STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS

STANDARD FIXED-FEE ARCHITECT'S CONTRACT

PROJECT NUMBER: CF-RS-273
CONTRACT NUMBER: CF-RS-273-ARC

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

New Parking Garage at Lot #7
Southern Connecticut State University
New Haven, CT

is entered into this 16th day of April, 2008, 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

BL Companies Connecticut, Inc.
355 Research Parkway
Meriden, CT 06450

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 May 3, 2007, which document is attached hereto and made a part hereof.

2. The Architect's total fee of **One Million Seven Hundred Forty-two Thousand Four Hundred** Dollars **($1,742,400.00)** 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-five Thousand Three Hundred** Dollars **($175,300.00)**;

   B. Design Development Phase: **Two Hundred Eighty-six Thousand Six Hundred** Dollars **($286,600.00)**;

   C. Contract Documents Phase: **Three Hundred Eighty-three Thousand Four Hundred** Dollars **($383,400.00)**;

   D. The Architect shall be paid a sum of **One Hundred Twenty-seven Thousand Seven Hundred** Dollars **($127,700.00)** within 120 calendar days after the documents to be provided in the contract documents phase are approved by the Department of Public Works or when the State's construction contract with the general contractor is signed, whichever occurs first;

   E. In the event the State approves and allocates funds for construction, a sum of **Two Hundred Two Thousand** Dollars **($202,000.00)** 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: **60** calendar days after receipt of written notice to proceed;

   B. Design Development Phase: **60** calendar days after receipt of written notice to proceed;

   C. Contract Documents Phase: **90** calendar days after receipt of written notice to proceed.

4. The Architect's design shall be based on a total construction budget of **Twenty-two Million Two Hundred Thousand** Dollars (**$22,200,000.00**).

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: **6** sets of full-size drawings, **N/A** sets of half-size drawings; **6** sets of specifications; and **6** sets of detailed cost estimates;

   B. Design Development Phase: **6** sets of full-size drawings, **N/A** sets of half-size drawings; **6** sets of specifications; and **6** sets of detailed cost estimates;

   C. Contract Documents Phase: **6** sets of full-size drawings, **N/A** sets of half-size drawings; **6** sets of specifications; and **6** 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": **N/A**

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:

Holly J. Hart
Witness HOLLY J. HART

Diane M. Chace
Witness DIANE M. CHACE

State of Connecticut

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

Date signed: 4-16-08

Attested by:

Jane M. Maskell
Witness Jane M. Maskell

Alejandrina Hidalgo
Witness ALEJANDRINA HIDALGO

BL Companies Connecticut, Inc.

By

Its VP + General Counsel + Assistant Secretary, Duly Authorized

Date signed: Apr 4, 2008

Approved as to form:

ASSOC. ATTY. GENERAL Attorney General

Date signed: 5/1/08

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.

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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:

_____
Witness

_____
Witness

State of Connecticut

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

Date signed: _____

Keep attached to contract - have printed under signature here

Attested by:

Jane M. Maskell
Witness Jane M. Maskell

Alejandrina Hidalgo
Witness ALEJANDRINA HIDALGO

BL Companies Connecticut, Inc.

By _____

Its VP & General Counsel + Assistant Secretary, Richard F. ORR, Duly Authorized

Date signed: Apr 4, 2008

Approved as to form:

_____
Attorney General

Date signed: _____