

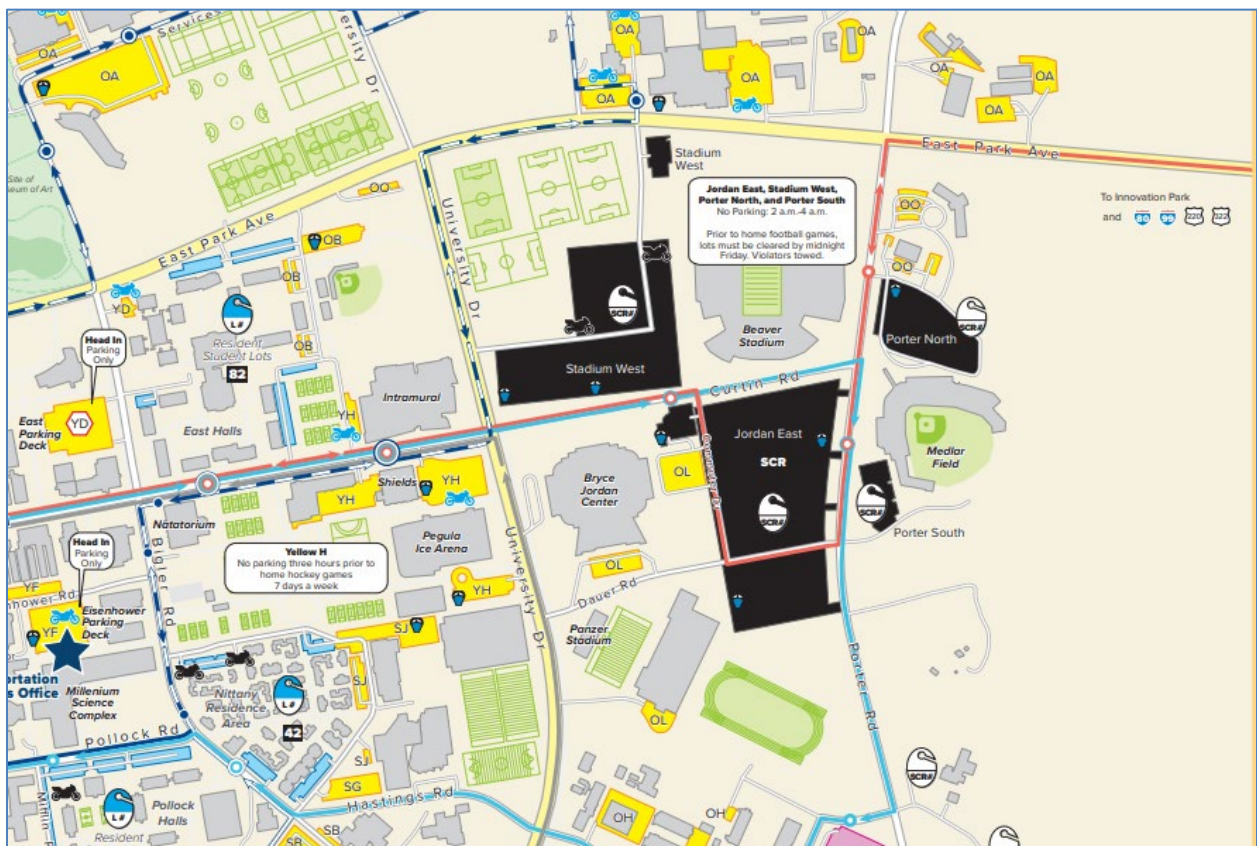


April 11, 2023

To: Potential Professional Services Provider

Re: Request for Proposal for Professional Services – Feasibility Study  
Penn State University Park  
Commuter Parking Lots Improvements for Special Events  
Penn State Project No. 00-09157.00

Penn State is soliciting Requests for Proposals for Professional Services (the “RFP”) from qualified professional firms to provide an analysis, recommendations, and conceptual plans for operational and infrastructure upgrades to enhance the safety, financial aspects, and operational efficiency of the Jordan East, Porter North, and Stadium West parking lots at the University Park campus, particularly as it relates to managing special events for Intercollegiate Athletics and BJC events in the surrounding area. The location of the parking lots is shown below:



**CURRENT STATE**

The configuration of the lots and the roadways, including the entrances and exits of each parking area causes the following operational, financial, and safety concerns depending on the use of parking use for special events.

**Operational concerns include:**

- Traffic ingress and egress.
- Closing Curtin Road is required for all Bryce Jordan Center events due to the volume of pedestrian traffic.
- Curb management issues including bus pick up and drop off.
- Communication challenges.

- Wayfinding and occupancy management.
- No large, dedicated entry points with multiple lanes for ingress and egress. Stadium West parking lot is limited to one entrance/exit.
- Stadium West Lot fills with commuter parking on a daily basis at the start of each semester for approximately the first month.
- Difficult to navigate from Stadium West to Jordan East as overflow. Lots sold as separate locations for events, where one location may allow for more flexibility.

Financial concerns include:

- No revenue control or auditing equipment.
- Three different types of access for events that include cash, prepaid Reservations, and permits.
- No auditing device or reporting on parking mix, manual effort to determine access.
- Handheld scanners for reservations cannot keep up with the level of traffic and are often abandoned during events. A fixed solution would improve traffic flow and auditing of parked vehicles.
- Events require a significant amount of labor to direct traffic and sell parking.

Safety concerns include:

- Vehicular and employee accidents have occurred multiple times in the past six months.
- Hard 90 degree turns causing slow traffic and line of sight issues.
- Pedestrian movements in the parking lot are in conflict with drive lanes.
- Staff sell on roadways in conflict with two-way traffic including busses, no lighting, and no raised islands.
- Queue length and permanent wayfinding signs lead to unpredictable vehicle movements in high traffic areas.
- Staff have no cover for inclement weather, and sales are suspended for safety concerns regularly.

**GOALS AND OBJECTIVES**

1. Enhance safety of employees that work events including minimizing the risk of accidents and ways to protect employees from inclement weather.
2. Provide dedicated entry and exit areas for event parking, including multiple lanes and technology improvements that tie into existing department technology vendors.
3. Enhance traffic flow for both ingress and egress for larger events including CATA transit service changes.
4. Reduce pedestrian and vehicular conflict in parking areas and roadways.
5. Reduce the need for traffic control and event staffing, including not having to close Curtin Road for smaller BJC events.
6. Enhance cash handling processes and methodologies for auditing the parking areas for payment.
7. Enhance pickup and drop-off area(s) for rideshare and charter buses, including a better way to utilize the current configuration in front of the Bryce Jordan Center
8. Enhance technology and its use to help address the concerns above.
9. Consider future infrastructure changes to buildings and parking areas, in any recommendations.

**SERVICES DESCRIPTION**

In general, the Professional's responsibilities for this project include, but are not limited to, the following:

1. In accordance with Penn State's eBuilder User Guides and Manuals, utilize eBuilder for the agreement, invoices, and document storage.
2. Meet with the appropriate Penn State representatives to discuss the study's goals and objectives to confirm policies, procedures, and project schedule.
3. Meet with and engage stakeholders from University Police and Public Safety, Intercollegiate Athletics, current technology vendors, Office of Physical Plant, and Bryce Jordan Center to understand their operations and concerns. This will be critical to the success of implementing many, if not all, of the recommendations of this study.
4. Meet bi-weekly with the Project Management team during the study duration to provide updates on progress and address any outstanding items. The meeting duration is expected to be no more than a half hour.
5. Meet with the appropriate Penn State representatives to review initial findings and recommendations.
6. For all meetings, prepare and distribute meeting minutes within three (3) business days to the appropriate Penn State representatives.
7. Develop and validate three (3) conceptual plans for operational and infrastructure improvements that meet the goals and objectives of this study. This includes providing temporary or test operational plans that help understand if the recommended solutions are feasible.
8. Develop an opinion of probable cost for each conceptual plan.
9. Conduct and document a thorough field review of one special event recommended by Penn State. Provide a report on the findings and recommendations from this field review within five (5) business days of the review. At this time, the Chris Stapleton concert on October 6, 2023 is anticipated to be the special event for the field review.
10. Evaluate and document local code, zoning, and permitting requirements that would be required to implement the recommendations. The Jordan East, Porter North, and Stadium West parking lots are located in College Township and

Park Avenue and University Drive are under PennDOT authority. Whereas the traffic signals on University Drive and Park Avenue are owned and operated by the Borough of State College or College Township depending on the location.

11. Provide a preliminary and final report in PDF format suitable for electronic distribution. The reports shall include an executive summary and appendix with all supporting documentation collected during the study. For the preliminary report, provide a presentation to the appropriate Penn State representatives that summarizes the findings and recommendations.

### **SCHEDULE**

The schedule for the project is as follows:

- Deadline for RFP questions 12:00PM on May 1, 2023
- RFP Responses Due 12:00PM on May 8, 2023
- Consultant Selection May 19, 2023 (anticipated date)
- Start of Professional Services June 12, 2023 (anticipated date)
- Recommendations and Preliminary Report Due October 20, 2023
- Conceptual Plans and Final Report Due November 17, 2023

### **RFP RESPONSE REQUIREMENTS**

Please provide a concise response in the order that the following information is presented:

1. A one-page cover letter that includes the following:
  - Contact information (address, phone, and email) for your team's main point of contact.
  - A concise summary of why your team is best suited for this project.
  - Statement of certification that all information provided is accurate and that you concur, without exception, the terms, conditions, and provisions as contained in the latest version of Penn State's Form of Agreement 1-S.
2. Brief overview of firm, including the number of personnel presently in the firm.
3. A detailed organization chart that clearly shows the roles and responsibilities of each team member proposed and the person who will be your point-of-contact for the project.
4. Qualifications and experience of the design team, including the sub-consultants proposed for this project. Include the number of projects and the total dollar value of the projects that the sub-consultants have worked with your firm.
5. Experience of the firm and sub-consultants in the past ten (10) years in projects similar to the one proposed. List for each the size, project duration from start of design to construction completion, and the final construction cost. Please highlight the role each proposed team had in each project.
6. The scope of services that identifies the various tasks, deliverables, and meetings that will be provided on this project.
7. To indicate your understanding of the uniqueness of this study, describe key project drivers your team has identified as a priority and your plan to address them.
8. A detailed project schedule depicting the various tasks, meetings, and critical milestones for each phase. Allow two (2) weeks for Penn State review of the recommendations/draft report and conceptual plans/final report.
9. Proposed fixed fee for basic services, including the proposed hours for each team member per task and the total number of hours for each team member and the entire team for the project.
10. Not-to-exceed amount for reimbursable expenses associated with fee above. Identify what type of expenses will be charged. Expenses, if applicable, shall be billed without markup. Please review section 7.2 Reimbursable Expenses in the attached "Form of Agreement 1-S" to determine if the compensation for Reimbursable Expenses will be included with Basic Services.
11. Professional's billable hourly rates
12. Errors, and omissions insurance coverage

**The proposal shall be no more than twenty-five (25) pages with a minimum of 11-point font.** Proposal information on both sides of a page will count as two pages. A cover page, the cover letter, and report tabs or dividers do not count towards this page limitation. Please put the Penn State Project Numbers on the cover page of your proposal and **do not include any terms and conditions.**

### **RFP RESPONSE CONDITIONS**

RFP for Professional Services  
Commuter Parking Lots Improvements for Special Events – Feasibility Study  
April 11, 2023

Penn State does not obligate itself to make the selection for these Professional services based on lowest cost and reserves the right to reject all responses and to select more than one firm to provide the requested services. If more than one firm is selected for the requested services, there will be only one firm selected per project. Penn State further reserves the right to waive any informality in any or all responses, and to reject or accept any response or portion thereof. Our intent is to identify the firm(s) that provide the best fit with our perceived need. The firm(s) will balance quality, cost, and service.

Penn State will issue a Form of Agreement 1-S for the professional is selected to provide the above services. In submitting a proposal for this project, the Professional is acknowledging that they concur with, without exception, the terms, conditions, and provisions as contained in the University's most current version of Form of Agreement 1-S. The most current version of this agreement is attached for your reference.

Questions regarding the RFP are due by no later than **noon on May 1, 2023**. If it becomes necessary to revise any part of this RFP an amendment will be issued to all firms who acknowledged receipt of the RFP.

Please submit the proposal electronically in PDF format via email to [khc3@psu.edu](mailto:khc3@psu.edu) no later than **noon on May 8, 2023**.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kurt Coduti", with a stylized flourish at the end.

Kurt H. Coduti, P.E.  
Project Manager,  
Design and Construction Services  
The Pennsylvania State University  
101D Physical Plant Building  
University Park, PA 16802  
(814) 863-4960

Enclosure

Cc: L. Berkey, R. DeMayo, R. Ward, R. Connaghan

**FORM OF AGREEMENT 1-S**

THE PENNSYLVANIA STATE UNIVERSITY

OWNER AND PROFESSIONAL

CONTRACT

THIS AGREEMENT, with effective date being the date of the last signature, below, is made by and between THE PENNSYLVANIA STATE UNIVERSITY, a state-related institution and instrumentality of the Commonwealth of Pennsylvania subject to Pennsylvania nonprofit corporation laws, having its principal offices at University Park, Centre County, hereinafter called the "Owner," and

«ProcessFields\_CompanyNameCarat»  
«Company\_Address»  
«Company\_City», «Company\_State» «Company\_Zip»

hereinafter called the Professional and THE PENNSYLVANIA STATE UNIVERSITY, a state-related institution and instrumentality of the Commonwealth of Pennsylvania subject to Pennsylvania nonprofit corporation laws, hereinafter called the Owner for the following project:

**Project Number:** «ProjectCustom\_ProjectNumber»  
**Project Name:** «Project\_Name»  
**Campus Location:** «ProjectCustom\_Campus»  
**Building Name/Number:** «ProjectCustom\_Building»  
**Description:** «ProcessFields\_ScopeofWork»

In consideration of the promises set forth herein, and with intent to be legally bound, the parties agree as follows:

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**Article 1: PROFESSIONAL'S RESPONSIBILITIES**

The Professional's services consist of those services performed by the Professional, Professional's employees, and Professional's consultants included in Article 9.

The Professional's services shall be expeditiously performed as mutually agreed to between the Professional and the Owner, consistent with professional skill, care, and the orderly progress of the work.

During the performance of this Agreement, the Professional shall not discriminate against any employee, applicant for employment, any independent Contractor or any other person because of race, color, religious creed, ancestry, national origin, service in the uniformed services (as defined in state and federal law), veteran status, age, sex, sexual orientation, marital or family status, pregnancy, pregnancy-related conditions, physical or mental disability, gender, perceived gender, gender identity, genetic information or political ideas, or any other basis prohibited by law.

By executing this Agreement, the Professional represents to the Owner that the Professional is professionally qualified to act as the Professional for the Project and is licensed to practice by all public entities having jurisdiction over the Professional and the Project. The Professional further represents to the Owner that the Professional will maintain all necessary licenses, permits, or other authorizations necessary to act as Professional for the Project until the Professional's remaining duties hereunder have been satisfied. The Professional assumes full responsibility to the Owner for the negligent acts and omissions of the Professional's consultants or others employed or retained by the Professional in connection with the Project.

Execution of this Agreement by the Professional constitutes a representation that the Professional has become familiar with the Project site and the local conditions under which the Project is to be implemented.

1.1 **Basic Services:** The Professional's Basic Services consist of those included in Article 9.

1.2 **Electronic Project Management System (PMIS)**

The Owner has implemented an electronic PMIS, "e-Builder", an internet-based information and project communication system that will allow the entire project team to collaborate in a centralized and secured repository for all projects.

The Professional shall utilize the PMIS during all phases of the project, unless directed otherwise by the Owner. All project specific correspondence, workflow processes, and documentation will be stored and routed within the PMIS. The Professional and the Owner shall agree on file name convention of submissions in advance.

The Professional, or those direct-employee(s) responsible, on each project will be expected to participate in the necessary training to use the PMIS effectively. Periodic training sessions on the PMIS will be provided by the Owner. Registration will be through Penn State's Learning Resource Network (LRN). It is the responsibility of the Professional to coordinate with the Owner regarding the training schedule and to register via the LRN. All costs for personnel time, travel, meals, and lodging to attend the training shall be borne by the Professional and, as such, will not be reimbursed by the Owner.

The Professional shall obtain, at their own cost, the necessary equipment and web connections to access and utilize the PMIS. The Professional will not incur any registration fees or licensing costs to utilize the PMIS.

The Owner will not entertain or acknowledge any amendment requests by the Professional for claimed inefficiencies or other costs related to the implementation and subsequent use of the PMIS.

## **Article 2: OWNER'S RESPONSIBILITIES**

2.1 **Basic Information**

The Owner shall provide the Professional all information available at the time regarding requirements for the Project.

If the information furnished is not sufficient for the initiation of design solutions, the Professional shall notify the Owner immediately.

## 2.2 **Surveys**

The Owner shall furnish to the Professional all available surveys describing as applicable, grades and lines of streets, alleys, and pavements; the location of all rights-of-way restrictions, easements, encroachments, zoning classification, boundaries, and contours of the site; location, dimensions, and other necessary data pertaining to any existing buildings, other improvements, and trees; and information concerning existing utilities throughout the site. This information is issued for informational purposes only.

## 2.3 **Owner Response**

The Owner shall act with reasonable promptness on all submissions from the Professional that require action by the Owner in order to avoid unreasonable delay in the progression of the project.

# **Article 3: TERMINATION, ABANDONMENT, SUSPENSION, REACTIVATION**

## 3.1 **Termination By Owner**

The Owner shall have the right at any time for any reason, to terminate this Agreement upon not less than seven (7) days' written notice to the Professional. The Professional shall comply with all reasonable instructions of the Owner then or subsequently given, relating to such termination, including but not limited to instructions concerning delivery of drawings, sketches, and other architectural/ engineering data to the Owner; discontinuance of the work on outstanding contracts; and furnishing to the Owner information concerning all action to be taken respecting outstanding agreements with consultants, contracts, awards, orders, or other matters.

Copies of Construction Documents and any other materials in existence as of the date of termination will be furnished to the Owner as requested.

## 3.2 **Compensation In The Event Of Termination**

In the event of termination, the Professional shall be compensated for its services to the termination date based upon services performed on any phase to the termination date in accordance with the Compensation and Payment schedule contained herein. Such compensation shall be the Professional's sole and exclusive remedy for termination.

## 3.3 **Suspension Of Work**

The Owner may, at any time, direct the Professional to suspend all work on the Project, or on any part thereof, pending receipt of further notice from the Owner. In all such cases, the Owner and the Professional shall agree upon an appropriate phasing out of the work in such a manner that the work may be resumed with a minimum of added cost to the Owner, but in no event shall the work be continued beyond the completion of the design Phase in which it then is. The Professional shall be compensated as if the Agreement had been terminated as at the completion of the agreed design Phase.



### 3.4 **Reactivation Compensation**

Where a Project has been suspended or terminated for a longer time than six (6) months and is subsequently reactivated using the same Professional, the Owner and the Professional shall agree, prior to the beginning of the reactivation work, upon a lump sum, or other basis, of reimbursement to the Professional for its extra start-up costs occasioned as a result of the work's having been suspended or terminated.

## **Article 4: MISCELLANEOUS PROVISIONS**

### 4.1 **Applicable Law**

The interpretation and construction of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. In the event litigation arises out of this Agreement, the parties agree to submit any claim to the competent courts of Centre County, Pennsylvania.

### 4.2 **Successors And Assigns**

This Agreement shall be binding on the successors and assigns of the parties hereto.

### 4.3 **Assignment**

Neither the Owner nor the Professional shall assign, sublet, or in any manner transfer any right, duty, or obligation under this Agreement without prior written consent of the other party.

### 4.4 **Extent Of Agreement**

This Agreement represents the entire and integrated agreement between the Owner and the Professional and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Professional.

### 4.5 **Third Party**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or the Professional.

### 4.6 **Promotional Material**

With prior consent of the Owner, the Professional shall have the right to include design representation of the Project among the Professional's promotional and professional materials. The Professional shall not issue or disclose any information relating to the Project without prior consent of the Owner.

### 4.7 **Ownership And Use Of Documents**

All preliminary studies, Construction Documents, special requirements, cost estimates, and all other data compiled by the Professional under this Agreement, shall become the property of the Owner, and may be used for any purpose desired by the Owner. The Professional shall not be liable for any reuse of these documents by the Owner.

#### 4.8 **Amendments**

If any amendment to this Agreement includes additional Design Services, such additional Design Services shall be in accordance with The Pennsylvania State University Design and Construction Standards that are current as of the date of execution of the Amendment, unless otherwise agreed to by the Owner in writing. The Pennsylvania State University Design and Construction Standards can be found within the Office of Physical Plant web page ([www.opp.psu.edu](http://www.opp.psu.edu)).

#### 4.9 **Social Responsibility**

Fulfilling the mission of The Pennsylvania State University for those we serve requires the highest standards of integrity, responsibility, and respect. We encourage the Professional to aspire to those same standards, particularly when on campus or engaging with members of the University community. The University has adopted the Global Sullivan Principles of Social Responsibility. We also encourage the Professional to adopt and follow these principles.

#### 4.10 **Conflict Of Interest**

The Professional warrants that to the best of the Professional's knowledge there exists no actual or potential conflict between the Professional's family, business or financial interest or its services under this Agreement, and in the event of change in either its private interests or services under the Agreement. The Professional will raise with PSU any question regarding possible conflict of interest which may arise as a result of such change.

#### 4.11 **Proprietary Items**

The Professional's inclusion of proprietary specifications, other than those identified in Penn State's Design and Construction Standards, in any contract documents that are produced shall only be done so with approval of the Owner.

#### 4.12 **Columbia Gas High Pressure Gas Line (HPGL), University Park Campus Only**

4.12.1 The Professional shall be aware of the HPGL at the University Park Campus. The route of the HPGL is depicted on the Columbia Gas Line Routing Map, accessible at URL <http://opp.psu.edu/sub-division/construction-services>. The Professional shall advise Penn State immediately if the URL is not working.

4.12.2 The Professional is responsible to appropriately consider the HPGL in all designs and documentation prepared by the Professional or under the direction of the Professional.

4.12.3 Projects involving any temporary or permanent work within 300 feet of the HPGL shall be coordinated per the requirements and notes included on the map drawing referenced in 4.12.1.

## **Article 5: INDEMNIFICATION**

### **5.1 Indemnity**

To the fullest extent permitted by law, the Professional shall indemnify and hold harmless the Owner, Owner's officers, directors, members, consultants, agents, trustees and employees (the Indemnitees) from all claims for bodily injury, sickness, or death and property damage (other than to the Work itself), including reasonable attorneys' fees, costs and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent acts or omissions or failure to conform to the provisions of the Scope of Work defined in the Request for Proposal and of this Agreement, Subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Professional shall not be required to indemnify or hold harmless the Indemnitees for any negligent acts or omissions of the Indemnitees.

To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Professional, its officers, directors or members, Subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury, sickness or death and property damage (other than to the Work itself), including reasonable attorneys' fees, costs and expenses, that may arise from the performance of work by the Owner or Others, but only to the extent caused by the negligent acts or omissions of the Owner or Others.

### **5.2 No Limitation On Liability**

In any and all claims against the Indemnitees by any employee of the Professional, anyone directly or indirectly employed by the Professional or anyone for whose acts the Professional may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Professional under workers' compensation acts, disability benefit acts or other employee benefit acts.

### **5.3 Royalties, Patents And Copyrights**

The Professional shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Professional and incorporated in the Work. The Professional shall defend, indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to defend, indemnify and hold the Professional harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods or systems specified by the Owner.

## **Article 6: INSURANCE**

### **6.1 Insurance**

Before commencing the Work and as a condition precedent to payment, the Professional shall procure and maintain the following insurance, in amounts not less than that specified for each type:

6.1.1 **Worker's Compensation** for statutory obligations imposed by workers' compensation and occupational disease laws. Employers' Liability insurance shall be provided with limits not less than:

- a) \$500,000 bodily injury by accident per accident
- b) \$500,000 bodily injury by disease policy limit
- c) \$500,000 bodily injury by disease per employee

6.1.2 **Business Automobile Liability** (bodily injury liability and property damage liability) for all owned, leased, hired, non-owned vehicles with limits not less than \$1,000,000 Combined Single Limit.

6.1.3 **Commercial General Liability** including coverage for bodily injury, property damage, and personal and advertising injury, for premises and operations, products and completed operations, and contractual liability arising from all operations, written on an occurrence basis with limits not less than:

**FOR PROJECTS UNDER \$1,000,000**

- a) Per occurrence: \$1,000,000
- b) General aggregate: \$2,000,000
- c) Products/completed operations aggregate: \$2,000,000
- d) Personal and advertising injury limit: \$1,000,000
- e) Medical Expense Limit: \$10,000

The Professional shall maintain completed operations liability insurance for not less than one year after Substantial Completion, or as required by the Contract Documents, whichever is longer.

**FOR PROJECTS \$1,000,000 AND OVER**

- a) Per occurrence: \$5,000,000
- b) General aggregate: \$5,000,000
- c) Products/completed operations aggregate: \$5,000,000
- d) Personal and advertising injury limit: \$5,000,000
- e) Medical Expense Limit: \$10,000

The Professional shall maintain completed operations liability insurance for not less than two years after Substantial Completion, or as required by the Contract Documents, whichever is longer.

6.1.4 **Professional Liability Insurance:** Where professional services are being provided by licensed and non-licensed professionals, the Professional shall secure and maintain, for itself or, professional liability insurance for claims arising from the negligent performance of professional services under this Agreement (including, but not limited to, acts, errors, or omissions of the company and its employees), which shall be written for not less than One Million dollars (\$1,000,000) or the total of the Design Fee portion of the Contract, whichever is greater, per claim and in the aggregate. The Professional Liability insurance shall include prior acts coverage sufficient to cover all services rendered by the Professional. This coverage shall be continued in effect for 3 year(s) after the Date of Substantial Completion.

6.1.5 **Pollution Liability Insurance:** If the nature of the Work involves professional services, evaluating, testing, remediation, abatement, removal, storage, and transportation of hazardous materials or substances or pollutants, the Professional and those Subconsultants involved in such work shall obtain Pollution Liability insurance applicable to their work, for bodily injury and property damage with limits not less than:

**FOR PROJECTS UNDER \$1,000,00**

- a) Per occurrence or claim: \$1,000,000
- b) Aggregate: \$1,000,000

**FOR PROJECTS \$1,000,000 AND OVER**

- a) Per occurrence or claim: \$5,000,000
- b) Aggregate: \$5,000,000

The Pollution Liability insurance must include coverage for completed operations extending three (3) years after final acceptance of the project by the owner or such longer period as the contract documents may require. The definition of property damage shall include clean-up costs. If the insurance is written on a claims-made basis, the policy retroactive date shall be prior to the start of the contractor's/supplier's/vendor's work, and the renewal policies shall maintain the same retroactive date.

- 6.1.6 The insurance limits required for the Employers' Liability, Business Automobile Liability and CGL coverage required under subsection 5.1 may be provided by a combination of primary and Excess or Umbrella Liability policies.
- 6.1.7 The Owner must be named on the Professional's Commercial General Liability insurance as an additional insured.
- 6.1.8 The Professional shall maintain in effect all insurance coverage required under subsection 5 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located.
- 6.1.9 If the Professional fails to obtain or maintain any insurance coverage required under this Agreement, the Owner may purchase such coverage and charge the expense to the Professional, or terminate this Agreement.
- 6.1.10 Insurance policies required under subsection 5.1 shall contain a provision that the insurance company or its designee must give the Owner written notice transmitted in paper or electronic format: (a) 30 days before coverage is non-renewed by the insurance company and (b) within 10 business days after cancelation of coverage by the insurance company.
- 6.1.11 Prior to commencing the Work and upon renewal or replacement of the insurance policies, the Professional shall furnish the Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under subsection 5.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, the Professional shall give Owner prompt written notice upon actual or constructive knowledge of such condition.
- 6.1.12 The Professional's insurance shall be primary and non-contributory to the University's insurance.

- 6.1.13 Failure of the Professional to procure, carry, and maintain the required insurance shall not relieve the Professional, and any Subcontractor thereof, of any obligation or liability assumed under this Agreement, nor of any obligation or liability imposed by law.
- 6.1.14 Any self-insured retentions, deductibles, and exclusions in coverage in the insurance required shall be assumed by and at the sole risk of the Professional.

## 6.2 **Property Insurance**

6.2.1 **Builder's Risk Insurance Policy:** Before commencing the Work, the Owner shall obtain and maintain a Builder's Risk Insurance Policy upon the entire Project for the full cost of replacement at the time of loss. In addition to the Owner, this insurance shall also name the Professional, Subcontractors, Subsubcontractors, and Material Suppliers as named insureds. This insurance shall be written as a Builder's Risk Policy or equivalent form to cover risks of physical loss except those specifically excluded by the insurance policy, and shall insure (a) at least against the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Professional) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse however caused, and (b) damage resulting from defective design, workmanship or material and material or equipment stored offsite, onsite or in transit. This insurance policy shall provide for a waiver of subrogation in favor of the named insureds. This insurance shall remain in effect until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until the Owner has secured the consent of the insurance company or companies providing the insurance coverage required in this subsection. Before commencing the Work, upon request, the Owner shall provide evidence of the property and Builder's Risk insurance.

6.2.1.1 The Builder's Risk Insurance Policy has a deductible. If the Professional suffers a Builder's Risk loss covered by this insurance, the Professional shall be responsible for the first \$25,000 of such deductible. If the Owner or insurer increases the required minimum deductibles above the amounts so identified or if the Owner elects to purchase this insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles. The Professional's payment towards the deductible of a loss covered by this insurance will not exceed \$25,000 per occurrence.

6.2.2 If the Owner does not intend to purchase the property insurance required by this Agreement, including all of the coverages and deductibles described herein, the Owner shall give written notice to the Professional before the Work is commenced. The Professional may then provide insurance to protect its interests and the interests of the Subcontractors and Subsubcontractors, including the coverage of deductibles. The cost of this insurance shall be charged to the Owner in a Change Order. The Owner shall be responsible for all of the Professional's costs reasonably attributed to the Owner's failure or neglect in purchasing or maintaining the coverage described above.

- 6.2.2.1 If the Owner does not obtain insurance to cover the risk of physical loss resulting from Terrorism, the Owner shall give written notice to the Professional before the Work commences. The Professional may then provide insurance to protect its interests and the interests of the Subcontractors and Subsubcontractors against such risk of loss, including the coverage of deductibles. The cost of this insurance shall be charged to the Owner in a Change Order.
- 6.2.3 Owner and Professional waive all rights against each other and their respective employees, agents, contractors, subcontractors and subsubcontractors, for damages caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance and such rights as the Professional may have for the failure of the Owner to obtain and maintain property insurance in compliance with subsection 5.2.1.
- 6.2.3.1 **Risk of Loss:** Except to the extent a loss is covered by applicable insurance, risk of loss or damage to the Work shall be upon the Professional until the Date of Substantial Completion, unless otherwise agreed to by the Parties.
- 6.3 **Owner's Insurance**
- 6.3.1 **Business Income Insurance:** The Owner may procure and maintain insurance against loss of use of the Owner's property caused by fire or other casualty loss.
- 6.3.2 **Owner's Liability Insurance:** The Owner shall maintain its own liability insurance for protection against claims arising out of the performance of this Agreement, including loss of use and claims, losses and expenses arising out of the Owner's acts or omissions.

## **Article 7: PROFESSIONAL'S EXPENSES**

### **7.1 Direct Personnel Expense**

- 7.1.1 Direct personnel expense is defined as the direct salaries of the principals, associates, and employees of the firm who are assigned to and are productively engaged on the Project, including clerical employees. Direct personnel expense per hour for the Professional's employees shall include mandatory and customary burden such as employment taxes, statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.
- 7.1.2 **Billable Rate Schedule:** The Professional's proposal shall include a complete Billable Rate Schedule. A billable rate is defined as the full value of a labor-hour including all Direct Personnel Expense, overhead, burden, and profit.

### **7.2 Reimbursable Expenses**

- 7.2.1 Reimbursable expenses are in addition to compensation for Basic and Additional Services and include those expenses for which the Professional shall be reimbursed at a not-to-exceed amount for their direct Project related out-of-pocket costs. No mark-up shall be permitted on reimbursable expenses by the Professional or their subconsultants. Owner reserves the right to request a complete copy or explanation of any itinerary or receipt for auditing purposes.

- 7.2.1.1 Under \$150,000: For agreements where the Professional's fee is less than \$150,000, reimbursable costs shall be included within and shall be part of the Professional's Basic Services Fee. The reimbursable cost shall be identified during fee negotiations to ensure that it is consistent with the schedule and contract terms (i.e. number of phases, number of meetings, site visits, etc.) and compliant with General Service Administration (GSA) Rates allowed. No additional documentation or receipts shall be required, unless requested by the Owner.
- 7.2.1.2 \$150,000 and Greater: For agreements where the Professional's fee is more than \$150,000, reimbursable costs are not to be included within the Professional's Basic Services Fee; but rather, shall be submitted for reimbursement in addition to compensation for Basic Services, with the appropriate supporting documentation, as described in Article 9.
- 7.2.2 In all cases, reimbursable expenses are limited to individuals under the direct employ of the Professional or their subconsultants and actively working on the Project.
- 7.2.3 Where requested and authorized by the Owner, the following shall be reimbursable. Vehicles and services shall be selected to minimize cost to Owner:
- 7.2.3.1 Commercial travel (e.g., air, rail) will be reimbursed on an actual expense basis. Provide copy of actual receipts, including any priced itineraries. Tickets shall be purchased at the lowest available commercial economy fare that meets the business purpose of the trip. Change fees are only reimbursable for an Owner requested business change. Baggage fee reimbursement is limited to one checked bag per person. Private air travel is not reimbursable unless it can be demonstrated to be less expensive than public coach/economy class type commercial air travel. Ground transportation (i.e. Taxi, Ride-share, Rental Vehicles, and Car-share Vehicles) used in conjunction with Air or Rail travel, shall be reimbursed on an actual expense basis. Provide copy of receipts.
- 7.2.3.2 Ground transportation (e.g., personal or company vehicle, car-share, and rental vehicle) will be reimbursed on a per mile basis at the current GSA Mileage Reimbursement Rate for privately owned automobiles. Provide a summary that includes staff name, date(s), and purpose of travel for each instance. Do not submit actual receipts. Parking, tolls, and other vehicle travel related expenses are not reimbursable. The reimbursement may not exceed the cost of the lowest available air transport for the same points of origin and destination.
- 7.2.3.3 Lodging will be reimbursed on a per stay basis at the current GSA Lodging Rate for the location of each stay. Provide a summary that includes staff name, date(s), and purpose of travel for each instance. Do not submit actual receipts. Reimbursement for Lodging in excess of the GSA Lodging rate, must have prior, written authorization from the Owner, and will require a receipt.
- 7.2.3.4 Meals and incidentals will be reimbursed on a per day basis at the current GSA Meals & Incidentals (M&IE) rate for the location being traveled to. Subtract for meals provided by Owner or others. Provide a summary that includes staff name, date(s), and purpose of travel for each instance. Do not submit actual receipts. First and last days of travel shall be prorated in accordance with GSA guidelines.
- 7.2.3.5 Exceptions: Any other Project specific expenses and/or proposed or requested exceptions to Article 7 must have prior, written authorization from the Owner, and will require copies of actual receipts.



### 7.3 **Cost for Consultants**

Cost for consultants shall be included as part of the Professional's Basic Fee for Service. For consultant services procured after award, the Professional shall be reimbursed on a multiple of up to one and one-tenth (1.1) times the amounts billed to the Professional. No mark-up shall be permitted on reimbursable expenses of the consultant, regardless of when procured.

## **Article 8: COMPENSATION AND PAYMENT**

### 8.1 **Basic Services Compensation And Payment**

8.1.1 The Owner agrees to pay the Professional as compensation for those Basic Services described in Article 9 an amount not to exceed «ProcessFields BasicServicesFee» Dollars («ProcessFields BasicServicesFee»)

8.1.2 Payment for Basic Services will be made monthly by the Owner in proportion to the service actually performed.

### 8.2 **Reimbursable Expenses**

The Owner agrees to pay the Professional as compensation for his Reimbursable Expenses, as defined in Paragraph 7.2, an amount not to exceed «ProcessFields 1SReimbursableExpensesNotT» Dollars («ProcessFields 1SReimbursableExpensesNotT»)

### 8.3 **Additional Provisions**

8.3.1 Payments are due and payable forty-five (45) days from the date of approval by the Owner of the Professional's invoice.

8.3.2 Submission of the Professional's invoice for final payment and reimbursement shall further constitute the Professional's representation to the Owner that, upon receipt from the Owner of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project will be paid in full.

### 8.4 **Owner's Right To Withhold Payment**

8.4.1 In the event that the Owner becomes credibly informed that any representation of the Professional provided pursuant to Article 6 is wholly or partially inaccurate, the Owner may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the Owner's reasonable satisfaction.

## **8.5 Professional's Records**

- 8.5.1 Documentation accurately reflecting the time expended by the Professional and its personnel and records of Reimbursable Expenses shall be maintained by the Professional and shall be available to the Owner for review and copying upon request.

## **Article 9: BASIC SERVICES**

The Basic Services shall be those contained in the attached letter of proposal from the Professional dated «ProcessFields\_ProposalDate». Professional's proposal, or some portion thereof, is attached hereto for the sole purpose of describing the scope of work that is to be completed pursuant to this Agreement. The parties agree that any additional terms or conditions that may appear within the attached proposal, or portion thereof, shall not bind the parties, shall not become a part of this Agreement, and shall not be incorporated within this Agreement.

## **Article 10: UNIVERSITY POLICIES**

### **10.1 HR99 - Background Check Process**

The Professional confirms that all employees (including the employees of any subconsultants/subcontractors) assigned to this project, and who conducted their work on Penn State premises, have had background checks that meet or exceed the University's standards for the type of work being performed. All background checks should be in accordance with the background check process for third-party employees outlined in Penn State Policy HR99 Background Check Process, <http://guru.psu.edu/policies/OHR/hr99.html>

### **10.2 AD85 and AD91 - Sexual and/or Gender-Based Harassment and Misconduct**

The University is committed to equal access to programs, facilities, admission and employment for all persons, in an environment free of harassment and free of discrimination. Conduct constituting harassment or discrimination in the University environment, as prohibited in University Policy AD85 and AD91, is subject to corrective action.

### **10.3 AD32 Smoking and Tobacco Policy**

Smoking and the use of tobacco are prohibited in and on all University owned or leased properties, facilities, and vehicles, per University Policy AD32.

### **10.4 SY45 Use of Unmanned Aircraft ("UA")**

If the Work involves the use of UA (Drones), and if UA use is approved by the Penn State Project Manager assigned to the job in question, the Professional and those Subconsultants involved in UA use must follow all applicable federal regulations and the requirements of Penn State policy SY45 (<https://policy.psu.edu/policies/sy45>), which defines the requirements for use of UA on property owned or controlled by Penn State. In addition, a request to operate UA must be submitted to Penn State's UA Operations Manager, as specified at: <https://www.research.psu.edu/UasOperations>. UA flight operations may not proceed until approval is granted by the UA Operations Manager.

THIS AGREEMENT entered into as of the day and year of the last signature below.

«PROCESSFIELDS\_COMPANYNAMENOCARAT»

PROFESSIONAL

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
(print name of person signing above)

Title: \_\_\_\_\_  
(print title of person signing above)

\_\_\_\_\_  
Date

**THE PENNSYLVANIA STATE UNIVERSITY**  
OWNER

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
(print name of person signing above)

Title: \_\_\_\_\_  
(print title of person signing above)

\_\_\_\_\_  
Date

Attachments