

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS

STANDARD FIXED-FEE ARCHITECT'S CONTRACT

PROJECT NUMBER: BI-CTC-426
CONTRACT NUMBER: BI-CTC-426-ARC

This contract for professional services herein designated in connection with the project entitled

Phase Two Campus Development
Tunxis Community College
271 Scott Swamp Road
Farmington, CT

is entered into this 17th day of February, 2009, 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

Du Bose Associates, Inc. Architects
49 Woodland Street
Hartford, CT 06105

hereinafter called the Architect;

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

1. The Architect shall provide professional services for the project in accordance with Exhibit A and the "Terms and Conditions of Contract between State and Architect," Department of Public Works Form CS-3A dated February 3, 1998, and last revised November 10, 2008, which document is attached hereto and made a part hereof.
2. The Architect's total fee of **One Million Four Hundred Thirteen Thousand Two Hundred Twenty-five Dollars (\$1,413,225.00)** shall be paid as indicated below, and such other work as described in Section II of Exhibit A, which exhibit is attached hereto and made a part hereof, for the completion of the work specified when previously authorized in writing:
 - A. Schematic Design Phase: **One Hundred Seventy-two Thousand Eight Hundred Ninety-two Dollars (\$172,892.00)**;
 - B. Design Development Phase: **Two Hundred Thirty Thousand Five Hundred Twenty-three Dollars (\$230,523.00)**;
 - C. Contract Documents Phase: **Three Hundred Ninety-eight Thousand Three Hundred Ninety-nine Dollars (\$398,399.00)**;
 - D. The Architect shall be paid a sum of **Sixty-two Thousand Six Hundred Forty-seven Dollars (\$62,647.00)** after the documents to be provided in the contract documents phase are bid by the Department of Public Works and the Architect's duties for the bidding phase have been completed to the Department of Public Work's satisfaction, or when the State's construction contract with the general contractor is signed. If neither occurs, this amount will not be earned and paid.
 - E. In the event the State approves and allocates funds for construction, a sum of **Four Hundred Five Thousand Seven Hundred Fifty-four Dollars (\$405,754.00)** shall be paid to the Architect for construction administration services, if such administration is requested by the Department of Public Works. This sum includes the costs of services of any clerical and/or technical assistants working in the Architect's office or in the field. Said sum shall be paid in equal monthly installments, based upon the construction contract time, until payment reaches 90% of the construction administration sum. An additional 5% of the construction administration sum shall be payable upon Certification of the Final Application for Payment. The balance of the construction administration sum shall be payable upon (1) completing project close out as required by the General Conditions and the General Requirements of the Contract for Construction and (2) the receipt of record drawings.

The duties of the Architect for said construction administration are as indicated in Article VII of the "Terms and Conditions of Contract between State and Architect."

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

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

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

It is understood that the Architect's total fee hereinbefore mentioned in paragraph 2 shall be reduced by the sum hereinbefore mentioned in subparagraph 2E if construction administration is not requested, and, conversely, shall be increased by any payments that the State shall be obligated to make pursuant to the provisions of Article V and Section C of Article VII of the "Terms and Conditions of Contract between State and Architect." Said total fee shall also be subject to reduction pursuant to the provisions of the third paragraph of Section D of Article V of the "Terms and Conditions of Contract between State and Architect." It is also understood that a reasonable adjustment in said total fee shall be made by the Commissioner of DPW, hereinafter called the "Commissioner," in the event of termination or suspension, as provided in Articles VIII and IX of the "Terms and Conditions of Contract between State and Architect."

3. The Architect shall provide the work pursuant to the following phases within the time periods specified below or, at the option of the Department of Public Works, within extended periods to be determined by the Department if the Department is of the opinion that such extensions are warranted and if the Department evidences its consent to such extensions in writing. The Architect shall not commence any phase work under the contract until the Architect receives written authorization to proceed from the DPW Project Manager.
 - A. Schematic Design Phase: 76 calendar days after receipt of written notice to proceed;
 - B. Design Development Phase: 82 calendar days after receipt of written notice to proceed;
 - C. Contract Documents Phase: 138 calendar days after receipt of written notice to proceed.
4. The Architect's design shall be based on a total construction budget of **Eleven Million Seven Hundred Sixty Thousand Dollars (\$11,760,000.00)**.
5. The scope of professional services to be provided by the Architect under this contract is set forth in Exhibit A.
6. The Architect shall submit the following materials for review and approval:
 - A. Schematic Design Phase: 8 sets of full-size drawings, 1 sets of half-size drawings; 8 sets of specifications; and 4 sets of detailed cost estimates;
 - B. Design Development Phase: 8 sets of full-size drawings, 1 sets of half-size drawings; 8 sets of specifications; and 4 sets of detailed cost estimates;
 - C. Contract Documents Phase: 8 sets of full-size drawings, 1 sets of half-size drawings; 8 sets of specifications; and 4 sets of detailed cost estimates.
7. The Architect shall develop drawings for this project using computer aided drafting software fully compatible with an AutoCAD version as approved in writing by the Department of Public Works. After the documents to be provided are approved by the Department of Public Works, and at a time specified by the Department of Public Works, the Architect shall submit an electronic copy of all drawings in a format approved by DPW.

Upon completion of construction of the project, the Architect shall submit a revised electronic copy utilizing the most recently recognized format of the National CAD Standard basic format to reflect as-built conditions. All AutoCAD documentation related to a project shall be of a single media type. All the work called for in this paragraph shall be provided by the Architect at no additional cost to the State.

8. The following provisions modify the "Terms and Conditions of Contract between State and Architect":
 - A. **Section C of Article VI is hereby amended to additionally require the Architect to submit one set of 50% progress drawings and specifications.**
 - B. **Section C of Article IV is amended as follows: The amount in subparagraph 2C of the contract shall be paid in two equal installments. The first installment shall be paid after the submission and acceptance of the related aforementioned set of 50% progress drawings and specifications. The second installment shall be paid after the Architect has submitted all of the related phase work and such phase work has been accepted by the Department of Public Works.**
9. Entire Agreement No prior stipulation, agreement or understanding, verbal or otherwise, of the parties hereto, their agents or legal representatives shall be valid or enforceable unless embodied in the provisions of this contract.
10. 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.
11. Approval of State Properties Review Board As provided in Connecticut General Statutes Section 4b-23(i), it is essential for the Architect contracting with the Department of Public Works to understand that the approval of the State Properties Review Board must be granted before the Architect's contract can begin. By providing service without a properly executed contract, the Architect accepts the risk that payment will not be made by the State of Connecticut.
12. Approval of the Attorney General's Office This contract shall take effect when it is approved as to form by the Attorney General of the State of Connecticut, the Deputy Attorney General of the State of Connecticut, an Associate Attorney General of the State of Connecticut, or an Assistant Attorney General of the State of Connecticut.

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

Attested by:

State of Connecticut

Erika Carcano
Witness Erika Carcano

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

DiAnne M. Chace
Witness DiAnne M. Chace

Date signed: 2-17-09

Attested by:

Du Bose Associates, Inc. Architects

Marcella Strums
Witness Marcella Strums

By Craig C. Saunders 1/22/09
Its Chairman & Secretary Duly Authorized

Kevin Kerchaert
Witness Kevin Kerchaert

Date signed: 1/22/09

Approved as to form:

William B. Nik
ASSOC. ATTY. GENERAL Attorney General

Date signed: 2/25/09

EXHIBIT A

**Phase Two Campus Development, Tunxis Community College
271 Scott Swamp Road, Farmington, CT
Project No. BI-CTC-426
Contract No. BI-CTC-426-ARC**

Section I

The scope of professional services to be provided by the Architect under this contract consists of providing the services called for in the contract in connection with the following construction work:

A new classroom and office building of approximately 30,000 gross square feet and renovations to Bidstrup Hall to accommodate the Early Childhood Education Program and Daycare, as called for in the Master Plan of Tunxis Community College. Demolition of the approximately 21,000 gross square feet Building 200. Renovations to the existing façade of the 300 Building to blend with the Phase One Development project. Reconfiguration of former library to serve as swing space.

The project design shall conform to all applicable building, fire safety, health and safety codes as well as a silver rating of Leadership in Energy & Environmental Design (LEED) Green Building Rating System. The project shall be submitted by the Architect for certification of the silver rating.

The adjacent buildings and campus will be fully occupied during the period of construction and demolition; therefore the contract documents shall reflect phasing of construction and the use of swing space to minimize disruption to the facility.

As part of basic services under this contract, the Architect shall also provide the following:

- Coordination of art work related to the 1% State art requirement; Assist with art work site selection; Provide consultant services related to coordination and installation as appropriate of public art selected for the project as further described in Sec. 2.4.3 of the Consultant's Procedure Manual dated October 2008, as revised.
- Coordination, specification and documentation of fixed equipment.
- Coordination and documentation of conduits, raceways, etc. required to handle wiring systems.
- Acoustical design for sound control strategies between spaces, noise and vibration control of mechanical systems, and noise control for exterior mechanical systems.

During the design phase, the Architect shall determine the need for any easements, including, but not limited to, easements in connection with utility services required for the project. If easements are necessary, the Architect shall provide three (3) copies of an easement map, a legal description and a recordable mylar.

Section II

The Architect shall provide the following additional services. The Architect shall be compensated for said services in the amounts specified below, which amounts are included in the Architect's total fee stated in Paragraph 2 of the contract. Said amounts include all sub-consultant fees and the Architect's overhead and profit.

A. Pre-Design Study

The Architect shall provide a pre-design study which will include a detailed review of the space program as outlined in Rickes Associates Inc.'s educational space program prepared under separate contract. The space program will be utilized by the Architect to determine the actual function and room requirements for the Phase Two Campus Development, which will in turn be used to develop alternative diagrams to determine the most favorable solution and best use for the new approximately 30,000 gross square feet building. The approved diagram will then be used to determine logistics related to construction sequencing and department relocations. Conceptual phasing plans will be developed based on these determinations.

The Architect shall provide eight (8) copies of the Pre-Design Study to the DPW Project Manager within 26 calendar days after receipt of this approved contract.

For the services provided, the Architect shall be compensated for said services in the amount of **Forty-One Thousand Five Hundred Dollars (\$41,500.00)**.

B. Land Survey

The Architect shall provide the following survey services. The Architect is authorized to engage the services of Civil Strategies, LLC, 471 New Britain Avenue, Farmington, CT 06085 in association with Igor Vechesloff, 257 Ridgewood Road, West Hartford, CT 06107 for the services set forth in this subsection for the subject property at 271 Scott Swamp Road, Farmington, Connecticut.

- Prepare Class T2 topographical survey of approximately 4-6 acres including but not limited to first floor elevation, building and structure locations, utilities, valves, large trees, rock outcroppings, driveways, site improvements and wetlands
- Provide location and top of hole elevations for borings
- Locate and mark all underground utilities and storm drainage structures with pipe inverts and sizes

The Architect shall incorporate the survey into the contract documents and provide one reproducible Mylar drawing, signed and sealed by a Connecticut registered surveyor, as well as a copy of the survey on compact disk in AutoCAD format 2007 or later version.

The above survey and its accompanying documentation shall be provided in accordance with the State of Connecticut Regulations of the Department of Consumer Protection, Articles I and II, Sections 20-300b-1 to 20-300b-20, inclusive, and the "Standards for Surveys and Maps in the State of Connecticut" adopted by the Connecticut Association of Land Surveyors, Inc. on September 26, 1996, and shall be certified to the State.

For the services provided by the sub-consultants authorized above, the Architect shall be compensated for said services in the amount of **Six Thousand Fifty Dollars (\$6,050.00)**.

C. Geotechnical Services

The Architect shall provide the following geotechnical services. The Architect is authorized to engage the services of Macchi Engineers, LLC, 44 Gillett Street, Hartford, CT 06105 in association

with Dr. Clarence Welti, P.E., P.C., 227 Williams Street, Glastonbury, CT 06033, for the services set forth in this subsection.

- Provide six copies of a standard geotechnical investigation and report prior to written notice to proceed into Design Development Phase.
- Provide six copies of a geologic seismic investigation and report prior to written notice to proceed into Design Development Phase.
- Provide a total of 12 borings: Seven borings to be taken in the vicinity of the proposed addition to a depth of 20 feet or to auger refusal if above that depth; and five borings to be taken in the vicinity of the proposed addition to at least 6 feet below proposed grades.
- Provide analysis of the results of the borings
- Formulate recommendations into a report suitable for providing design criteria for foundation support and earthwork construction of the subject project
- Provide periodic consultation with the DPW project manager during the design phase of the subject project.
- Review construction documents relating to foundation and earthwork construction for conformance with recommendations provided in the above report.

For the services provided by the sub-consultants authorized above, the Architect shall be compensated for said services in the amount of **Eleven Thousand Dollars (\$11,000.00)**.

D. Traffic Impact Study & State Traffic Commission (STC) Permitting Services

The Architect shall provide the following Traffic Impact Study and STC Permit related services because the proposed expansion will increase the total building space to more than the 215,000 gross square feet that were previously certified under STC Certificate 1069A. The Architect is authorized to engage the services of Civil Strategies, LLC, 471 New Britain Avenue, Farmington, CT 06085 in association with Traffic Engineering Solutions, P.C., 193 Lexington Road, Glastonbury, CT 06033, for the traffic study and STC permitting services set forth in this subsection.

- Conduct a Traffic Study and submit 15 copies of a report summarizing the findings and recommendations of the study within 90 days of notice to proceed into the Schematic Design Phase
- Prepare and submit 12 copies of a State Traffic Commission Application and Major Traffic Generator checklist within 30 days of DPW approving the traffic study report
- Make turning movement counts during the morning and afternoon peak periods at the following locations: Scott Swamp Road at Plainville Avenue and Plainville Avenue at the two Tunxis Community College site drives
- Make a 24-hour directional machine count in the vicinity of the site access drives and include a directional speed study
- Prepare traffic flow diagrams for existing traffic volumes, site generated traffic and future traffic volumes
- Prepare documentation summarizing the project and the impact to the building size and parking space count
- Prepare site plan indicating all existing and proposed parking spaces, existing and proposed buildings and any other related information required
- Identify sight distances and other traffic related data
- Complete drainage calculations for STC permit

- Provide coordination and attend meetings, including local and state public hearings, as necessary, to complete the above

For the services provided by the sub-consultants authorized above, the Architect shall be compensated for said services in the amount of **Nine Thousand Four Hundred Sixty Dollars (\$9,460.00)**.

E. FURNITURE DESIGN, DOCUMENTATION & PROCUREMENT

The Architect shall provide the services for furniture design, documentation and procurement to accommodate the 30,000 gross s.f. of new classroom/administrative space, relocation of the existing offices in the 500 Building (Bidstrup Hall) to open space in the 100 Building and relocation of the Day Care Center from the 300 Building to the 500 Building. Such services shall be provided as set forth in this subsection.

- In the Programming Stage,
 - develop preliminary room furniture lists along with budgetary projections and recommendations
 - meet with the Board of Trustees Community-Technical Colleges and Tunxis Community College as applicable (Owner) and DPW to review and gather additional program data
- In the Design & Documentation Stage,
 - revise room lists to comply with the Owner's requirements and budgetary projections
 - meet with the Owner and DPW to review updated budgets as well as to establish quality levels, style and image, function and color of furniture package
 - research furniture types and styles based on Owner's requirements of durability, safety, maintenance and budget
 - meet with the Owner and DPW to review and evaluate the furniture selections as well as to present furniture package
 - refine cost estimates
 - develop plans for furniture location and for finish selections as well as coordination with building finishes
 - select all furniture finishes and prepare presentation boards of key items
 - prepare final specifications for all furniture items selected
 - finalize furniture location plans
 - confirm Owner delivery and bidding requirements, conditions of the contract & contract forms
 - assemble furniture bid package
- In the Procurement/Installation Stage,
 - review Owner's Invitation to Bid
 - assist Owner in distribution of Bidding Documents
 - evaluate bids and make recommendations to Owner
 - assist Owner in award of contracts
 - prepare breakdown of items to be purchased for attachment to Owner issued purchase orders
 - assist Owner with coordination of the furniture delivery and installation issues
 - provide periodic site visits to observe installation
 - prepare punch lists of all furniture deficiencies and distribute for repair or replacement
 - review furniture invoices prior to submission to Owner for payment

For the above services provided, the Architect shall be compensated for said services in the amount of **Seventy Five Thousand Dollars (\$75,000.00)** with the following breakdown:

- Programming Phase	\$15,000.00
- Design Phase	\$29,000.00
- Procurement/Installation Phase	\$31,000.00

F. LEED® & Sustainable Design Services

The Architect shall provide the following LEED® & Sustainable Design services to have the new construction receive a Leadership in Energy and Environmental Design (LEED) silver certification. The Architect is authorized to engage the services of Steven Winter Associates, Inc., 50 Washington Street, Norwalk, CT 06854 for the services set forth in this subsection.

- Prepare strategic planning workshops with key stakeholders to establish project goals, strategies and establish LEED targets. Develop a matrix report that reconfirms the targeted LEED credits and level of certification.
- Prepare LEED calculations during the planning phase to demonstrate potential LEED compliance for various credits.
- Do energy modeling during the planning phase. Analyze & calculate the building's energy use through the design process. Investigate LEED point eligibility and recommend energy efficiency &/or documentation strategy compliant with United States Green Building Council (USGBC) LEED requirements. Develop U.S. Department of Energy models reflecting the project design. Compare the models to display the project's energy savings. Investigate the life cycle cost of Energy Efficiency measures.
- Provide specification language for environmentally preferable products, suitable for inclusion in the Architect's construction specifications during the planning phase. Include LEED Process specifications during early construction documentation. Assist design team in developing specification language for the green process items related to the LEED program.
- Provide final documentation and submissions for the LEED-eligible credits. Assemble the documentation and upload to the LEED Online webpage which will be accessible at the time of registration. Submit the LEED application on DPW and the Owner's behalf to the U.S. Green Building Council (USGBC) for approval. Respond to feedback from USGBC. Coordinate the application process through the final review by the USGBC. Fees payable to USGBC for the application are to be provided by the Owner.
- During the construction phase, review the contractor submittals for materials &/or other green products to confirm compliance with the material-related requirements of the LEED New Construction (NC) program. Provide comments to the Architect, DPW and Owner. Provide all final documentation and submissions based on information from the design team. Assemble documentation and submit the LEED application on DPW and the Owner's behalf to the USGBC for approval. Respond to USGBC comments to gain final approval.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated for said services in the amount of One Hundred Thousand Three Hundred Twenty Dollars (\$100,320.00). This fee will be paid out over the course of the design and construction administration phases and is included in the Architect's total fee stated in paragraph 2 of the contract, as well as in the breakdown of fees under subparagraphs 2A through 2E of the contract. The fee is referenced here for informational purposes only.

G. Additional Construction Administration Services

In addition to the Architect's duties during construction identified in Article VII of the Terms and Conditions of the Contract, the Architect shall provide expanded construction administration services by senior level staff. Such expanded services shall entail on-site supervision as needed, but no less than two days a week, inspection and communication with the contractor, including responding to requests for clarifications and interpretations and identifying potential problems, evaluating the

conditions involved and coordinating with the general contractor to prevent or minimize problems that arise based on the proposed construction phasing periods and complexities working adjacent to and interfacing with the existing occupied college campus.

Services will begin with the start of the Construction Administration Phase of the project and be combined with the Architect's basic Construction Administration services, for a duration that does not exceed twenty nine (29) months.

The Architect shall be compensated for said expanded construction administration services in the amount of One Hundred Seventeen Thousand Six Hundred Dollars (\$117,600.00). This fee shall be paid in accordance with the provisions of subparagraph 2E of the contract. Said fee is included in the Architect's total fee stated in paragraph 2 of the contract, as well as subparagraph 2E of the paragraph, and referenced here for informational purposes only.

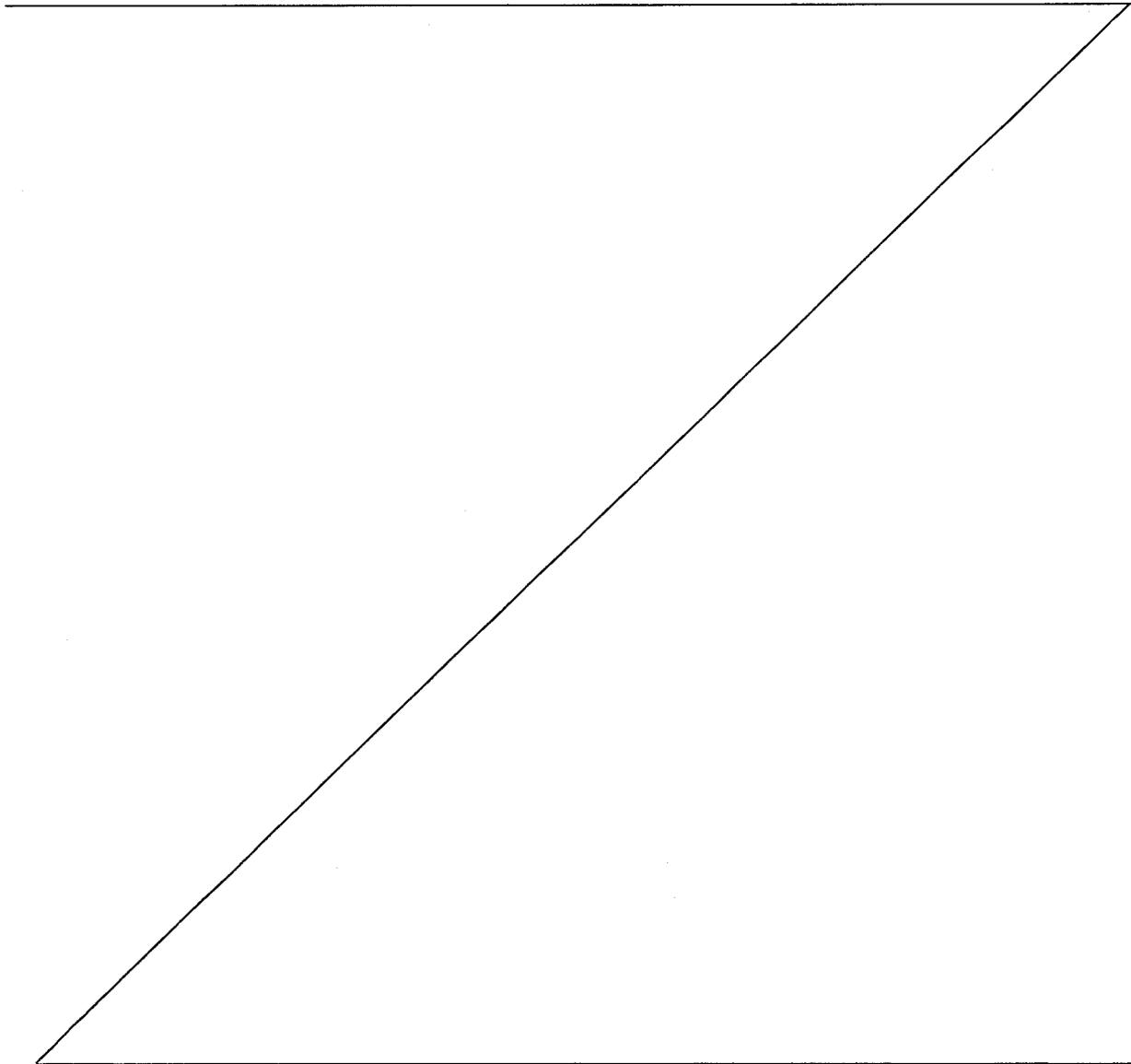


Exhibit B

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 the Office of Diversity Programs at (860) 713-5308.

Signed by Commissioner Raeanne V. Curtis on September 21, 2007.