

**STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS**

**CONSTRUCTION ADMINISTRATOR'S CONTRACT FOR DESIGN PHASE
AND CONSTRUCTION PHASE SERVICES**

This contract is entered into this 21st day of July, 2010, by and between the State of Connecticut, hereinafter called the "State," acting herein by its Commissioner of the Department of Public Works (DPW), under the provisions of Sections 4-8 and 4b-1 of the Connecticut General Statutes, as revised, and

**Turner Construction Company
440 Wheelers Farm Road, Suite 301
Milford, CT 06461**

hereinafter called the "Construction Administrator " or "CA", for certain services herein designated in connection with a project, hereinafter referred to as the "Project," entitled:

**Quinebaug Valley Middle College High School (new)
Quinebaug Valley Community College
742 Upper Maple Street
Danielson, CT**

Project Number: **BI-CTC-439**
Contract Number: **BI-CTC-439-CA**

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

I. GENERAL

- A. The CA accepts the relationship of trust and confidence established with the State by this contract, and agrees to cooperate with the architect, hereinafter referred to as the Architect, for the Project in furthering the interests of the State. The State shall endeavor to promote harmony and cooperation among the State, Architect, CA, and other persons or entities employed by the State.
- B. The CA agrees to furnish certain services as set forth in "Exhibit A" and "Exhibit C", which exhibits are attached hereto and made a part hereof. Said services shall be furnished within such time as determined by the Commissioner of DPW, hereinafter referred to as the Commissioner.
- C. The CA agrees to become familiar with and follow the DPW written procedures as defined in the "DEPARTMENT OF PUBLIC WORKS CONSULTANTS PROCEDURE MANUAL, as amended and/or supplemented up to the date of this contract.
- D. The CA shall work under the direction of the DPW Project Manager in consulting with the State Fire Marshal, the State Building Inspector, the Department of Environmental Protection, and other State and Federal agencies having jurisdiction over the Project to ascertain requirements of the Project and to become familiar with said agencies' concerns, requirements, and procedures.
- E. The recommendations and advice of the CA concerning design alternatives shall be subject to the review and approval of the State and the State's professional consultants. It is not the CA's responsibility to ascertain that the drawings and specifications for the Project are in accordance with applicable laws, statutes, ordinances, building codes, rules, and regulations. However, if the

CA recognizes that portions of the drawings and specifications are at variance therewith, the CA shall promptly notify the Architect and State in writing.

F. Indemnification.

The CA, at its expense, shall indemnify and hold harmless the State of Connecticut, its officers, agents, and employees from and against all claims, causes of action, legal proceedings, suits, losses, damages, and expenses initiated, suffered, or claimed to have been suffered by third parties not involved by contract in the Project, but only to the extent that they arise out of, or result from, noncompliance with applicable statutes, codes and regulations, or the negligence, errors, or omissions of the CA in the performance of this contract; provided, however, that the CA shall not be liable by reason of indemnification for any loss caused by the fault or negligence of the DPW or others who are not the responsibility of the CA.

II. PAYMENT OF CONSTRUCTION ADMINISTRATOR'S FEE

- A. The State agrees to pay the CA for the services herein described the fee set forth in "Exhibit B," which is attached hereto and made a part hereof. It is understood that no changes or adjustments shall be made in said fee unless the scope of the work performed or to be performed by the CA has substantially changed as determined by the Commissioner.
- B. Said fee shall include, but such inclusions shall not be limited to, all costs-of-living increases, transportation, and communication, whether within or without the State of Connecticut, connected with the discharge of the CA's duties under this contract unless specifically noted by the Commissioner as a reimbursable expense.
- C. No payments shall be made until any services furnished have been properly performed and the materials submitted have been reviewed and approved by the State.
- D. It is understood that the CA's total fee as hereinbefore determined in this article shall be increased by any payments that the State shall be obligated to make pursuant to the provisions of Article III. It is also understood that a reasonable adjustment in said total fee shall be made by the Commissioner in the event of suspension or termination, as provided in Articles VIII and IX.

III. SPECIAL SERVICES

- A. At the option of the State, the CA may be required to contract for special services.

B. SPECIAL CONSULTANTS

- 1. Should it be necessary for the CA to engage the services of a licensed land surveyor, geotechnical engineer, test boring firm, or other special consultants for the purposes of this contract, the State shall reimburse the CA for the cost of such services and in addition shall also pay the CA five percent (5%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.
- 2. The CA shall define and prepare the scope of additional special services for the State's prior review and approval.
- 3. The CA shall arrange to have at least three (3) qualified consulting firms submit written proposals for the work directly to the State in sealed envelopes.
- 4. The State reserves the right to waive any or all of these requirements, as set forth in subsection B of Article III.

IV. INSURANCE

The CA for the duration of this contract, including any extension of the original contract term, must carry insurance to protect the interests of the State. The CA must obtain statutory workers' compensation and employers' liability insurance, comprehensive automobile liability insurance, and commercial general liability insurance to not less than the minimum limits as required in this article, all at no cost to the State.

A. Statutory Workers' Compensation and Employers' Liability:

- | | |
|-------------------------------|-------------------------|
| 1. Workers' Compensation: | Statutory limits |
| 2. Employers' Liability: | \$500,000 policy limit |
| a. Bodily injury by accident: | \$100,000 each accident |
| b. Bodily injury by illness: | \$100,000 each employee |

B. Commercial General Liability:

- | | |
|------------------------|------------------------------|
| Combined single limit: | \$1,000,000 each occurrence |
| | \$2,000,000 annual aggregate |

C. Comprehensive Automobile Liability

- | | |
|---|------------------------------|
| (to include owned, non-owned and hired vehicles): | \$1,000,000 each occurrence |
| Combined single limit: | \$1,000,000 annual aggregate |

- D. The CA shall 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 paid against its professional services liability insurance policy, the CA agrees to purchase additional insurance in order to maintain the minimum coverage of \$1,000,000.00. The insurance shall remain in effect during the entire duration of this contract, including such additional time period as may be necessary to complete specific projects, as hereinbefore set forth, and for eight years after substantial completion of the project. The policy shall provide that it shall indemnify and save harmless the State and its officers, agents, and employees from all claims, suits, actions, damages, and costs of every name and description resulting from negligence and errors and omissions in the work performed by the CA under the terms of this contract.

Each of the policies for such kinds of insurance mentioned above shall be issued by an insurance company or companies satisfactory to the DPW and shall contain a provision that coverages will not be changed, cancelled, or non-renewed until at least sixty (60) calendar days' prior written notice has been given to the DPW. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance. Such insurance policies shall name the State as an additional insured, except the State shall not be named as an additional insured with respect to the coverage for the statutory workers' compensation, automobile liability, and employers' liability insurance and to the coverage for professional liability insurance. Certificates of insurance showing such coverages as required in this article shall be filed with the DPW prior to the time this contract is executed on behalf of the State.

V. CONFIDENTIALITY OF DOCUMENTS

- A. The CA agrees on behalf of the CA and the CA's principals, employees, agents, heirs, successors and assigns that they shall only utilize drawings, specifications, maps, reports, records or other

documents to the extent necessary for the performance of the CA's work and duties under this contract. This limitation on use applies to those items produced by the CA, as well as to those items received by the CA from the Department of Public Works or others in connection with the CA's work and duties under this contract.

- B. The CA 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. No other disclosure shall be permitted without the prior written consent of the Department of Public Works.
- C. The CA further agrees that the following provision will be included in its contracts with sub-consultants:

Any and all drawings, specifications, maps, reports, records or other documents associated with the contract work shall 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. No other disclosure shall be permitted without the prior written consent of the Department of Public Works. When any such drawings, specifications, maps, reports, records or other documents are no longer needed, they shall be destroyed.

VI. NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS, NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION, EXECUTIVE ORDERS, SEXUAL HARASSMENT POLICY, SUMMARY OF STATE ETHICS LAWS AND CAMPAIGN FINANCE LAWS

For the purposes of this article, the word "contractor" is substituted for and has the same meaning and effect as if it read "Construction Administrator."

- A. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Construction Administrator.

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

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a

notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

- (b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement

or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

- (h) The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

B. Executive Orders. 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 Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. 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.

- 1. The contractor agrees to abide by such Executive Orders.

2. The State Contracting Standards Board may review this contract and recommend termination of the contract for a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes, or wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
 3. This contract may be cancelled, terminated or suspended by DPW or the State Labor Commissioner for violation of or noncompliance with Executive Orders No. Three or Seventeen or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not party to this contract. The State Labor Commissioner shall have continuing jurisdiction regarding contract performance concerning nondiscrimination and listing all employment openings with the Connecticut State Employment Service until the contract is completed or until the contract is terminated prior to completion.
 4. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the contractor will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.
 5. This contract may be cancelled, terminated, or suspended by DPW or the State for violation of or noncompliance with Executive Order Sixteen. In addition, the contractor agrees to include a copy of Executive Order Sixteen, and the requirement to comply with said order, in all contracts with its contractors, subcontractors, consultants, subconsultants and vendors.
- C. This contract is subject to the provisions of the Department of Public Works Sexual Harassment Policy ("Policy") and, as such, the contract may be cancelled, terminated, or suspended by the State in the event that the contractor, its employees, contractors, subcontractors, consultants, subconsultants, or vendors engage in behavior prohibited by the provisions of the Policy (a copy of the Policy is attached hereto as Exhibit D). The contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, subconsultants, and vendors.
- D. The Summary of State Ethics Laws posted on the DPW home page (<http://www.ct.gov/dpw/site/default.asp>), and as may be revised from time to time, is incorporated herein by reference as if fully set forth herein. This Summary may be found by clicking on "Ethics Affidavits & Legal Forms."

E. CAMPAIGN CONTRIBUTION RESTRICTION PROVISION

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment {SEEC Form 11}.

VII. LARGE STATE GOVERNMENT CONTRACTS

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

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

- B. Each contract between a state or quasi-public agency and a large state contractor shall provide that, if an officer, employee, or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of Section 4-61dd of the Connecticut General Statutes, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.
- C. Each large state contractor shall post a notice of the provisions of Section 4-61dd relating to large state contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

VIII. SUSPENSION OF THE WORK

- A. The State, at any time, may suspend all or any part of the services of the CA. In such event, the CA shall be given three (3) days' notice of such suspension in writing by registered or certified mail to the CA's address as given for correspondence purposes. The mailing of such notice shall preclude any claim on the part of the CA as to failure to receive notice of such suspension.
- B. In the event of suspension by the State as noted above, the CA shall be entitled to such compensation as the Commissioner shall deem reasonable.
- C. Should the State 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 CA pursuant to this contract shall be applied as payment on the fees for the work as set forth in this contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year, the CA and the State may renegotiate the fees for the work based on current conditions or either may unilaterally elect to terminate the remaining work.
- D. In the event the State decides to suspend any work under this contract, the State shall become entitled, after payment of outstanding fees, to all finished and unfinished documents, estimates, and schedules prepared pursuant to this contract.
- E. If the CA should be unwilling or unable to perform the services required by this contract at the time the State desires to reactivate the work after a period of suspension, then all finished or unfinished documents, estimates, and schedules prepared pursuant to this contract shall become the property of the State and the State shall have the right to immediate possession and use thereof.

IX. TERMINATION OF CONTRACT

- A. Notwithstanding any provisions or language in this contract to the contrary, the Commissioner may terminate the contract whenever he determines in his sole discretion that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the CA of a written notice of termination.
- B. The notice of termination shall be sent by registered or certified mail or by hand delivery to the CA's address as furnished to the State for purposes of correspondence. Upon receipt of such notice, the CA shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, correspondence, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated

by the CA in performing its duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State.

- C. If the termination is for the convenience of the State, the CA shall be entitled to receive reasonable compensation for services already satisfactorily performed and accepted, but no amount shall be allowed for anticipated profit on unperformed services. The Commissioner shall determine the amount of such compensation.
- D. If the termination is for reason of failure of the CA to fulfill its contract obligations, the State may take over the work and prosecute the same to completion by contract or otherwise. In such event, the CA shall be liable to the State for any additional costs occasioned to the State thereby.
- E. If after notice of termination for failure of the CA to fulfill its contract obligations it is determined that the CA had not so failed, the termination shall be deemed to have been effected for the convenience of the State. In such event, the CA shall be entitled to reasonable compensation as provided in Section C of this article.
- F. If the CA is a sole proprietor and the CA should become deceased this contract shall be considered terminated. In the event of such termination, the CA's estate shall be entitled to a reasonable payment for any uncompensated work performed to the date of death, and the State shall have title to, and shall have the right to immediate use and possession of, all finished and unfinished documents, estimates, and schedules prepared under this contract. The Commissioner shall determine the amount of such payment.

X. ENTIRE AGREEMENT

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

XI. ANNUAL CERTIFICATION

If the aggregate value of this contract is \$50,000.00 or more, including all amendments and/or commission letters, then the CA shall annually submit, on or within two (2) weeks of the anniversary date of the execution of this contract, a completed annual certification to Room 437, 165 Capitol Avenue, Hartford, CT 06106, to the attention of the Contracts Secretary. For the purposes of this article, the execution date of the contract shall be the date the Commissioner of DPW signs the contract.

XII. CONNECTICUT LAW

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

XIII. SOVEREIGN IMMUNITY

Nothing in this contract shall be construed as a waiver or limitation upon the State's sovereign immunity. To the extent this article is found to be inconsistent with any other part of this contract, this article shall control. This article of the contract shall survive the completion and/or termination of this contract.

XIV. APPROVAL OF STATE PROPERTIES REVIEW BOARD

As provided in Connecticut General Statutes Section 4b-23 (i), it is essential for the CA contracting with the DPW to understand that the approval of the State Properties Review Board must be granted before the CA's work can begin. By providing service without a properly executed contract, the CA accepts the risk that payment will not be made by the State of Connecticut.

XV. APPROVAL OF THE ATTORNEY GENERAL

This contract shall become effective when it is approved as to form by either the Attorney General of the State of Connecticut, the Deputy Attorney General of the State of Connecticut, or an Associate Attorney General of the State of Connecticut.

XVI. STATE'S RIGHTS OF INSPECTION, AUDIT AND COLLECTION; MAINTENANCE OF RECORDS

- (a) All services performed by and material supplied by the CA under this contract shall be subject to the inspection and approval of the State at all times, and CA shall furnish all information concerning such material and services as may be requested by the State.
- (b) The CA shall maintain, and shall require each of its subcontractors hereunder to maintain, accurate and complete records, books of account and other documents that delineate the nature and extent of the State's, CA's, and, in the case of each subcontract, the applicable subcontractor's, performance hereunder. The CA shall maintain all such documentation and any and all other of its records (whether stored in electronic or other form) that in any way pertain or relate to this contract and/or the actual or alleged performance and/or lack of performance by any party hereunder (individually and collectively, "Records") at the CA's address provided on the first page of this contract or such other location as is approved in writing in advance by the State.
- (c) The CA agrees to make all of its Records available for inspection and/or examination by the State's authorized representatives during reasonable hours. The State and its representatives also shall have the right, at reasonable hours, to inspect and examine all of the part(s) of the CA's and its subcontractors' plant(s) and/or place(s) of the businesses which, in any way, are related to, or involved in, the performance of this contract and/or any subcontract to ensure compliance with the same. Except in the case of suspected fraud or other abuse or in the event of an emergency, the State will give the CA at least twenty-four (24) hours notice of any intended inspections or examinations.
- (d) At the State's request, the CA shall provide the State with hard copies of or electronic media containing any data or information in the possession or control of the CA which pertains to the State's business or this contract.
- (e) The CA agrees that it will keep and preserve or cause to be kept and preserved all of its Records until three (3) years after the latter of (i) final payment under this contract, or (ii) the expiration or earlier termination of this contract, as the same may be extended or renewed, and any holdover period.
- (f) The CA also agrees that it will require each subcontractor under this contract to maintain all of its Records until three (3) years after the expiration or earlier termination of said subcontract or other agreement, as the same may be renewed or extended.
- (g) If any litigation, claim or audit is started before the expiration of said three (3) year periods, such records shall be (and shall be required to be) retained until all litigation, claims or audit findings have been resolved.
- (h) The CA shall incorporate the provisions of this article, including this section (h), verbatim into any contract or other agreement it enters into with any subcontractor under this contract.

IN WITNESS WHEREOF, the State, acting herein by its Commissioner of the Department of Public Works, and the Construction Administrator have executed this contract.

Attested by:

State of Connecticut.

Holly J. Hart
Witness HOLLY J. HART

Diane M. Chace
Witness DIANE M. CHACE

By: Raeanne V. Curtis
Raeanne V. Curtis
Its Commissioner
of the Department of Public Works

Date signed: July 21, 2010

Attested by:

Turner Construction Company

Jo Ann Szela
Witness JO ANN SZELA

V B A
Witness VINCENT BARTOLI

By: Harvey L. Hirst, III
Its VICE PRESIDENT duly authorized

Date signed: 7.21.10

Approved as to form:
W B A
ASSOC. ATTY. GENERAL Attorney General

Date signed: 7/29/10

EXHIBIT A

Quinebaug Valley Middle College High School (new)
Quinebaug Valley Community College
742 Upper Maple Street
Danielson, CT
Project No. BI-CTC-439
Contract No. BI-CTC-439-CA

I. PROJECT DESCRIPTION

The New Quinebaug Valley Middle College High School (QVMCHS) will be a state-of-the-art inter-district middle college magnet high school (grades 10-12) on the campus of Quinebaug Valley Community College (QVCC) in Danielson, Connecticut.

This new high school is in partnership with QVCC and EASTCONN for the school districts of Killingly, Plainfield, Putnam, Thompson, Windham, and Woodstock. The new high school is a proposed addition(s) to the existing Quinebaug Valley Community College and will include specialized learning spaces in addition to classrooms, laboratories, administrative and support areas, recreational facilities, community space, and a relocated cafeteria and food preparation area. The project also includes creation of an expanded two story library in the existing cafeteria and food preparation areas. The design will promote circulation and facilitate collaboration between QVMCHS's high school student population and the college community. In addition to local and State Building & Life Safety Codes, the project needs to comply with federal accessibility requirements. The existing square footage of the college is 90,000 gsf. The college currently serves 2,125 full time and part time college students. QVMCHS 2009 fall student population is 70 with the need expanding to 225 students within 5 years.

This project will be designed and constructed in accordance with the new State Regulations and the Connecticut Building Standard Guidelines Compliance Manual for High Performance Buildings for State Funded Public School Buildings (including, but not limited to, Building Commissioning and Integrated Design) and to receive LEED Silver Certification from the U.S. Green Building Council. The design team shall have a LEED Accredited Professional (AP). The Architect and the Construction Administrator (CA), along with the Commissioning Agent (CxA), shall, in cooperation with each other, produce all required LEED and Building Commissioning technical specifications.

The CA shall be responsible for complying with the CGS § 16a-38k High Performance Building requirements and the Regulations of Connecticut State Agencies. The applicable sections for Project BI-CTC-439 are Sections 4.1 General - High Performance Building Requirements, 4.4 New Construction of State Funded Public Schools and School Renovations, 4.5 Building Commissioning Process for High Performance Buildings, and 4.6 Integrated Design Processes for High Performance Buildings. The CA shall be responsible for complying with ASHRAE Guideline 0-2005. The Project shall conform to High Performance Building Standard Guidelines as detailed in the document *Capital Projects High Performance Buildings Guidelines* dated 5/20/10 on the DPW Website <http://www.ct.gov/dpw/site/default.asp>.

The CA shall assist in the coordination of activities associated with meeting the above requirements. The CA shall have a LEED Accredited Professional as part of its primary team.

The design team must comply with all applicable State of Connecticut Department of Education (SDE) regulations and shall prepare necessary reports to demonstrate compliance with these standards.

The Project shall respond to and reflect all philosophical and programmatic recommendations of the "Educational Specifications Plan dated May 2009." The design team will review, modify, and then implement the existing Educational Specifications Plan.

Total planned area for the new high school building and renovations to the existing college is approximately **50,150 gross s.f.** The new high school building/addition is approximately **40,600 gross s.f.**, the total renovations to the existing college is approximately **9,550 gross s.f.**

II. CONSTRUCTION ADMINISTRATOR'S SCOPE OF PROFESSIONAL SERVICES

The CA will provide services in accordance with the Department of Public Works Consultants Procedure Manual dated October 2008, as amended and/or supplemented up to the date of this contract.

The CA will provide pre-design services and design phase services, which will include the schematic, design development, contract documents, and bidding phases. The CA shall provide construction phase services. Each phase will commence when written notice to proceed is issued by the Department of Public Works (DPW). During design the CA shall provide the services within the time period specified herein or, at the option of the DPW, within extended periods as determined by the DPW if the DPW is of the opinion that extensions are warranted and if the DPW evidences its consent to such extensions in writing. The CA shall not commence any phase work under the contract until the CA receives written authorization to proceed from the DPW Project Manager (PM).

If the CA observes that the scope of work, construction cost, or any other relevant documentation is at variance with the requirements of the Project, the CA shall promptly notify in writing the Architect and the DPW.

The CA shall provide personnel with the qualifications and experience necessary to perform the various tasks herein described. The DPW shall be the sole judge of the qualifications of assigned personnel, and shall have the right to approve and reject personnel, and have removed any personnel it considers unsatisfactory.

The CA shall provide commissioning services and is authorized to engage the services of AFK Engineers LLP (AFK), of 750 East Main Street, Suite 501, Stamford, CT 06902, as Commissioning Agent (CxA), to provide commissioning services for pre-design, design, and construction. Regulation CGS 16a-38k indicates that the commissioning agent "shall be certified as a **commissioning agent** by the Building Commissioning Association or the Association of Energy Engineers, and shall be a Professional Engineer. This individual shall be included in the beginning stages of the building process through a post-occupancy evaluation." See Exhibit C for description of the required qualifications and the scope of services for commissioning.

The CA shall provide 4 written evaluations of the CxA's performance utilizing DPW's form and criteria at the completion of: 1) Design Development, 2) Contract Documents, 3) 50% Construction, and 4) 100% Construction (Project Substantial Completion).

Prolog Project Management Requirements

- a. The DPW is using Meridian Systems Prolog Manager as the Project management software tool for this Project.
- b. The CA is required to utilize Prolog Manager for the submission of their billings, utilizing the Consultant Payment Application form within Prolog Manager.
- c. The CA is required to utilize Prolog Manager for the duration of this Project and shall provide project document information via this program. This includes the information described in Exhibit A of this contract, such as Daily Reports (Daily Work Journal), Special Inspections, Testing, Safety Notices, Requests for Information, Project Meeting Minutes, Potential Change Orders, Change Orders, Project Correspondence, Submittal Tracking, Project Schedules, Issues (Action Items), Project Transmittals, Progress Photos, Closeout Log, etc.
- d. The CA is required to purchase hosting services for one (1) individual to be utilized on the CT DPW Prolog Hosted System from Meridian Systems, through PSS Consulting Group and to

maintain the hosting services for the duration of this project. The cost for the hosting service fees (\$90/month X 22 months = \$1,980) shall be included by the CA in the cost for this contract.

- e. The CA shall arrange for training with DPW. This training will be conducted at DPW in conjunction with the PM and DPW Prolog Staff. One day of training is to be provided by DPW.
- f. The CA shall contact PSS Consulting Group, Inc., the authorized Meridian reseller, for the hosting services and training at <http://www.pssgroup.com> | david@pssgroup.com or Phone: (978) 440-7060 | Fax: (508) 653-5080.
- g. DPW has established a project specific email "file" address for this Project. The CA shall send an electronic "file" copy of all Project documents to this email address, to include, but not limited to, all Project correspondence, Project emails, forms, etc.
- h. The CA is required to scan all documents that contain wet (ink) signatures and send a copy of those documents electronically to the PM and the project specific email "file" address (ctc439@dpwprolog.org). The hard copy of the wet signature documents shall be transmitted as directed by the PM. This includes, but is not limited to, all contracts, change orders, applications for payment, etc.

Master Project Milestone Schedule:

The CA shall:

- a. Provide scheduling guidelines to DPW. Prepare, maintain, and monitor a "CA Milestone" Project schedule incorporating the major pre-design, design, preconstruction, construction, closeout, and review and approval activities of the Project. Incorporate the general contractor's construction schedule into the CA Milestone schedule, when available. Include other activities that may not be part of the design team or CA's responsibilities, i.e., environmental impact statements, asbestos removal, easement acquisition, other contractors, etc., but are essential to Project completion. Proactively, keep all parties apprised of their schedule requirements and responsibilities. Keep the PM apprised of progress in relation to the CA Milestone schedule on a monthly basis. Provide analysis of schedule slippage, if it occurs, and written recommendations for schedule recovery.

A. PRE-DESIGN PHASE (refer to C.12)

1. Master (CA milestone) Schedule:

Following interviews with the user groups and design team, DPW will obtain, organize, monitor, and forward to the CA all of the end users' and consultants' schedules and Critical Path Method (CPM) tasks, in the form of an initial schedule, for input into the CA Milestone schedule. DPW will be responsible for the enforcement and coordination of all communications between the consultants and end users for scheduling requirements. The CA will provide data entry only on these tasks.

The initial CA Milestone schedule will contain an estimate of construction time and the Architect's design schedule, and shall be reviewed by the CA at the completion of the pre-design phase. Prior to the start of the schematic design phase, the DPW will update the CA Milestone schedule based on the CA's comments and an updated design schedule from the Architect.

2. Budget Cost Analysis:

The CA shall review and comment on the accuracy and completeness of the initial construction cost estimate, contained in a report submitted by the Architect at the completion of the pre-design phase, and its conformance to the budget.

3. Submittals:

The CA shall submit to DPW zero (0) copies of a report containing comments on the review of the initial DPW schedule and the pre-design phase construction cost estimate.

B. PRELIMINARY EVALUATION (refer to C.12)

1. At the option of the State, the CA shall provide a preliminary evaluation of the State's program and Project budget requirements, each in terms of the other.
2. The CA shall review and become familiar with previous Project decisions and planning.

C. SCHEMATIC DESIGN PHASE

1. Master CA Milestone Schedule:

Following interviews with the user groups and design team, DPW will obtain, organize, monitor, and forward to the CA all of the end users and consultants' schedules and Critical Path Method (CPM) tasks for input into the CA Milestone schedule. DPW will be responsible for the enforcement and coordination of all communications between the consultants and end users for scheduling requirements. The CA will provide data entry on these tasks and any other tasks the CA deems appropriate in order to track project progress and verify future milestones.

Utilizing CPM-based software, the CA will assign a duration and relationship to each task, add or delete tasks, identify the logic of interrelationships and milestones, and perform schedule management activities to identify the Project's critical path and timeline. CA Milestone Schedule submissions will be coordinated with the Architect's design submissions throughout the design process (minimum of 3).

Items to be identified during subsequent refinements include milestones for departmental occupancy, shop drawings and CA reviews, special support services, and float times.

2. Monitor Significant Issues:

The CA shall monitor the significant issues discussed at meetings and having an impact on the CA Milestone Schedule or budget, and shall track the resultant activity. Typical issues will include, but are not limited to, programming, timetables, information requests by the Project consultants or end users, alternative systems data, unit costs, items to be concluded, etc. A summary of the "Significant Issues" will be a part of the document review report and forwarded to the Architect and DPW, to be included with all Project progress meeting reports.

3. Document Review Reports:

The CA shall prepare a "Document Review" report for the Schematic design phase submittal by the Architect.

4. Constructability Review and Reporting:

The CA will provide a "Constructability Review" report of the early design documents. The report will be based upon an inspection that will include, but not be limited to, the following:

- a) The campus, to become familiar with on-site conditions.
- b) Proposed mechanical, electrical, and plumbing (MEP) systems overview.
- c) Soil conditions based upon the geo-technical report.
- d) Sustainable Design strategies including LEED Silver certification and the client agency's policies and standards for healthy buildings.

5. Preliminary Field Operation Analysis (done in Construction Documents Phase)

6. Construction Cost Estimate: (CA cost estimate #1)

Upon review of submitted schematic design documents, the CA will prepare and submit to DPW a construction cost estimate. Cost estimates shall be created using dollar/square foot (\$/SF) basis. The CA budget estimate shall be reconciled with the Architect's estimate. All cost analysis will be representative of inflation to mid-point of construction, i.e., August 2012. **The cost of the Project shall not exceed the established budget of \$17,902,400 for construction and site work (per the Architect's contract). The CA shall promptly advise PM in writing in the event of any anticipated or potential variance with the budget.**

7. Value Engineering/Cost Reduction Alternatives:

Through the value engineering process, the budgeted **\$17,902,400** (unless modified in writing by the DPW) construction cost estimate can be concentrated in those areas of the facility that are most important to the Owner. The CA will identify and recommend alternative materials, products, systems, equipment, or methods that could lead to Project cost savings. Impact on schedule and sequencing will be analyzed and reported by the CA. The CA shall participate in the selection process for building systems with particular attention to each system's: (i) impact on Project budget; (ii) impact on Project Schedule; and (iii) impact on long-term operating costs. The CA shall provide comments and recommendations as appropriate.

8. Site Conditions:

The CA will evaluate the impact of known soils, subsurface geology, groundwater, unsuitable material, rocks, topsoil re-use, milled pavement and associated site elements.

9. Materials Review:

The CA will report on the advisability of materials selections and provide detailed information, including identification and potential availability of long-lead/specialty items, durability, construction methodology, and special sequencing or protection.

10. Systems Review:

The CA will conduct reviews of proposed roof, structural, mechanical, electrical, plumbing, conveyance, sprinkler, telecommunications, and life safety systems and will consider initial cost, availability, impact on the overall program, comfort and convenience, long-term maintenance and operating costs, and impacts on schedule.

11. Submittals:

The CA shall submit to DPW six (6) copies of a bound report, in 8½-inch by 11-inch format, containing all necessary information, including schedules, reports pertinent to the Schematic Design Phase, analysis, and estimates.

12. Previous Pre-design Phase: note the Pre-design Phase (Section A) and Preliminary Evaluation (Section B) work indicated shall be performed in the pre-design phase; however all compensation for the work shall be included in Section C, SCHEMATIC DESIGN PHASE.

D. DESIGN DEVELOPMENT PHASE

1. The CA shall update previously described tasks and the following tasks, and shall submit a "Document Review" report for the Design Development Phase:

- a) Monitor significant issues.
- b) Constructability Reviews and Reporting.
- c) CA Milestone Schedule Refinement.
- d) Budget Refinement.

2. Value Engineering:

The CA will identify and recommend alternative materials, products, systems, equipment, or methods that could lead to project cost savings.

3. Construction Cost Estimate: (CA cost estimate #2)

Following issuance of Design Development documents, the CA will prepare and issue construction cost estimates. The CA budget estimate shall be reconciled with the Architect's estimate, and be in the same format as the Architect's estimate. The CA will immediately notify the PM if and when it becomes apparent the construction budget is exceeding the established budget of **\$17,902,400** (including inflation through construction) for the building and sitework.

4. Submittals:

The CA shall submit to DPW six (6) copies of a bound report, in 8½-inch by 11-inch format, containing all necessary information, including schedules, reports pertinent to the Design Development Phase, document review of Architect's documents, analysis, and estimates.

E. CONTRACT DOCUMENTS PHASE

1. 100% Contract Documents Phase Review:

a) **The CA shall update previously described tasks and the following tasks, and shall submit a "Document Review" report for the Contract Documents Phase:**

- Monitor Significant Issues.
- Constructability Reviews and Reporting.
- Advanced Field Operation Analysis.
- CA Milestone Schedule Refinement.
- Budget Refinement.

b) **Construction Cost Estimate: (CA cost estimate #3)**

At 100% completion of the contract documents, the design team will present and submit copies of the final Project plans and manual. The CA budget estimate shall be reconciled with the Architect's estimate and the established Project budget. The CA budget estimate shall be in the same format as the Architect's estimate. The CA will prepare and issue six (6) copies of a bound Contract Documents Phase report of construction cost estimates. All quantitative systems information shall be provided in detail.

c) **Review General Conditions and General Requirements:**

Attend meetings and work sessions with Owner, Agency, and Architect to recommend changes to the *General Conditions of the Contract for Construction and Division 1 General Requirements* to make them project specific.

d) **Document Review:**

The CA shall review the Project drawings and the Project manual to verify that systems, equipment, components, materials, and construction techniques are fully identified and specified, including interfaces between trades, so as to permit proper and complete bidder response.

e) **Submittals:**

The CA shall submit to DPW six (6) copies of a bound report, in 8½-inch by 11-inch format, containing all necessary information, including schedules, reports pertinent to the Contract Documents Phase, analyses, and estimates.

f) **Preliminary Field Operation Analysis:**

The CA will perform the necessary investigation and planning in advance of preparing a plan of preliminary findings for Project access strategy during construction. The plan will include, but not be limited to, the review of the following:

1. Staging of work.
2. Temporary walks.
3. Means of egress.
4. Field operation locations.
5. Temporary field utility usage and feeds.

g) **Redicheck:**

During this phase, the Architect will include an interdisciplinary coordination ("Redicheck") of the documents and the CA shall participate in the meeting(s) which identifies the findings and shall review the coordination items and provide cost estimates (as directed by the PM) of these findings, including, but not limited to, cost savings from avoided or prevented change orders.

F. BID PHASE

During the bid phase, the CA shall:

1. Recommend changes to bid format instructions and working procedures to clarify alternate bids, supplemental bids, and unit price requests or supplied materials.
2. Participate in pre-bid conferences, route inquiries to the proper source for clarification, and recommend the issuance of addenda if appropriate.
3. Upon receipt of bids, participate with DPW in substantiating bidder qualifications and participate in the review of bid proposals to verify value and scope pursuant to the requirements set forth in the bid documents.

G. CONSTRUCTION PHASE SERVICES

DUTIES AND SERVICES:

The CA's construction phase services shall be for a time period of **five hundred ninety-four (594)** calendar days (the Construction Phase Time), plus an additional ninety (90) calendar days for Project closeout, commencing with the date set forth in the written notice to proceed sent to the CA by the PM. Said number of calendar days may be extended in writing by the Commissioner. A reasonable fee shall be determined by the Commissioner for an appropriate level of services for the extended time. The parties recognize that during the extended time the level of staffing and/or services may be decreased, which shall be considered by the Commissioner in the determination of a reasonable fee.

The CA shall consult with DPW to ascertain the requirements of the Project and consult with proper State authorities and inform itself as to specific institutional conditions that might affect contemplated work or the hours or season of its execution. The CA shall familiarize itself with the contract documents. In accordance with State requirements, the CA shall perform construction administration on the construction project designed by the DPW or consultants employed by the State.

The construction close-out is estimated to be 3 months or 90 calendar days after substantial completion. The CA may have reduced manpower on site to assist in final closeout and Project completion.

1. Scheduling Services

- a. The CA shall provide, or subcontract, a scheduler to review and analyze all general contractor (GC) construction schedules for the CA. The scheduler shall have a minimum of 10 years experience in developing, reviewing and analyzing CPM schedules and shall possess demonstrated proficiency in CPM schedule methodology and utilization of the current version of "*Primavera Project Planner*" software. The CA shall give task up-dates (to the scheduler) for both the GC construction schedule and the CA milestone schedule, as tasks are completed.
- b. The CA shall obtain one copy of the current version of "*Primavera Project Planner*" software for use by the CA's scheduler on this project.
- c. The CA's scheduler shall also obtain an appropriate schedule analysis software program, such as "*Schedule Analyzer for the Enterprise*", "*Claim Digger*", etc., for use in analyzing the contractor's schedules and preparing reports..
- d. GC CPM Schedule: The CA shall review all general contractor's CPM schedule submittals including, but not limited to, the following:
 - (1.) Preliminary Schedule: Review the GC schedule to ensure that requirements of the contract have been met by the contractor(s) and prepare a report for submittal to the PM citing all schedule deficiencies/errors.
 - (2.) GC Baseline Schedule: Review the schedule to ensure that the GC has met the requirements of the contract. CA's review shall include all logic, appropriateness of work activities, coding, cost and resource loading, and the critical path. The CA shall prepare a report documenting schedule review findings and a recommendation for approval or rejection for submittal to the PM. Assist the PM in preparing a written response to the GC.
 - (3.) Schedule Updates/Revisions: Provide monthly reviews in a timely manner meeting Owner contract timelines for review periods. CA shall validate the GC's actual start and finish dates to ensure the dates are consistent with when the work was performed. Prepare a report for submittal to the PM listing non-compliance items that pertain to the GC schedule, and include any/all deficiencies of the progress payment request, which is generated from the cost-loaded schedule. CA shall review the GC's audit report to validate and assess the appropriateness of changes to schedule logic, activities, and durations and provide the PM with an explanation of the impact of the changes on the critical path. If the Project schedule updates indicate that milestone dates will not be met, CA shall notify and make recommendations to the PM. Assist the PM to prepare monthly schedule responses to the GC. The CA is responsible for verifying that the GC submits all schedule updates timely, with content specified, and in the form and format required by contract, and providing a report of any deficiencies to DPW.
 - (4.) Recovery Schedules: GC is required to provide cost-loaded and manpower loaded recovery schedules when work falls behind the GC baseline schedule. The CA shall analyze and report on the appropriateness of the GC's recovery schedule when authorized in writing, including the indicated manpower on the GC's schedule.
 - (5.) Change Orders: Review each change order for schedule impact and provide a written statement. Any change order that will impact the critical path must be reviewed by the CA's scheduler.

- (6.) GC As-Built Schedule: Verify the actual start and finish dates shown on the final CPM schedule submittal to ensure the as-built schedule accurately shows when work was performed by the GC and/or subcontractors during execution of the Project. Verification shall be by CA field personnel.

2. Schedule of Values

The CA shall review and recommend for approval the schedule of values as submitted to the DPW by the GC in conjunction with each application for payment. The CA shall review the schedule of values for compliance with Article 27 of the *General Conditions of the Contract for Construction* and inform the State of any deficiencies. The CA shall distribute said schedule of values to the Architect/engineer for its review and recommendation for approval. The CA shall forward both its recommendation and the Architect's/engineer's recommendation for approval to the DPW.

3. Periodic Requisition for Partial Payment

During the progress of construction, the CA shall obtain from the GC monthly requests for partial payment. It shall review and recommend for payment in accordance with Article 28 of the *General Conditions of the Contract for Construction* and inform the DPW of any deficiencies. The CA shall distribute requests for partial payment to the Architect/engineer for its review and recommendation for approval. The CA shall forward both its recommendation and the Architect's/engineer's recommendation for approval to DPW.

4. Project Meetings

The CA shall establish, conduct, record, and distribute minutes of all project meetings, which shall include, but not be limited to, the following meetings with the participants as required:

- a. Weekly or biweekly (every two weeks) project meetings with the client agency, the State, the Architect/engineer, and the CA. The actual frequency shall be determined by the PM.
- b. Weekly construction/coordination and review meetings of the CA and the GC.
- c. All other meetings that State officials may require.

5. Supervision and Inspection

The CA shall inspect all work of the GC, subcontractors, and any additional service providers for compliance with the contract documents. The CA shall review the shop drawings for compliance with the contract documents without assuming any of the liabilities or responsibilities of the Architect/engineer. The CA shall act as the DPW's liaison with the GC. It shall assist in understanding the intent of the contract documents. It shall assist in obtaining from the DPW and the Architect/engineer additional details or information when required for proper execution of the work.

- a. The CA shall conduct on-site daily inspections and monitor the work in progress to assist the DPW in determining if the work is in general proceeding in accordance with the contract documents.
- b. The CA shall coordinate and schedule all special inspections as required by the contract documents. The special inspector/testing lab will be hired by the DPW.
- c. The CA shall report in writing to the DPW whenever any work is unsatisfactory, faulty or defective, or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made, and advise the DPW and the GC of work that it believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
- d. The CA shall coordinate and schedule, in the presence of appropriate personnel, all tests, equipment/systems start-ups, and operating/maintenance training. The CA shall maintain adequate records thereof, and observe, record, and report in writing to the DPW

and the Architect/engineer appropriate details relative to the test procedures and start-ups.

- e. The CA shall report to the Architect/engineer when requests for clarifications and interpretations of the contract documents are needed. The CA shall initiate, track, and process all said requests in writing. Clarifications and interpretations issued by the Architect/engineer shall be transmitted to the GC by the CA after review thereof by the CA and the PM.
 - f. The CA shall review the GC's suggestions for modifications to the drawings or specifications and report its related recommendations to the Architect/engineer and the PM. The CA shall then transmit to the GC decisions issued by the Architect/engineer.
 - g. The CA shall review the initial safety program for the Project provided by the GC prior to the start of work. The CA shall notify the GC and the DPW in writing of any violations of the safety program. The CA shall stop the construction work if it perceives that a life-threatening situation exists. This action must be reported to the PM immediately in writing. A monthly safety summary shall be included in the CA monthly report.
 - h. The CA shall coordinate and schedule all inspections as required by the State Department of Public Safety and/or the authority having jurisdiction. The special inspector/testing lab will be hired by the DPW.
6. Documentation, Records, and Reporting
- a. The CA shall maintain in an orderly and secure manner at the job site all Project files, correspondence, reports of job conferences, shop drawings, samples, meeting minutes, test reports, reproductions of the original contract documents, and all relevant paperwork required to track, monitor, and administrate the contract documents.
 - b. The CA shall keep a daily diary or log book recording the GC's and subcontractors' hours on the job site, weather conditions, deliveries, equipment on the job site, data relative to questions of work-directive changes, construction budget, data relative to questions of delays, change orders or changed conditions, names of job-site visitors, daily activities, decisions, observations in general, and specific observations in detail as in the case of observing test procedures; and send copies thereof to the Architect/engineer.
 - c. The CA shall record the names, addresses, and telephone numbers of the GC, subcontractors, and major suppliers of materials and equipment.
 - d. The CA shall maintain a monthly photo log of events of all major activities and all activities that require additional attention.
 - e. The CA shall prepare and provide monthly progress reports to the DPW, the client agency, and the Architect/engineer. Each monthly progress report shall include all items monitored for the past month, an update on construction with reference to meeting the Project schedule, an update on the construction budget, and any recommendations by the CA for meeting either the Project schedule or the construction budget.
 - f. The CA shall examine submittals made by the GC and furnish recommendations to the DPW concerning material and equipment, and review and report on the GC's proposals in connection with changes in the construction work. These services are to be performed within five (5) calendar days of receipt of such proposals so as not to delay the work. In the event that the incorporation of an approved substitution into the work will require revisions or additions to the contractual requirements, the CA shall review and monitor all costs of such revisions or additions.
 - g. The CA will give feedback and comments reviewing the documentation provided by the GC during construction for certification of Silver LEED requirements. Comments shall be included in the monthly report(s).

7. Change Orders

The CA shall review, keep a log of, and monitor all the approval processes for the requests for change orders received from the GC ensuring the inclusion of all backup material. The CA shall review the Architect's/engineer's recommendation for any change order. The CA shall perform an independent cost estimate and analysis including activity duration and schedule impact regarding the GC's change order request. The CA shall forward its recommendation, along with the Architect's/engineer's recommendation, to the DPW for approval.

If requested by the DPW, the CA shall negotiate the change order between the GC and the DPW. Negotiations shall include work to be performed, duration, cost, and schedule impact. All negotiation sessions shall have a written record of the meetings and exchanges prepared by the CA for transmission to the DPW. The written record shall include inspection reports, progress reports, instructions given, a record of the GC's and the client agency's statements, records of existing conditions, test reports, photographs, and a summary report on the merits of the requested change order.

8. Construction Budget

The CA shall monitor the construction budget on a weekly basis, and submit a monthly report to the DPW identifying activity variances between actual, budget, and projected costs. The report shall include a trend analysis for the Project and indicate the balance to date of the construction contingency for the Project.

9. Project Closeout

The CA shall receive and review as-built drawings and submit them, if they are complete, to the DPW, which shall in turn forward them to the Architect/engineer to produce the record drawings on mylars. Prior to the recommendation of final payment to the GC, the CA shall receive and review, for completeness and compliance with the contract documents, maintenance and operation manuals, schedules, warranties and guarantees, bonds, and certificates of inspections, tests and approvals.

The CA, in conjunction with the DPW and the Architect/engineer, shall assist the Architect/engineer's preparation of a punch list, and participate in an inspection to determine if the construction work is in compliance with the contract documents.

The CA, in conjunction with the DPW, the building authority having jurisdiction, and the Architect/engineer, shall make a recommendation on substantial completeness of the Project and obtain certification of occupancy as required.

The CA shall observe whether all items on the punch list have been completed and make recommendations to the Architect/engineer and the DPW concerning acceptance of the work. The CA shall monitor the GC's progress and upon completion of the GC's work shall recommend that a final inspection be performed.

The CA shall then, in conjunction with the DPW and the Architect/engineer, perform a final inspection of the work. Contingent on this final inspection revealing the proper completion of the work, the CA shall recommend in writing to the DPW acceptance of the work and final payment to the GC.

10. Payments to General Contractor

The CA shall review and, if appropriate, recommend for approval all of the GC's applications for payments. The CA shall process such applications in accordance with the DPW's procedures and accounting requirements ensuring that the applications for payment include the Architect's/engineer's signature and concurrence on the progress of the construction work. Any payment issues brought to the attention of the CA will be reported to the DPW promptly.

11. Claims and Disputes

The action taken, services rendered, and data gathered by the CA are key elements with regard to construction claims. The CA shall perform the following:

- a. Administer the construction contract fairly and in accordance with the contract terms and conditions.
- b. Identify potential problems, evaluate the conditions involved, and coordinate with the GC and the Architect/engineer to prevent or minimize problems.
- c. Refute promptly, in writing, any written statements by the GC that are not correct.
- d. Keep in a separate file complete documentation of claims or potential claim activities.
- e. Provide all relevant information, make written recommendations on the validity of claims, provide costs analysis, and provide support to the DPW, the PM, the Attorney General, and outside counsel, as required, within the duration of this contract.

12. The CA covenants and agrees that it shall perform its services under this contract in accordance with the standards and practices of its profession.

13. Nonperformance

If the CA does not fulfill or complete its services in a timely and adequate manner, the State reserves the right to withhold monetary payments to the CA until such time as the work is brought up to date in an adequate manner. The amount withheld shall be reasonably determined by the Commissioner. If the State is harmed by the CA's nonperformance, the State shall be granted fair and equitable compensation by the CA as reasonably determined by the Commissioner.

The State has the right for inspection on demand of the CA's products. The State will accept only those products that meet reasonable professional standards.

14. Force Majeure

Neither party shall be liable to the other nor deemed to be in breach of this contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to, acts of God, wars, fires, floods, epidemics, guarantee restrictions, strikes, or freight embargoes. Irrespective of the occurrence of any of the foregoing events or circumstances the CA shall take reasonable measures to mitigate any damage caused thereby.

15. 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 shall not be construed as a waiver, nor in any way limit the legal and/or equitable remedies to that party.

16. Severability

If any of the provisions of this contract are declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of the obligations under any such provisions. The remainder of the contract shall be enforced to the fullest extent permitted by law.

EXHIBIT B

**Quinebaug Valley Middle College High School (new)
Quinebaug Valley Community College
742 Upper Maple Street
Danielson, CT
Project No. BI-CTC-439
Contract No. BI-CTC-439-CA**

The total fee for the CA shall be:

One Million Fifty-six Thousand Three Hundred Sixty One Dollars **\$1,056,361**

and shall be paid as indicated below for the completion of the work specified when previously authorized in writing:

A. Pre-design Phase:

Zero Dollars **\$0.00**

B. Preliminary Evaluation:

Zero Dollars **\$0.00**

C. Schematic Design Phase:

Twenty Thousand Dollars **\$20,000**

D. Design Development Phase:

Sixty One Thousand Dollars **\$61,000**

E. Contract Documents Phase:

Thirty Thousand Dollars **\$30,000**

F. Bid Phase:

Forty Four Thousand Dollars **\$44,000**

G. Construction Phase Sum (\$740,000):

1. Construction (90%): **Six Hundred Sixty Six Thousand** Dollars **\$666,000**
This fee shall be divided in equal monthly payments, prorated as necessary for partial months.

2. Project Closeout and Record Drawings (5%): **Thirty Seven Thousand** Dollars **\$37,000**
(refer to Exhibit A, Article II, Section G)

3. Commissioner's Discretion upon acceptance of Certification of

the Final Application for Payment (5%):
Thirty Seven Thousand Dollars **\$37,000**
Eight Hundred Ninety Five Thousand Dollars SUB-TOTAL CA FEE **\$895,000**

H. Commissioning

The total fee for the Commissioning shall be:
One Hundred Fifteen Thousand One Hundred Sixty One Dollars **\$115,161**

and shall be paid as indicated below for the completion of the work specified when previously authorized in writing:

| Commissioning Agent (CxA) Fees [AFK] | CxA | 5% CA | Total |
|--|------------------|----------------|------------------|
| a. Pre-Design Phase | N/A | N/A | N/A |
| b. Commissioning During Design Phase | | | |
| Schematic Design | \$15,778 | \$789 | \$16,567 |
| Design Development | \$10,568 | \$528 | \$11,096 |
| Contract Documents | \$11,153 | \$558 | \$11,711 |
| c. Commissioning During Construction Phase | \$51,226 | \$2,561 | \$53,787 |
| d. Commissioning Post-Occupancy | \$10,952 | \$548 | \$11,500 |
| e. *CxA Retesting =Maximum Allowance for Retesting (Paid by State, not to exceed) | <u>\$10,000</u> | <u>\$500</u> | <u>\$10,500</u> |
| TOTAL | \$109,677 | \$5,484 | \$115,161 |

Total CxA Fee \$115,161

*Allowance for Retesting, maximum \$10,000. The typical retesting (when required) will be recovered as credit change order(s) to the GC. The CA will provide the DPW with the appropriate documentation.

CxA 2010 Time-Card Rate Schedule

The CxA functional retesting hourly rates (as noted below) shall be used for retesting of all functional tests that have failed. Refer to Section "CxA Retesting*" in Exhibit C: A credit change order shall be issued to the GC when a functional test has failed. These rates shall be in effect until construction completion, as defined in this contract.

- Senior Project Manager: \$285 per hour
- Project Manager: \$255 per hour
- Senior Engineer: \$240 per hour
- Project Engineer: \$200 per hour
- Engineer: \$170 per hour
- Senior Designer: \$148 per hour
- Designer: \$137 per hour
- CADD Manager: \$142 per hour
- CADD Operator: \$115 per hour

| | | |
|--|----------------|---------------------|
| I. CPM Scheduling Services Fees [Lovett Silverman] | | <u>5% CA</u> |
| Fees are all inclusive - no additional out-of pocket expenses are allowed. | | |
| 1. Review of Preliminary GC schedule (w/ no site visit) | \$6,500 | \$325 |
| 2. Review of GC Baseline schedule | \$2,000 | \$100 |
| 3. Monthly Peer review of GC schedule (18 reviews) | \$32,300 | \$1,615 |
| 4. Recovery schedule (no site visit) 2 reviews | <u>\$3,200</u> | <u>\$160</u> |
| Total | \$44,000 | \$2,200 |
| Total Scheduling Fee \$46,200.00 | | |

No payments shall be made under Sections A and B above. The compensation for the Pre-design phase work and the Preliminary Evaluation work are included in the Schematic Design Phase fee.

The payments under Sections C, D, E, and F above shall be paid after the related work has been completed, as determined by DPW, and DPW has accepted such work.

Ninety percent (90%) of the Construction Phase Sum under Section G above shall be paid in equal monthly installments, pro-rated as necessary for partial months, based upon the **Construction Phase Time**. An additional 5% of the Construction Phase Sum shall be payable upon both (1) completing project closeout as required by the General Conditions and the General Requirements of the Contract for Construction and (2) the receipt of record drawings. The final 5% balance of the Construction Phase Sum shall be payable at the discretion of the Commissioner upon DPW's acceptance of the Certification of the Final Application for Payment.

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

All payment installments, as adjusted, shall remain in effect until the payments reach 90% of the Construction Phase Sum. An additional 5% of the Construction Phase Sum shall be payable upon (1) completing project closeout as required by the General Conditions and the General Requirements of the Contract for Construction and (2) the receipt of record drawings. The balance of the Construction Phase Sum shall be payable at the discretion of the Commissioner upon DPW's acceptance of the Certification of the Final Application for Payment.

Nothing contained herein shall limit the State's right to suspend or terminate this contract pursuant to Articles VIII and IX of the contract.

The payments under Sections H and I above shall be paid after the related work has been completed and accepted by DPW.

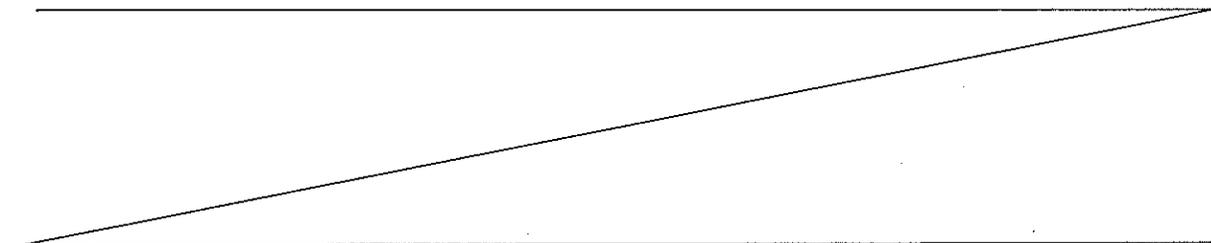


EXHIBIT C

Commissioning Agent Requirements (CxA)

BACKGROUND

The Department of Public Works (DPW) has hired an Architect, a Construction Administrator, and, under the guidelines below, a Commissioning Agent (CxA) for A New High School on the campus of QVCC in Danielson, Connecticut.

The management structure is Design/Bid/Build with full design documents and specifications being developed by an architectural/engineering firm. The construction documents will be let out to bid through the typical DPW process to hire a General Contractor and complete the construction. The term "Contractor" may refer to a subcontractor or the General Contractor. The DPW's primary construction representative on site will be provided by the separately contracted services of a Construction Administrator (CA). The Commissioning Agent (CxA) will be hired by the CA, but will report directly to the DPW.

SCOPE OF WORK

The CxA scope of services shall include, but not be limited to, the following summary of tasks. The CxA shall provide all commissioning services for this project in accordance with the requirements of ASHRAE Guideline 0-2005, and the Capitol Projects High Performance Building Guidelines dated 5/20/10 on the DPW website. As with any quality process, the Commissioning Process, as more particularly described below, provides tools to enable everyone involved in the construction of the facility to verify that the final facility meets the Owner's Project Requirements.

This project is being designed to comply with the High Performance Building Regulations (Regulations of Connecticut State Agencies 16a-38k-1 through 9), "the Regulations," and to achieve the Leadership in Energy and Environmental Design (LEED) Silver certification. The CxA is required to provide services during the pre-design phase, the design phase, the construction phase, occupancy and the post-occupancy phases, in support of documenting compliance with the Regulations and in obtaining the LEED Silver certification.

The following is a summary of the Commissioning Process that the DPW intends to implement on this project.

Commissioning Process During the Pre-Design Phase (payment is made at the end of Schematic Design)

The Commissioning Process activities to be completed by the CxA during the Pre-Design Phase include:

1. Develop and document the Owner's Project Requirements.
2. Develop the scope and budget for the Commissioning Process.
3. Develop the initial Commissioning Plan.

Commissioning Process During the Design Phase

The Commissioning Process activities completed by the CxA during the Design Phase include:

1. Works with the Commissioning Team to document the Owner's Project Requirements for the facility.
2. Works with the design professionals in documenting the basis of design.
3. Verifies the Basis of Design with regard to the Owner's Project Requirements.
4. Develops a Commissioning Plan encompassing the Design, Construction, Occupancy and Operation, and Post Occupancy Phases. The plan will include, but not be limited to, the following:
 - a. Outline the commissioning responsibilities of the CxA, DPW, client agency, CA, design team, general contractor (or construction manager), and subcontractors.
 - b. The plan will identify what systems are to be commissioned.
 - c. The plan will provide an overview of the method of verification and documentation that will be used during the commissioning process.
 - d. The plan will contain preliminary schedules for the commissioning of systems.
5. Determines the commissioning requirements and activities to include in the Construction Documents, including writing the general commissioning specifications, with review by the design team, for integration into the project's construction specification.
6. Review the in-depth design documentation developed by the design professionals.
7. Performs statistically based quality design review at 50% and 95% completion of the drawings and specifications.
8. Update the Issue Log and provide Issue Reports as necessary.
9. Prepare a Design Phase Commissioning Report.

Commissioning Process During the Construction Phase

The Commissioning Process activities accomplished by the CxA during the Construction Phase include:

1. Organizes the Commissioning Process components and conducts a pre-bid and pre-construction meeting where the Commissioning Process requirements are reviewed with the Commissioning Team.
2. Organizes and conducts periodic Commissioning Team meetings necessary to plan, develop the scope of, coordinate, and schedule activities and resolve problems.
3. Reviews submittals concurrent with the design professional's review.
4. Develops specific test procedures, directs the execution of the tests by the contractors, and documents the results of the tests.
 - a) These functional test procedures shall provide a detailed procedure of how the system shall be tested and a record sheet for recording the test results.
 - b) The test procedures shall be as explicit and exact as possible to ensure that the test can be easily repeated by more than one tester and the same results obtained.
5. Statistically samples completion of Construction Checklists on a periodic basis to verify that Contractor's quality process is achieving the Owner's Project Requirements.
6. Develops specific test procedures. The Contractors review the procedures.
7. Directs the execution of the tests by the Contractors.
8. Documents the results of the tests.
9. Documents the correction and retesting of noncompliance items by the Contractor.
10. Develops pre-functional test Checklists and Verification of Completion forms for all equipment to be commissioned.
11. Works with contractors in completing Checklists and Verification forms. Tracks Checklist and Verification form completion.
12. Develops and implements a Quality Based Sampling plan to verify proper completion of all testing requirements.
13. Reviews the Systems Manual for achieving the Owner's Project Requirements.

14. Reviews, pre-approves, and verifies the training provided by the Contractors.
15. Verifies delivery of the Systems Manual.
16. Prepares a Construction Phase Commissioning Report.
17. Verifies that the project has met the requirements of the Regulations and LEED Silver Certification.
18. Schedules and verifies deferred and seasonal testing by the Contractor.
19. Verifies continuing training.
20. Accomplishes a review of warranties with the operations and maintenance staff two months prior to expiration of warranty.
21. Schedules, organizes, and attends a lesson-learned workshop. The workshop is facilitated by an independent member of the CxA's firm.
22. Completes the Final Commissioning Process Report.

The Commissioning Process activities accomplished by the CxA during Post-Occupancy Phase include:

1. Analyze one year of occupied energy use data against the design energy model.
2. Document any adjustments made to equipment or building operations.
3. Conduct a post-occupancy survey of the building occupants.
4. Prepare a Post-Occupancy Commissioning Report.

LIMIT OF RESPONSIBILITIES

The CxA is not responsible for design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating, or construction management. The CxA may assist with problem-solving or resolving nonconformance or deficiencies, but ultimately that responsibility resides with the GC and design professionals.

The following equipment/systems are **not included** in the commissioning scope (they will be tested by the installing contractors):

1. emergency generator \ power system
2. refrigeration systems
3. data and communications
4. paging system
5. security system
6. vertical transport
7. sound control & audio/visual systems
8. clock system

FOCUS OF THE COMMISSIONING PROCESS

The following systems and assemblies are included, but are not limited to, integrated design items as generated according to the High Performance Design Criteria resulting in the Commissioning Process:

1. Heating: Boilers, pumps, baseboard radiation and \ or cabinet heaters
2. Cooling: chillers, cooling towers, pumps
3. HVAC: air handling units, return fans, exhaust fans, a fume hood for the lab
4. Fire Protection: smoke detectors, alarm panels, sprinklers, fire pump.
5. Lighting: time-clock lighting controls, possible occupancy sensor controls.
6. Domestic water pumps, and domestic hot water heaters

The following are required to be commissioned for LEED certification.

The CxA shall commission the main electrical service equipment, including:

1. Main service switchgear
2. Distribution Panel Boards
3. Motor control centers
4. Circuit breakers above 400 Amps
5. Transformers above 400 amps
6. Grounding and Ground Fault systems

CxA Retesting *:

The CxA will provide testing protocols to the equipment vendors and installing contractors detailing the anticipated testing requirements. They will be given the opportunity to review and comment on these documents prior to commissioning functional testing. The vendors and installing contractors are expected to pre-test their equipment prior to demonstrating it to the CxA during Functional Testing. Therefore, it is expected the equipment shall pass the Functional Tests the first (and every) time. If the Functional Test must be repeated due to a failure, the CxA will charge for the time \ cost to witness the retesting on a time-card basis. This extra testing time will be collected as an additional test credit Cost Change Order against the construction contract.

CxA Meetings:

CxA shall as a minimum attend the following meetings (1 person per meeting):

- Design Phase meetings: 3 (design meetings may be via conference call)
- Pre-bid, pre-construction meetings: 2
- Commissioning Phase Meetings: 6
- Occupancy & Operations Phase Meetings: 2
- Total meetings = 13

REQUIRED QUALIFICATIONS

The staff designated by the CxA shall satisfy the following requirements:

1. Has acted as the principal CxA for at least three projects of relative size and complexity to this project over the past three (3) years.
2. Has had recent extensive experience with sustainable design and construction projects, specifically LEED projects.
3. Possesses extensive knowledge in building operation and maintenance training.
4. Possesses extensive experience with operation and trouble shooting of HVAC systems and energy management systems.
5. Has knowledge in testing and balancing of various media systems.
6. Has experience with high performance system design and HVAC control strategy optimization.
7. Possesses excellent verbal and written communication skills. Is highly organized, able to interact effectively with designer professionals, and work with both management and trade contractors.
8. Has extensive experience in writing commissioning specifications.
9. Staff licensed by State of Connecticut as Professional Engineers in mechanical or electrical engineering. Trade and contracting licensure is also desirable.
10. The CxA staff shall be certified in building commissioning by a nationally recognized organization such as the Building Commissioning Association or the Association of Energy Engineers.

Exhibit D

SEXUAL HARASSMENT POLICY STATEMENT

All personnel of the Department of Public Works have the responsibility for maintaining high standards of honesty, integrity, impartiality and conduct to assure proper performance and maintenance of public trust. Sexual harassment violates these standards, especially with regards to principles of equal opportunity, and specific acts of such misconduct will result in the severest of disciplinary action that can be taken.

Acts of sexual harassment are illegal and prohibited by the Civil Rights Act, Title VII as amended and Connecticut General Statutes 46a-60 as a discriminatory practice.

As the Commissioner of the Department of Public Works, I will under no circumstances tolerate any incidents of this type of behavior. Specifically, any supervisors, who use implicit or explicit sexual behavior to control, influence, or affect the career, pay or job of an employee is engaging in sexual harassment. Similarly, any employee who makes deliberate or repeated offensive verbal comments, gestures, or physical contact of a sexual nature in the work environment is also engaging in sexual harassment.

Sexual harassment can include verbal abuse such as sexual insults, lewd or suggestive comments, or unwelcome jokes of a sexual nature. Sexually suggestive objects or sexually explicit posters, calendars, photographs, cartoons, drawings or other explicit materials are inappropriate in a state workplace and can contribute to creating a hostile or offensive work environment.

Individuals who are sexually harassed by supervisors, co-workers, or peers should make it clear that such behavior is offensive. Individuals can file a sexual harassment complaint to the appropriate source(s) for investigation of the matter, so that action can be taken to ensure a work environment free of sexual harassment.

Sexual harassment is totally unacceptable conduct; it undermines the integrity of the employment relationship, debilitates morale, and interferes with the work productivity of the organization.

I shall expect every manager and supervisor to ensure that any instance of sexual harassment is dealt with swiftly, fairly, and effectively. All substantiated complaints will result in the strongest disciplinary action available to the Department.

SEXUAL HARASSMENT NARRATIVE

Sexual harassment is a particular type of sex discrimination. Like all sexual discrimination, it is illegal. It violates high standards of honesty, integrity, impartiality and conduct required of all sections of the Department of Public Works. It also interferes with and impedes work productivity.

Sexual harassment is defined as "any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by any individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment."

You may file a complaint with your supervisor, the Human Resources Office at (860) 713-5304 or Johnette Tolliver, the agency's designated Equal Employment Opportunity Specialist at (860) 713-5394.

Signed by Commissioner Raeanne V. Curtis on May 30, 2008.

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

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

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

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

Definitions:

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

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

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