3047
Phone: (860) 486-8071
Fax: (860) 486-1953

All requests for clarification must be in writing seven (7) days before the bid opening date and submitted on the request for information form attached. Subsequently, the University's response to any request for clarification, together with a copy of the written request, will be provided contemporaneously by the University to all known parties receiving this RFP.

Responses to all written requests will also 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 any analysis of water systems conservation opportunities 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 six (6) copies** of **TECHNICAL PROPOSAL PACKAGE #1** must be submitted in a sealed envelope or box and one (1) original copy of the **PRICING PROPOSAL PACKAGE #2 IN A SEPARATE SEALED ENVELOPE** must be sent to:

Stephen R. Grange, C.P.M.
University Procurement Specialist
31 Ledoyt Road Unit 3047
Storrs, CT 06269-3047
Phone: (860) 486-8071
Fax: (860) 486-1953
Program Verification, Site Selection, Design and Construction
Administration Services for a Basketball Practice Facility and Soccer Field.

On or before 2 p.m. Local time, 15 October 2007

At the specified time stated above, all proposals received as stipulated, shall be publicly opened and announced. However, due to the complexity of the bid, only the names of the respondents will be read, as no immediate decision will be made. All information will be confidential until after review and action by the Evaluation Committee. All interested parties are, however, welcome to attend the bid opening.

All proposals must be submitted in three ring binders within a sealed envelope or box and labeled as noted above. No responsibility will be attached to any person for the premature opening of any proposal that is not properly identified.

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:

Closing Date for Inquiries – 10 October 2007

Submission of RFP due – 15 October 2007

Oral Presentations, if necessary – Week of 22 October 2007

Anticipated Award Date – Week of 29 October 2007

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.

The complete response to this RFP **must** include:

Checklist

- ___ An exact copy of the “Form of Proposal” included herein,
- ___ A comprehensive point-by point response to all items listed herein, where applicable
- ___ Bidder Contract Compliance Monitoring Report
- ___ Gift Affidavit – Form 1
- ___ Consulting Affidavit – Form 5
- ___ Affirmation of receipt of State Ethics Laws summary – Form 6
- ___ SEEC form 10
- ___ References
- ___ Any Exceptions to Specifications/Terms and Conditions
- ___ Non-Discrimination Certification

SECTION V

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 materials, equipment and personnel.

Additional information related to Receipt of Proposals

- A. Any proposal received after the time and date specified for receipt of proposals shall not be considered and shall be returned unopened via regular mail.
- C. Each respondent shall be solely responsible for the delivery of his or her proposal to the University at the place and before the time as specified above.
- D. Unless otherwise noted in this document, all materials submitted in response to this RFP shall become the property of the University of Connecticut upon delivery and are to be appended to any formal documentation, which would further define or expand the contractual relationship between the University and the respondent.
- E. The University reserves the right to reject any or all proposals submitted for consideration in whole or in part; and to waive technical defects, irregularities or omissions, if, in its judgment, the best interest of the University would be served thereby. Non-acceptance of a proposal shall mean that another proposal was deemed more advantageous to the University, or that all proposals were rejected. Firms whose proposals are not accepted shall be notified, upon request, after a binding contractual agreement between the University and the selected respondent exists, or after the University has rejected all proposals.
- F. A respondent shall promptly notify the University of any ambiguity, inconsistency, or error, which they may discover upon examination of the proposal documents.
- G. Proposals are treated as confidential by the University until after the award is issued. At that time, they become subject to disclosure under the Freedom of Information Act. If a respondent wishes to supply any information that it believes is exempt from disclosure under the Act, respondent should summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the Proposal. However, any such information is provided entirely at the respondent's own risk and the University assumes no liability for any loss or damage which may result from the University's disclosure at any time of any information provided by the respondent in connection with its proposal.

Preparation of Proposals

- A. Proposals shall include an exact copy of the "Form of Proposal" included within these documents. All applicable blank spaces shall be filled in, typewritten or in ink, and amounts shall be written in both words and figures. If there is a discrepancy between the words and the figures, the amount shown in words shall be deemed correct.
- B. Respondents shall provide a written, itemized list of any exceptions to this RFP with their proposal.
- C. Proposals shall indicate the full name of the respondent submitting the proposal and shall bear the signature of the principal duly authorized to execute contracts on behalf of the Respondent. The name of each person signing the proposal shall be typed or printed below the signature. Further, all required documents as noted further in this document shall also be signed by the principal duly authorized to make such determination for the firm.
- D. All erasures or corrections shall be initialed by the person(s) signing the proposal.
- E. The terms and provisions of this RFP and any contract resulting from this RFP shall be construed in accordance with the laws of the State of Connecticut. All deliveries hereunder shall comply in every respect with all applicable laws of the Federal Government and/or State of Connecticut.
- F. Any interpretation, correction, or change to this RFP shall be made by a written addendum to this contract. Interpretations, corrections or changes to the RFP made in any other manner shall not be binding and respondents shall not rely upon such interpretations, corrections or changes. Any changes or corrections shall be issued by Capital Projects Department. Questions regarding this RFP shall be submitted in writing and directed to:

Stephen R. Grange, C.P.M.
University Procurement Specialist
31 Ledoyt Road Unit 3047
Storrs, CT 06269-3047
Phone: (860) 486-8071
Fax: (860) 486-1953

- G. Addenda - All addenda shall be mailed or delivered to all who are known to have received the RFP and posted on the websites previously cited. No addenda shall be issued later than seven (7) days prior to the date for receipt of proposals except an addendum, if necessary, postponing the date for receipt of proposals or withdrawing the RFP. Proposers who download the bid from one of the websites noted herein are encouraged to check the website(s) regularly to determine whether any addenda have been issued.

Format of Proposals

- A. Proposals **must include** a point-by-point response to this RFP, where required. Each such response must be cross-referenced to the correspondingly numbered item in this RFP and described in as much detail as possible. Likewise, any samples and/or examples, which are provided to support responses, shall be labeled to correspond with the specific requirement in this RFP. This MANDATORY REQUIREMENT will facilitate a more expedient evaluation of the proposals.
- C. **Failure to respond to all points may be grounds for rejection. Likewise, failure to supply any information requested to accompany proposals may cause rejection of the proposal as noncompliant.** The University reserves the right to request additional information if clarification is needed.

Submittal of Proposals

- A. No oral, telephonic proposals will be accepted. If a proposal is sent by mail, allowance should be made for the time required for such transmission. The officer whose duty it is to open proposals shall decide when the specified time has arrived and no proposal received thereafter will be considered.

Modifications or Withdrawal of Proposals Will Be Executed As Follows:

- A. A proposal shall not be modified, withdrawn or canceled by the respondent for a ninety (90) day period following the time and date assigned for the receipt of proposals as specified in paragraph 6.3 above and the respondent so agrees in submitting a proposal.
- B. Prior to the time and date assigned for receipt, proposals submitted early shall be modified or withdrawn only by written notice to the University prior to the designated date and time for receipt of proposals as provided in paragraph 6.3 above.
- C. Withdrawn proposals may be submitted up to the time designated for receipt of proposals provided they are then fully in conformance with these terms and conditions.

Formation of Agreement

- A. The response to this RFP will be considered an offer to contract. At its option, the University may take either one of the following actions in order to form an agreement between the University and the selected respondent:
- Accept a proposal as written by issuing a written "Notice of Award" to the selected respondent which refers to this RFP and accepts the proposal as submitted; or
 - Enter into negotiations with one or more respondents in an effort to reach a mutually satisfactory agreement that will be executed by both parties and will be based on this RFP, the proposal submitted by the selected respondent and the negotiations concerning these.

- B. Because the University may use the first alternative described above, each respondent should include in his or her written proposal all requirements, terms or conditions it may have, and should not assume an opportunity will exist to add such matters after the proposal has been submitted.
- C. While in determining the “lowest cost proposal” in compliance with the University’s requirements, the proposer’s proposed fee and services costs are important considerations, they are not the sole considerations. Factors pertinent to the Project for which Proposals have been solicited, as set forth in this and the other Proposal Documents and documents issued by the University as part of the RFP process describing the nature and requirements of the Project and the University’s expectations of the Professional Services Firm, will be considered, including but not limited to, the relative qualifications of the proposed team, the proposed staffing and work plan for performing the Contract, the proposed schedule and proposer’s ability to complete the Project in accordance with the Contract Documents, and other criteria set forth in the Proposal and Contract Documents. Considering all such factors as noted above, the University will evaluate the Proposals and award the Contract to the proposer who the University determines, in its sole discretion, best meets the criteria as described herein and will best serve the interests of the University of Connecticut.
- D. The contract, when duly executed, shall represent the entire agreement between the parties.

Presentations/Interview

Potential firms may be asked to discuss their written responses to this document at a presentation at the Storrs campus on date(s) mutually agreed upon between the firm and the University. If a firm is requested to make a presentation, the firm will make the necessary arrangements and bear any costs associated with the demonstration. Presentations will be by scheduled appointment only by the Capital Projects Department.

Qualifications of Firm

- A. Proposals will be considered only from those firms or persons with a demonstrated and substantial history of experience in successfully providing master plan consulting services in the areas identified in this RFP whose requirements are similar in size and scope to those of the University. Preference will be given to firms with such confirmed experience.
- B. Prospective firms must be prepared to provide any evidence of experience, performance ability and/or financial surety the University deems necessary to fully establish the performance capabilities represented in their proposal.
- C. The University will reject the proposal of any firm and void any award resulting from this RFP to any firm who makes any material misrepresentation in their proposal.

Assignment

Any contract resulting from this RFP may not be assigned or transferred without the prior written consent of both parties.

Proposals submitted by firms under “joint venture” arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations and/or award of this RFP.

Indemnification

The respondent agrees to jointly and severally indemnify and hold the University, its successors and assigns harmless from and against all liability, loss, damage or expense, including reasonable attorney's fees, which the State may incur or sustain by reason of the failure of the respondent to fully perform and comply with the terms and conditions of any contract resulting from this RFP.

State of Connecticut agencies (University of Connecticut) may not enter into indemnification or "hold harmless" agreements. In the event of a loss by the vendor or any third party, recourse may be found through the State of Connecticut Claims Commission, as provided under Chapter 53 of the General Statutes of the State of Connecticut, in which all claims against the State of Connecticut and the University of Connecticut will be filed with the Connecticut Claims Commissioner.

Contract Termination for Cause

- A. The University may terminate any resulting contract for cause by providing a Notice to Cure to the respondent citing the instances of noncompliance with the contract.
- The respondent shall have ten (10) days to reply to the Notice to Cure, indicate why the contract should not be terminated, and recommend remedies to be taken.
 - If the respondent and the University reach an agreed upon solution, the respondent shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
 - If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by respondent, the University reserves the right to terminate the agreement.
 - If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract.
- B. The University shall be obligated only for those services rendered and accepted prior to the date of Notice of Termination.

Responsibility of Those Performing the Work

- A. The firm shall be responsible for the acts and omissions of all the firm's employees and all subcontractors, their agents and employees and all other persons performing any of the work under a contract with the vendor.
- B. The firm shall at all time enforce strict discipline and good order among the firm's employees and shall not employ any unfit person or anyone not skilled in the task assigned.
- B. The partner and its employees will not disclose information acquired in connection with the performance of services under this agreement which is proprietary or confidential in nature to the University without written permission from the University. This confidentiality will continue to be in effect even after the contract has been completed or terminated for any reason.

Insurance Requirements (further defined and clarified in the Standard Architects Agreement, attached herein):

The proposer shall secure and pay the premium or premiums of the following policies of insurance with respect to which minimum limits are fixed in the schedule set forth below. The University of Connecticut shall be included as a named insured on all such policies. Each such policy shall be maintained in at least the limit fixed with respect thereto, and shall cover all of the proposer's operations hereunder, and shall be effective throughout the period of this contract or any extension thereof. It is not the intent of this schedule to limit the types of insurance required herein.

1) Worker's Compensation Insurance:

Must meet statutory requirements of the laws of the State of Connecticut and any additional requirements of the University of Connecticut. A statutory exemption from Worker's Compensation shall not be deemed a satisfactory alternate to meeting this requirement. In no event shall an award be made to any firm failing to provide such evidence in a form satisfactory to the University.

2) Public Liability Insurance: \$1,000,000.00

3) Property Damage Insurance \$1,000,000.00

As to insurance required by this agreement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the University of Connecticut Purchasing Department within fifteen (15) days after the tentative award of this agreement. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate in lieu thereof. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days written advance notice thereof to the University's representative and that the insurance reflected thereon meets the minimum requirements of the proposal. A renewal policy or certificate shall be delivered to the University at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the University as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the University, the Awardee shall promptly obtain a new and satisfactory policy in replacement upon such written notice from the University.

Promotion

Unless specifically authorized in writing by University Communications, on a case by case basis, the firm shall have no right to use, and shall not use, 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 contractor's products or services: nor (C) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (A) or (B) above), except only to manufacture and deliver in accordance with this agreement such items as are hereby contracted by the University.

Contract Provisions by Reference

It is mutually agreed by and between the University and the respondent that acceptance of the

respondent's offer by the issuance of a purchase order shall create a contract between the parties thereto containing all specifications, terms and conditions in this RFP except as amended in the purchase order.

Taxes

The University of Connecticut is exempt from Federal Excise taxes, and from State and local sales and use taxes. Tax exemption certificates can be furnished to the awarded vendor(s) upon request.

Federal, State and Local Taxes, Licenses and Permits

The successful respondent(s) will comply with all laws and regulations on taxes, licenses and permits.

Waiver of Rights

No delay or failure to enforce any provision of this agreement shall constitute a waiver or limitations of University's rights under any resulting contract.

Prior Course of Dealings

The parties hereby agree that no trade usage, prior course of dealing or course of performance under other contracts shall be a part of this agreement or shall be used in the interpretation or construction of this agreement.

Choice of Law and Venue

The terms and provisions of this RFP and any ensuing contract shall be governed by and construed in accordance with the laws of the State of Connecticut.

Executive Orders of the Governor:

- A. Any Agreement subsequent to this RFP is subject to the provisions of **Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971**, and as such, resulting Agreement may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to said contract. The Parties to such Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The CONTRACTOR agrees, as part consideration hereof, that said Agreement will be subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

- B. Any Agreement subsequent to this RFP is subject to the provisions of **Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973**, and, as such, resulting Agreement may be cancelled, terminated or suspended by the contracting agency or the State

Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to said Agreement. The Parties to said Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment opening with the Connecticut State Employment Service.

C. Any Agreement subsequent to this RFP is subject to the provisions of **Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999**, and, as such, resulting Agreement may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. Sixteen. The Parties of said Agreement, as part of the consideration hereof, agree that:

(a) The CONTRACTOR shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instruments as defined in (b) below.

(b) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

(c) The CONTRACTOR shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site.

(d) The CONTRACTOR shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The CONTRACTOR shall insure and require that all employees are aware of such work rules.

(e) The CONTRACTOR agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain provisions (a) through (d) of this Section.

D. Any Agreement subsequent to this RFP is subject to **Executive Order No. 7C of Governor M.Jodi Rell, promulgated on November 16, 2005**. The Parties to said Agreement, as part of the consideration hereof, agree that:

(a) The State Contracting Standards Board ("the Board") may review any subsequent Agreement or Contract and recommend to the state contracting agency termination of the contract for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state

contracting agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means:

- (1) a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4A-100 of the Conn. Gen. Statutes, or
 - (2) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
- (b) For the purposes of this Section, “contract” shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.
- (c) Effective January 1, 2006, notwithstanding the contract value listed in Conn. Gen. Stat. §§ 4-250 and 4-251, all procurements between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift affidavit requirements of said Sections. Certification by agency officials or employees required by Conn. Gen. Stat. §§ 4-252 shall not be affected by this Section.

Mandatory Affidavits:

In light of recent executive and legislative changes to Connecticut’s state contracting requirements, the Office of Policy and Management (“OPM”) has updated its contracting affidavits, certifications and affirmations. Pursuant to Conn. Gen. Stat. §§ 4-250 and 251, and Governor M. Jodi Rell’s Executive Order No. 1, para 8, Large State Contracts between the State of Connecticut and private entities are required to be accompanied by an Agency Certification and the appropriate Gift/Campaign Contribution Affidavits. Subsequently, Governor M. Jodi Rell’s Executive Order No. 7B (see Sec 6.7), modified the contract thresholds provided in Conn. Gen. Stat. §§4-250 and 251 for all procurements with a value of \$50,000 or more in a calendar or fiscal year.

In addition, Section 51 of Public Act 05-287 requires that state agencies obtain Consulting Affidavits from contractors with whom the agencies contract for the purchase of goods and services, which contract has a total value of \$50,000 or more in any calendar or fiscal year. Section 37 of Public Act 05-287 also requires that for Large State Construction or Procurement Contracts state agencies provide contractors with a summary of State ethics laws developed by the State Ethics Commission. Such contractor must provide affirmations regarding the receipt and compliance of said summary for itself and its subcontractors and consultants, if any.

Therefore, all state contracts that meet the requirements provided in the aforementioned decrees shall be accompanied by all appropriate affidavits, certification and affirmations.

These mandatory affidavits can be found at:

http://www.opm.state.ct.us/policies.htm#Office_Secretary, scrolling to the Section entitled

“Office of the Secretary”. They can be completed online, printed and submitted with the bid response.

Your proposal response must include the following original, notarized affidavits to be considered compliant:

- **“Gift Affidavit” - Form 1**
- **“Consulting Affidavit” - Form 5**
- **“ SEEC” - Form 10 - Attached**
- **“Acknowledgement of Receipt of Summary of State Ethics Laws” - Form 6**

State Elections Enforcement Commission (SEEC) Requirements

With regard to a State contract 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 submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11 in page 32 of this bid solicitation.

Definition of Terms

“Purchaser”, “Buyer”, “UConn”
“University of Connecticut”, or
“University”

The University of Connecticut

“Bidder”, “Contractor”, “Vendor”
“Seller”, “Proposer” or “Firm(s)”

Person, firm or corporation
submitting proposal to this RFP

“Coordinator”

Stephen R. Grange, C.P.M. or
Other authorized University Purchasing
Department personnel

**PART VI
FORM OF PROPOSAL**

TO: University of Connecticut
Capital Projects and Contract Administration
31 Ledoyt Road, Unit 3047
Storrs, CT. 06269-3047

1. The undersigned proposer, in response to our Request for Proposal to provide Program Verification, Site Selection, Design and Construction Administration Services for a Basketball Practice Facility and Soccer Field, having examined the bid documents including the University's general terms and conditions and being familiar with the conditions surrounding the proposed project, hereby proposes to provide these services meeting the requirements outlined in this Request for Proposal, in accordance with the proposal attached hereto, based on the construction of an assumed facility of 60,000 GSF with a construction cost of \$20,000,000, for the fixed price of:

\$ _____

Fee as a percent of Construction Cost: _____%

Additional services, over and above those defined in this RFP and in the proposal attached hereto, will be invoiced in accordance with the schedule of fees also attached hereto.

Cost Breakout:

- a. Cost included in Lump Sum Proposal for the scope of services defined in Part I under Specific Project Tasks:

\$ _____

- b. Cost included in Lump Sum Proposal for the scope of services defined in Part II under Specific Project Tasks:

\$ _____

2. Proposer acknowledges receipt of the following bid clarification which are a part of the bidding documents: _____, _____, _____, _____, _____, _____.
3. Proposer understands that the University reserves the right to reject any and all proposals, waive irregularities or technicalities in any offer, and accept any offer in whole or in part which it deems to be in its best interest.
4. Proposer understands and acknowledges that the University reserves the right to terminate this agreement at any time as it best meets the needs of the University. The University may choose not to enter into agreement with the successful proposer for Part II of this Proposal. If the University chooses to terminate the agreement upon completion of the services and deliverables as defined in Part I of this RFP, the successful proposer may be precluded from participating in the future solicitation of proposals for the design.

5. Proposer agrees that this offer shall be good and may not be withdrawn for a period of 90 days after the public bid opening.
6. Proposer hereby certifies: (a) that this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid; (c) that the proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that the proposer has not sought by collusion to obtain any advantage over any other proposer or over the University.
6. Proposer agrees that the response to this proposal is a legal and binding offer and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation prior to acceptance of the offer.

FIRM: _____ **BY:** _____

ADDRESS: _____ **TITLE:** _____

_____ **DATE:** _____

PHONE #: _____ **FAX #:** _____

EMAIL: _____

Section VII

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES CONTRACT COMPLIANCE REGULATIONS NOTIFICATION TO BIDDERS

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in 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.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidders A good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information)

(Page 2)

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, payroll clerks, bill and account collectors, customer service representatives, files clerks, dispatchers, shipping clerks, secretaries and administrative assistants, computer operators, mail clerks, and stock clerks.

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

(Page 3)

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/ definitions on page 1) -Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black__ Hispanic__ Asian American__ American Indian/Alaskan Native__ Iberian Peninsula__ Individual(s) with a Physical Disability__ Female__
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes__ No__
Other Locations in Ct. (If any)	- DAS Certification Number _____

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes__ No__
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__	9. Does your company have a mandatory retirement age for all employees? Yes__ No__
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__ No__ NA__
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes__ No__ NA__
6. Does your company have a collective bargaining agreement with workers? Yes__ No__ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__	12. Does your company have a written affirmative action Plan? Yes__ No__ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__ If yes, give name and phone number. _____

Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__ 1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary) 1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__
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PART IV - Bidder Employment Information

Date:

(Page 4)

JOB CATEGORY	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination	
SOURCE	YES	NO	% of applicants provided by source				
State Employment Service				Work Experience			
Private Employment Agencies				Ability to Speak or Write English			
Schools and Colleges				Written Tests			
Newspaper Advertisement				High School Diploma			
Walk Ins				College Degree			
Present Employees				Union Membership			
Labor Organizations				Personal Recommendation			
Minority/Community Organizations				Height or Weight			
Others (please identify)				Car Ownership			
				Arrest Record			
				Wage Garnishments			

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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ATTACHMENT A

Provisions of this Contract Required by Connecticut General Statutes 4a-60

(a) Every contract to which the State or any political subdivision of the State other than a municipality is a party shall contain the following provisions: (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any persons or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by such Contractor that such disability prevent performance of the work involved;(2) the Contractor to state that 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 worker's 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 related to the provisions of this section and section (46a-56). If the contract is a public works contract, the Contractor agrees and warrants that they will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(b) For purposes of this section, "Minority Business Enterprise" means any small Contractor or supplier of materials fifty-one percent or more of the capitol 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 member of a minority, as such term is defined in subsection (a) of section (32-9n); and "good faith efforts" shall include, but shall 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.

(c) Determination of a Contractor's good faith efforts shall include but 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 other such reasonable activities 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 (a) 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 the subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any 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.

Provisions of this Contract Required by Connecticut General Statutes 4a-60a

(a) The Contractor agrees to the following provisions: (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 advising the labor union or worker's 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 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) of the General Statutes

(b) 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 related to the provisions of this section and section (46a-56). If the contract is a public works contract, the Contractor agrees and warrants that they will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) The Contractor shall include the provisions of subsection (a) 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 the subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any 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.

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the bidder may attach a letter hereto which will be made part of the bid.
2. Bids and amendments thereto, or withdrawal of bids submitted, if received by the University after the date and time specified for the bid opening, will not be considered.
3. Prices should be stated in units of quantity specified, with packing and delivery to destination included.
4. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the bidder shall so state.
5. Samples, when requested, must be furnished free of expense and if not destroyed, will, upon request, be returned at the bidder's risk and expense.
6. Bids must show unit price, amount and grand total or bid may be rejected.
7. Unless qualified by the provision "NO SUBSTITUTE" the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which proposals are submitted must be of the same character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting a proposal on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the State. If the bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity described.
8. In the event that you are unable to submit a proposal against this bid, we will appreciate your advising this office to that effect. Failure to submit proposals against three consecutive bids will result in your name being removed from the mailing list, unless a specific request is made in writing for the retention of your name on said list.
9. The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, age, physical disability, including but not limited to blindness, or learning disability, 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 further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the contractor as related to the provisions of this contract.
10. The University of Connecticut is an equal opportunity employer.

AWARD AND CONTRACT

1. The University reserves the right to award by item, groups of items or total bid; to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the University will be served.
2. Cash discounts may be offered by bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.
3. ACCEPTANCE OF A BID BY THE UNIVERSITY IS NOT AN ORDER TO SHIP.
4. Each bid is received with the understanding that the acceptance in writing by the University of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the bidder and the University, which shall bind the bidder on his part to furnish and deliver the articles quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the University on its part to order from such contractor, except for causes beyond reasonable control; and to pay for, at the agreed prices, all articles specified and delivered.
5. In event of default by the contractor, the University reserves the right to procure the commodities and/or services from other sources, and hold the contractor liable for any excess cost occasioned thereby. If, however, public necessity requires use of material or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
6. The contractor guarantees to save the University, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, of which the contractor is not the patentee, assignee or licensee.
7. It is understood and agreed that the contractor shall not be held liable for any failure or delays in the fulfillment of his contract arising from strikes, fires, or acts of God, or any other cause or causes beyond his reasonable control.
8. In the event there is a need for material bonding, performance bonding and/or insurance, the bidder will provide the bonding and/or insurance when requested and do this within fifteen (15) days after receipt of our notification of apparent low bidder, otherwise, the University reserves the right to go to the next qualified bidder who can comply.

SEEC FORM 11

**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, shall 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, shall 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, 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 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-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 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.

Exceptions to Scope or General Terms and Conditions

Please list any exception to our bid document. All exceptions will be evaluated based on any conflicting legal aspect or how the exception would impact the University requirements. The University reserves the right to disqualify any bidder for what the university deems as a serious exception or something that can not be agreed upon thru negotiations - **Proposers who do not take any exception should indicate that in this section by stating - No exceptions to Scope Specifications or State of Connecticut Terms and Conditions (Attached).** See Evaluation Process, Section IV.

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The University of Connecticut

Project Name: _____

RFI Deadline

Project Number: _____

(See Bid Documents)

Date: _____

REQUEST FOR INFORMATION FORM

PLEASE TYPE -OR- PRINT

TO: The University of Connecticut.

FROM: _____

Fax (860) 486-1953

(Name of Proposer)

ATTN: Steve Grange

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

CERTIFICATION

*(By **corporate or other business entity** regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)*

I _____ (signer's name) _____, _____ (signer's title) _____ of _____ (name of entity) _____, an entity lawfully organized and existing under the laws of _____ (name of state or common-wealth) _____, do hereby certify that the following is a true and correct copy of a resolution adopted on the ____ day of _____, 20__ by the governing body of _____ (name of entity) _____, in accordance with all of its documents of governance and management and the laws of _____ (name of state or commonwealth) _____, and further certify that such resolution has not been modified, rescinded or revoked, and is, at present, in full force and effect.

RESOLVED: That _____ (name of entity) _____ hereby adopts as its policy to support the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

IN WITNESS WHEREOF, the undersigned has executed this certificate this ____ day of _____, 20__.

By : _____

Print Name:

Title: _____

Effective June 25, 2007

CERTIFICATION

*(By **individual contractor** regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)*

I _____ (signer's name) _____ of
_____ (business address) _____

am entering into a contract (or an extension or other modification of an existing contract) with the State of Connecticut (the "State") in my individual capacity for _____ (If available, insert "Contract No. ____"; otherwise generally describe goods or services to be provided) _____. In order to induce the State to consummate said contract, I hereby certify that I support the nondiscrimination agreements and warranties required under Connecticut General Statutes Sections 4a-60(a)(1) and 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

IN WITNESS WHEREOF, the undersigned has executed this certificate this _____ day of _____, 20____.

Print Name:

Effective June 25, 2007

