

THE UNIVERSITY OF CONNECTICUT

PROPOSAL CLARIFICATION #1

September 21, 2009

DUE DATE: September 23, 2009
TIME: 2:00 p.m.
PROJECT: Assistant Project Management Services for the New Social Sciences and Humanities Building
PROJECT NO: 901126
LOCATION: University of Connecticut
Capital Projects & Contract Administration
31 LeDoyt Road
Storrs, CT
Attn: Mary Kate Sullivan

Please note the following clarifications:

- 1. The University of Connecticut's Standard Purchasing Agreement. Attached. The awarding firm will be required to sign the contract without modification and the University reserves the right to make any changes to the contract, if necessary.**

Qualifications of Firm

- A. Request for Proposal (RFP) will be considered only from those firms or persons with a demonstrated and substantial history of experience in successfully providing analyses and studies in the areas identified in this request 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 RFP.**
- C. The University will reject the RFP of any firm and void any award resulting from this Request to any firm who makes any material misrepresentation in their RFP.**

University of Connecticut

Mary Kate Sullivan, Purchasing Agent II
Capital Project & Contract Administration

University of Connecticut



Contract For Professional Services Firm Assistant Project Management Services Project No. 901126

This contract (hereinafter "Contract") is made and entered into by and between:

University of Connecticut *and*
Capital Projects and Contract Administration
31 LeDoyt Road, Unit 3047
Storrs, CT 06269-3047
hereinafter "University"

hereinafter "Consultant"

Jeffrey Reynolds / 860-486-8051
University Contract Administrator/Phone

_____/_____
Consultant Contact/Phone

Section 1

1.1. **Term** This Contract between the **University** and the **Consultant** will govern the provision of goods, services or other considerations (hereinafter "Services") referenced herein from:

1.1.1 **Effective Date** _____ **End Date:** _____

1.1.2 **Amendment Terms:** All revisions to this Contract may only be made by written amendment executed by both parties and, if required, approved by the Office of the Attorney General prior to the end date of this Contract.

1.2. **Brief Summary of Services; Definitions** Consultant will provide Assistant Project Management Services for the new Social Sciences and Humanities Building.

1.2.1 **Service Location** Consultant will provide Services at/for the location(s) listed below:

Social Sciences and Humanities Building
University of Connecticut
Storrs, CT 06269

1.2.2 **Definitions**

1.2.2.1 **Department:** The term "Department" as used in this Contract will mean the University's Department of Architectural and Engineering Services or in the case of a University of Connecticut Health Center ("UCHC") Project the UCHC Department of Campus Planning, Design and Construction, as applicable. The term "Director" will mean the Associate Vice President of Architectural and Engineering Services of the University of Connecticut or in the case of a UCHC Project, its Associate Vice President of Campus Planning, Design and Construction.

1.2.2.2 **Project:** The term Project as used in this Contract shall refer to any Services provided by the Consultant for the new Social Sciences and Humanities Building.

1.2.2.3 **Project Manager:** A staff member of the University shall be designated as the University's "Project Manager". All contact and communication with the University shall be through the Project Manager, or his or her designee.

1.2.2.4 **Work:** The term Work as used in this contract shall refer to any Services provided by the Contractor in connection with the Project.

1.3 **Maximum Amount Payable** \$ _____

1.3.1 **Payment Terms**

1.3.1.1 The maximum amount payable allowed the Consultant under this Contract will not exceed _____ and 00/100 Dollars (\$ _____), unless modified by a written amendment to this Contract in accordance with Section 1.1.2. Said fee includes, but is not limited to, base salary, fringe and other benefits, insurance, taxes, miscellaneous personnel expenses, meals, travel, travel time, training, holidays, sickness, medical, lost time, general and corporate supervision and management expenses, overhead charges or expenses, legal cost, accounting costs and profit, all costs of living, per diem expenses, transportation, communication, including cellular communication and laptop computer for document management and written communication, whether within or without the State of Connecticut, connected with the discharge of the Consultant's duties under this Contract, unless express written notification to the contrary is received from the Department. When 75% of the fee has been expended, the Consultant will notify the Department in writing of the amount of Work completed to that date. Said notification will include an itemization of all fees that have been paid to the Consultant pursuant to the Work.

1.3.1.2 If at any time during the term of this Contract the University should require the Consultant to make any substantial change in the size or scope of the Work that will necessitate the Consultant to perform substantial unanticipated and additional services and prepare additional documents, the Consultant will prepare such additional documents and make changes as required for which it will be entitled to fair and equitable compensation. The Director will determine the amount of such compensation and the manner of payment in accordance with the provisions of this Contract. Hourly, weekly and monthly rates assigned under this Contract will remain unchanged for the term of this Contract. If at any time during the term of this Contract the University should request the Consultant to reduce the scope of services originally agreed upon under this Contract, the Consultant will then reduce said scope of services, as requested, and the Consultant's fee will be reduced by a fair and equitable amount determined by the Director.

1.3.1.3 For the Project, the University will make monthly progress payments to the Consultant. Before the first progress payment becomes due, the Consultant must prepare a breakdown of its fees in a manner acceptable to the University, which breakdown will be used to determine the amounts of the progress payments to be made. Before each payment is made the Consultant must furnish proof of the quantity, value, and delivery of services. All materials and Work covered by progress payments will be the sole property of the University. Progress payments do not relieve the Consultant of its responsibility for all materials and Work for which payment has been made or for the restoration of any damaged Work. Progress payments do not waive the right of the University to require fulfillment of all Contract terms and conditions. The University will compensate the Consultant for services rendered under this Contract on the basis of pre-approved hourly, weekly and monthly rates for the personnel assigned to perform the services. A pre-approved hourly, weekly and monthly rates will not exceed a reasonable rate, as determined by the Director, taking into consideration the skills and experience of the person providing the services. Hourly, weekly and monthly rate payments will be made in accordance with the terms and conditions of the Project. Pre-approved hourly, weekly and month rate payments will only apply for the period of time that the person is gainfully employed on the Project under this Contract. Requests for payment will be submitted on properly prepared University invoice forms with attachments showing actual hours worked, hourly, weekly and monthly rates applied, and any allowable additional direct costs included in the invoice forms. The Consultant will certify in writing that each amount invoiced is both accurate and commensurate with the Work performed for the University under this Contract. The University reserves the right to periodically audit the Consultant's financial and Project records.

1.4 **Detailed Consultant Responsibilities**

1.4.1 The Consultant and its personnel assigned to the Project will, in the University's behalf and in furtherance of its best interests covenant and agree to perform all its services in accordance with the standards and practices of its profession. The Consultant will not have any conflicts of interest. The Consultant will be held to the highest standard of conduct in the performance of its duties and must conduct itself so as to avoid even the appearance of any impropriety. The Consultant is prohibited from accepting gratuities of any kind from any persons seeking work associated with this Contract. The Consultant will staff the Project with experienced and competent

personnel acceptable to the University. If the Consultant requires additional personnel to fulfill its obligations under this Contract, it will provide such additional staff at no additional cost to the University.

1.4.2 The Consultant will consult with the Department to ascertain requirements of the Project and consult with proper State authorities, code enforcement agencies, and authorities having jurisdiction to determine all applicable laws, Building and Fire Safety Codes, LEED Certification requirements, statutes, rules and ordinances. The Consultant will become informed as to, including, but not limited to, specific institutional conditions that might affect its contemplated Work or the hours or season of its execution, use of adjacent areas and interruptions of institutional routine. The services furnished hereunder will reflect consideration of those conditions requiring safeguards and precautionary measures in excess of usual practice.

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

1.4.4 The Consultant will communicate with the Department through, and receive directions from, the Department's designated Project Manager for the Project.

1.4.5 Should the Consultant intend to use any sub-consultant as of the date of the execution of this Contract, the sub-consultant's names and qualifications will be submitted to the Department in writing for approval prior to execution of the Contract. Should the Consultant require the services of additional or substituted sub-consultants at any time during the term of this Contract, their names and qualifications will be submitted to the Department in writing for approval prior to their engagement on the Project. Such sub-consultants will provide evidence of their competence by affixing their seals on any documents prepared by them or under their supervision.

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

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

1.4.8 Basic Services of the Consultant will include the services of all professional and technical disciplines needed to perform the services described herein whether performed by the Consultant or by sub-consultants hired by the Consultant. These services, and all services of the Consultant and its sub-consultants, will be performed according to generally accepted standards of professional practice and care as defined by Connecticut Law.

1.4.9 The key personnel of both the Consultant and its sub-consultants assigned to this Contract and the Project will be identified in writing and submitted to the Department, before the execution of this 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 this Contract.

1.4.10 The Consultant will provide all Project administration services necessary to facilitate the orderly progress of the Project, including supervision of the Work of the Consultant's in-house personnel, direction of the Consultant's sub-consultants, coordination of information flow and decision making, and progress monitoring and reporting.

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

1.5 **Specific Project Tasks and Detailed Scope of Services:** The personnel assigned to the Project by the Consultant will work under the direction of the University Department of Architectural and Engineering Services to provide Assistant Project Manager Services. The Services to be provided by the Consultant may include, but may not be limited to the following:

- 1.5.1 Perform field quality control inspections.
- 1.5.2 Determine, document and manage required code related inspection/re-inspection with University Department of Environmental and Public Safety Building Inspector and Fire Marshal and Contractor/Subcontractor
- 1.5.3 Coordinate with contractor to determine readiness of portion(s) of Work to be inspected for code compliance; perform pre-inspections and; request inspection from University Department of Public and Environmental Safety Building and Fire Officials.
- 1.5.4 Coordinate Code and quality assurance inspections with Contractor and DPES.
- 1.5.5 Coordinate testing agencies for all Quality Control required tests and inspections.
- 1.5.6 Maintain reports of all tests, inspections and re-inspections required for code compliance and Project quality assurance quality control requirements.
- 1.5.7 Prepare and maintain daily Project inspection reports.
- 1.5.8 Coordinate with University Departments for site access and security.
- 1.5.9 Coordinate with University Environmental Health and Safety Department and monitor site safety in accordance with University Environmental Safety Requirements.
- 1.5.10 Coordinate with University Site Safety Inspection Consultant to ensure all safety recommendations requires by said consultants are implemented in accordance with consultants field inspection report are implemented by contractor(s).
- 1.5.11 Attend and monitor Project meetings acting as owners representative.
- 1.5.12 Maintain currency of university Project tracking documents as related to quality control; quality assurance and code inspections and progress of Work.
- 1.5.13 Monitor and document contractor performance, including Project schedule and budget.
- 1.5.14 Evaluate pricing and validity for all change orders.
- 1.5.15 Coordinate with design professionals.
- 1.5.16 Coordinate with Building and Fire Code Officials.
- 1.5.17 Monitor and review submittal process.
- 1.5.18 Document construction activities to code officials.
- 1.5.19 Ensure that construction activities comply with construction documents.
- 1.5.20 Monitor wage rate compliance.
- 1.5.21 Analyze and make recommendations to owner on any issue which has the potential to impact Project cost and/or schedule.
- 1.5.22 Ensure all code required certifications are completed by design professionals and contractors as required by codes and contract.
- 1.5.23 Ensure all Project closeout documentation is received and complies with Contract requirements
- 1.5.24 Review and recommend approval of requests for payment
- 1.5.25 Coordinate utility shutdowns with other contractors and University Departments.
- 1.5.26 Take weekly progress photographs.
- 1.5.27 Prepare weekly Project report to include budget analysis schedule analysis and risks analysis/assessment.
- 1.5.28 Maintain Physical and electronic Project files.
- 1.5.29 Provide scheduling and estimating services as directed by the Director.
- 1.5.30 Participate in the dispute resolution process.
- 1.5.31 Other duties as may be assigned by the University.

1.6 **Deliverables/Methods**

1.6.1 Consultant will deliver Services to the University as required in Section 1.5.

1.7 **Work Schedule**

1.7.1 Consultant agrees that the Hours of Work shall be a minimum of forty (40) hours per week.

1.7.2 Consultant agrees that the I workday shall be 7:00 a.m. to 4:00 p.m. Monday through Friday, and Saturday or Holidays as deemed required by the University's Project Manager. All Work shall be performed during the workday as needed.

1.8 **University Responsibilities**

1.8.1 The University shall appoint a Project Manager. All contact and communication with the University will be through the Project Manager, or the Project Manager's designee. The Project Manager, or the Project Manager's designee, will observe the Work of the Consultant at the conclusion of the Work and at intervals during its

performance, to confirm that the Work has been or is being performed in accordance with the requirements of this Contract.

1.9 **Use of Name**

1.9.1 The Consultant is hereby specifically cautioned that unless specifically authorized, in writing, by the University's Vice President and Chief Operating Officer, on a case by case basis, the Consultant shall have no right to use, and shall not use, in any manner, the name of the University of Connecticut, its officials or employees, or the Seal of the University: (a) in any advertising, publicity, promotion, nor; (b) to express or to imply any endorsement of Consultant's work product or services.

1.10 **Contract Documents (incorporated herein by reference)** The Consultant shall fully perform the services described in, and in accordance with, the Contract Documents, including the following:

- a. The University's Request for Technical Proposal dated September 11, 2009.
- b. Consultant's Response to Request for Technical Proposal dated _____.
- c. Consultant's Fee Summary dated _____ and attached hereto as Schedule A.
- d. Consultant's All Inclusive Hourly, Weekly and Monthly Rates dated _____ and attached hereto as Schedule B.

1.11 **Additional or Special Services** No changes or adjustments will be made in the maximum total fee as set forth in Section 1.3 as a result of the performance of additional or special services unless the Director has authorized in writing the change or adjustment in fee.

1.11.1 **Additional Services** For additional services of the Consultant or any of its sub-consultants or subcontractors, the University shall compensate the Consultant for services rendered under this Contract on the basis of pre-approved hourly rates for the personnel assigned to perform the services as outlined in Schedule B attached hereto and incorporated herein by reference. The hourly rates shall be determined in accordance with the provisions set forth in the Office of Policy and Management ("OPM") General Letter No. 97-1 dated November 21, 1996, which letter is incorporated herein by reference and made a part hereof as though fully set forth herein. Notwithstanding the preceding sentence, a pre-approved hourly rate shall not exceed a reasonable rate for additional services as determined by the Director and as authorized in writing by Amendment in accordance with Section 1.1.2 of this Contract, taking into consideration the skills and experience of the person providing the services. When pre-approved hourly rates are applicable, the University will be responsible for payment of overhead and profit, as set forth in OPM General Letter No. 97-1. Monthly requests for payment shall be submitted on properly prepared invoice forms with attachments showing actual hours worked, pre-approved hourly rates applied, and any allowable additional direct costs included in the statement. The Consultant shall certify that each amount invoiced is both accurate and commensurate with the Work performed for the University under this Contract.

1.11.2. **Special Services** If, in the opinion of the University, any service is required that is not usually furnished in the type of service practice applicable to this Consultant and that is not included in this Contract, either expressed or implied by the nature of the service, then the University shall in writing authorize the service and the related cost. The Consultant's written selection of any service provider retained under this Section is to be submitted for approval by the University. The Consultant shall adequately support, in writing to the University, its recommendations as to its selection of any such service provider. Any registered consultant or Consultant retained under this Section shall provide evidence of their competence by affixing their seals on any Work prepared by them or under their supervision. The University shall reimburse the Consultant for the cost of any services provided under this Section and in addition shall also pay the Consultant five percent (5%) of such cost, or such other percentage deemed reasonable by the Director, for overhead and profit. When the Consultant requests the need for any additional services provided under this Section there shall be a minimum of three (3) written bids obtained and forwarded to the University for approval.

1.12 **All Inclusive Hourly, Weekly and Monthly Rates**

1.12.1 The University will provide office space, desks, copiers and office supplies. The Consultant shall be responsible for providing computer equipment and support compatible with the University computing environment.

1.12.2 The hourly, weekly and monthly rates for all individuals shall be based on an all inclusive price per hour and is represented in Schedule B attached hereto and incorporated herein. The University will not pay or reimburse the Consultant for any costs or expenses that are not included in the requested hourly, weekly and monthly rate.

1.12.3 A weekly rate shall be calculated based on a minimum forty (40) hour work week, Monday through Friday and occasional Saturdays or working Holidays. Travel to and from the University shall be incorporated into the weekly rate.

1.12.4 A monthly rate shall be calculated based on the number of working days in a month and an occasional Saturday or working Holiday. Travel to and from the University shall be incorporated into the monthly rate.

1.12.5 The University will require an assignment management review every 90 days on the Project awarded and contracted under this Contract. The Consultant will be provided with 30 days written notice regarding any changes in the assignment and any requirement to change, increase or reduce personnel.

1.12.6 The Consultant will be expected to develop and submit, for University review, acceptance and approval, a written proposal letter agreement covering the scope, cost, terms and conditions regarding the proposed Project.

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

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

1.14 **Nonperformance** If the Consultant does not fulfill or complete its services in a timely and adequate manner, the University reserves the right to withhold monetary payments to the Consultant until such time as the Work is brought up to date in an adequate manner. The amount withheld will be determined by the Director. If the University is harmed by the Consultant's nonperformance, the University will be granted fair and equitable compensation by the Consultant as determined by the Director. The University has the right for inspection on demand of the Consultant's products. The University will accept only those products that meet reasonable professional standards.

1.15 **Connecticut Sales and Use Tax** The University is a tax-exempt institution. The Consultant will be familiar with the current regulations of the Department of Revenue Services. A Sales Tax Certificate is available from the Purchasing Department

1.16 **Confidentiality of Documents**

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

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

1.16.3 The Consultant further agrees that the following provision will be included in its Contracts with sub-consultants or subcontractors:

Any and all drawings, specifications, maps, reports, records or other documents associated with the Contract Work will only be utilized to the extent necessary for the performance of the Work and duties under this

Contract. Said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the Work described in this Contract, or as required under the Connecticut Freedom of Information Act. No other disclosure will be permitted without the prior written consent of the University. When any such drawings, specifications, maps, reports, records or other documents are no longer needed, they will be destroyed.

1.17 **Third Parties** Nothing contained in this Contract will be deemed to create a Contractual relationship between any third party and the University or the Consultant, or be deemed to give any third party any claim or right of action against the University or the Consultant which does not otherwise exist without regard to this Contract.

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

1.19 **Records**

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

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

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

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

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

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

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

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

1.24 **Gender Neutral Provision** The language of the Contract is intended to be gender neutral. Thus whenever the terms "he", "she", "his", "her", "it", or similar term is used such terms will be considered to mean "he", "she" or "it", "his", "her", or "its" or other such gender neutral phraseology.

1.25 **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 sub-consultants or subcontractors, who are involved in the implementation of this Contract, of this reporting mechanism.

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

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

If to the Consultant*: _____

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

Section 2 - State of Connecticut Required Terms and Conditions

(The following State of Connecticut Contract provisions may **not** be revised or deleted without approval of the Office of the Attorney General.) **Rev. 7/09/09:**

2.1 **Statutory Authority.** Connecticut General Statutes §§ 4a-52a, 10a-104, 10a-108, 10a-109d (a)(5), 10a-109n and/or 10a-151b, provide the University with authority to enter into Contracts in the pursuit of its mission.

2.2 **Governing Law.** This Contract shall be construed in accordance with and governed by the laws of the State of Connecticut.

2.3. Indemnification and Claims:

2.3.1 To the maximum extent allowed by law, the Consultant will indemnify and hold harmless the University and the State of Connecticut, their employees and agents, from any and all claims, liabilities, demands, damages, costs or expenses (including all reasonable attorneys' fees) to the extent caused by or resulting from any negligent act or omission of, willful misconduct, breach of the Contract or breach of warranty by, or fault of, the Consultant or anyone for whom the Consultant is responsible in the performance of the Contract. This indemnification will survive the completion of the Project or termination of this Contract to the maximum extent allowed by law. Nothing in this paragraph will be construed as obligating the Consultant to indemnify or hold harmless any of the parties indemnified hereunder against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of such indemnified party, or such party's agents or employees.

2.3.2 Each party to the Contract assumes full responsibility for any liabilities, claims, demands (including costs and expenses) that may be made of anyone for injuries, including death, to persons or damages to property or any act or omission by that party resulting from acts or omissions of the party, its employees or servants.

2.3.3 In the event of any disputed claims between the parties under the Contract, the parties agree to submit the disputes to non-binding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. If the parties are not successful in resolving the dispute through the mediation within thirty days of the submittal to mediation, then the parties may pursue such other legal remedies as are available to them under Connecticut law or statutes.

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

2.3.5 Should the Consultant have a claim against the University which has not been resolved by mediation, the Consultant's rights to assert its claim against the University shall be as are set forth in Connecticut General Statutes Section 4-61, if that statute is applicable. If C.G.S. Section 4-61 is not applicable, the Consultant's sole and

exclusive remedy for the presentation of any claim against the University or the State of Connecticut arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State), and the Consultant agrees not to initiate legal proceedings except as authorized by that Chapter in any State or Federal Court in addition to or in lieu of said Chapter 53 proceedings.

2.4 **Nondiscrimination.** References in this Section to "Contract" shall mean this Contract.

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

(1) The Consultant agrees and warrants that in the performance of the Contract such Consultant will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Consultant 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 Consultant further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Consultant that such disability prevents performance of the Work involved; (2) the Consultant agrees, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Consultant agrees to provide each labor union or representative of workers with which such Consultant has a collective bargaining Contract or other Contract or understanding and each vendor with which such Consultant has a Contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Consultant's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Consultant 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 Consultant 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 Consultant as relate to the provisions of this section and section 46a-56.

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

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

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

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

(f) The Consultant shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the state and such provisions shall be binding on a subconsultant, vendor or manufacturer unless exempted by regulations or orders of the commission. The Consultant shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56;

provided, if such Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the commission, the Consultant may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

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

(1) The Consultant agrees and warrants that in the performance of the Contract such Consultant 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 Consultant agrees to provide each labor union or representative of workers with which such Consultant has a collective bargaining Contract or other Contract or understanding and each vendor with which such Consultant 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 Consultant's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Consultant agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the Consultant 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 Consultant which relate to the provisions of this section and section 46a-56.

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

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

2.5 Executive Orders 3, 17, 16, 7C and 14 The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Consultant's request, the Client Agency shall provide a copy of these orders to the Consultant. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning Contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

2.6 Campaign Contribution Restrictions For all State contracts as defined in Public Act 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such contracts or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state Consultants of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the Notice, referenced below.

**NOTICE TO EXECUTIVE BRANCH STATE CONSULTANTS AND PROSPECTIVE STATE CONSULTANTS
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 Consultants and prospective state Consultants of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No *state Consultant, prospective state Consultant, principal of a state Consultant or principal of a prospective state Consultant*, 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 Consultants and prospective state Consultants 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 Consultant. Any state Consultant or prospective state Consultant 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 \$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 Consultant, in the Contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state Consultant, shall result in the Contract described in the state Contract solicitation not being awarded to the prospective state Consultant, 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 Consultant Contribution Ban."

Definitions:

"State Consultant" 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 Consultant until December thirty-first of the year in which such Contract terminates. "State Consultant" 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 Consultant" 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 Consultant" 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 Consultant or prospective state Consultant" 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 Consultant or prospective state Consultant, 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 Consultant or prospective state Consultant, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state Consultant or prospective state Consultant, which is not a business entity, or if a state Consultant or prospective state Consultant has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state Consultant or prospective state Consultant 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 Consultant or prospective state Consultant.

"State Contract" means an Contract 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 Contracts 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 Contract 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.

2.7 **Suspension of the Work**

2.7.1. The University, at any time, may suspend all or any part of the services of the Consultant with respect to this Contract or the Project. In such event, the Consultant will be given three (3) days' notice of such suspension in writing in accordance with Section 1.26. The mailing of such notice will preclude any claim on the part of the Consultant as to failure to receive notice of such suspension.

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

2.7.3 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 Consultant pursuant to this Contract will be applied as payment on the fees for the Work as set forth in this Contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year, the Consultant and the University may renegotiate the fees for the Work based on current conditions or either may unilaterally elect to terminate the remaining Work.

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

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

2.8 Termination of Contract

2.8.1. The Director may terminate this Contract whenever he determines in his sole discretion that such termination is in the best interest of the University. The Contract may be terminated in whole or in part at any time, either for the University's convenience or as a result of the failure of the Consultant to fulfill its Contract obligations, by delivery to the Consultant of a written notice of termination. The notice of termination will be sent in accordance with Section 1.26. Upon receipt of such notice, the Consultant will immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the University all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing its duties under this Contract, whether completed or in progress. All such documents, information, and materials will become the property of the University.

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

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

2.8.4 If after notice of termination for failure of the Consultant to fulfill its Contract obligations it is determined that the Consultant had not so failed, the termination will be deemed to have been effected for the convenience of the University. In such event, the Consultant will be entitled to reasonable compensation provided in Section 2.8.2 of this Section.

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

2.8.6 The rights and remedies of the parties provided in this Section 2.8 are in addition to any other rights and remedies provided by law or under this Contract.

2.9 **Force Majeure** If the performance of obligations under this Contract are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Consultant, then each party's obligations to the other under this Contract shall be excused and neither party shall have any liability to the other under or in connection with this Contract.

2.10 **Insurance** The Consultant for the duration of this Contract, including any extension of the original Term, must carry insurance to protect the interests of the University and the State of Connecticut. The Consultant must obtain statutory workers' compensation and employers' liability insurance, comprehensive automobile liability insurance, commercial general liability insurance, and professional services liability insurance to not less than the minimum limits as required in this Section, all at no cost to the University and the State of Connecticut.

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

5. Professional Services Liability Insurance: The Consultant will furnish evidence, by way of a certificate of insurance, that it has obtained a professional services liability insurance policy with \$1,000,000.00 minimum coverage for negligence and errors and omissions. If any claims are made against its professional services liability insurance policy, the Consultant agrees to purchase additional insurance in order to maintain the minimum coverage of \$1,000,000.00. The insurance will remain in effect during the entire duration of this Contract and for eight (8) years after substantial completion of the Project. For policies written on a "Claims Made" basis, the Consultant agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. The Consultant will Contractually require any architectural or engineering firm it hires to maintain professional liability insurance in the same amount and with the same provisions indicated above. The Consultant's policy will provide coverage for the Consultant's obligation under Section 2.3 of this Contract to indemnify and hold harmless the University and the State, and their employees and agents, from claims, liabilities, demands, damages, costs or expenses (including all reasonable attorney's fees) to the extent caused by or resulting from any negligent act or omission of the Consultant or anyone for whom the Consultant is responsible in the performance of this Contract, and each policy held by a consultant of the Consultant shall provide the same coverage to the extent of such consultant's negligent acts or omissions.

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

2.11 **Entire Contract and Amendment** This Contract is the entire Contract between the Consultant and the University and supersedes and rescinds all prior Contracts relating to the subject matter hereof. This Contract may be amended only in writing signed by both the Consultant and the University. The Consultant indicates it has read and freely signed this Contract, which shall take effect as a sealed instrument. The Consultant further certifies that the terms of this Contract are legally binding and its duly authorized representative has signed this Contract after having carefully read and understood the same.

2.12. **Additional Required Consultant Signature Authority, Affidavits and Certifications**

(a) The individual signing this Contract on behalf of the Consultant certifies that s/he has full authority to execute the same on behalf of the Consultant and that this Contract has been duly authorized, executed and delivered by the Consultant and is binding upon the Consultant in accordance with its terms. The Consultant shall provide a Corporate Resolution or other signature authority documentation certifying that the individual executing this Contract has been authorized by the governing body of the Consultant to sign on behalf of the Consultant. .

(b) The University, as an agency of the State of Connecticut, requires that notarized Gift and Campaign Contribution Certificates (Office of Policy and Management "OPM" Form 1) and Consulting Contract Affidavits (OPM Form 5) accompany all State Contracts/Contracts with a value of \$50,000 or more in a calendar or fiscal year. [Form 1 is also used with a multi-year Contract to update the initial certification on an annual basis.] The State also requires an Affirmation of Receipt of State Ethics Laws Summary (OPM Form 6) which must accompany large State construction or procurement Contracts with a value of \$500,000 or more. Pursuant to Conn. Gen. Stat. § 4-252(c)(1), these documents must be executed by the official who is authorized to execute the Contract/Contract on behalf of the Consultant. .

(c) An executed Nondiscrimination Certification must also be provided by the Consultant at the time of Contract execution for all Contracts/Contracts with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Consultant has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original Contracts/Contracts as well as amendments.

IN WITNESS WHEREOF, this Contract has been duly executed by the following parties:

UNIVERSITY OF CONNECTICUT:

CONSULTANT:

By: _____

Print Name: Barry Feldman

Title: Vice President & Chief Operating Officer

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____