

STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC WORKS

STANDARD FIXED-FEE ARCHITECT'S CONTRACT

PROJECT NUMBER: BI-RW-295  
CONTRACT NUMBER: BI-RW-295-ARC

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

Fine Arts Instructional Center  
Eastern Connecticut State University  
Willimantic, Connecticut

is entered into this 6<sup>th</sup> day of July, 2011, 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

The S/L/A/M Collaborative, Inc.  
80 Glastonbury Boulevard  
Glastonbury, CT 06033

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, which is attached hereto and made a part hereof, 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 July 13, 2010, which document is attached hereto as Attachment 1 and made a part hereof.
2. The Architect's total fee of **Seven Million Nine Hundred Sixty-three Thousand Eight Hundred Dollars (\$7,963,800.00)** shall be paid as indicated below, and such other work as described in 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 Million One Hundred Fifty-eight Thousand Fifty-two Dollars (\$1,158,052.00)**;
  - B. Design Development Phase: **One Million Five Hundred Nineteen Thousand Seven Hundred Fifty-two Dollars (\$1,519,752.00)**;
  - C. Contract Documents Phase: **Two Million Six Hundred Four Thousand Eight Hundred Fifty-two Dollars (\$2,604,852.00)**;
  - D. The Architect shall be paid a sum of **Three Hundred Seventy-three Thousand Two Hundred Nineteen Dollars (\$373,219.00)** 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 **One Million Eight Hundred Eight Thousand Five Hundred Dollars (\$1,808,500.00)** 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 (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 balance of the construction administration sum shall be payable upon Certification of the Final Application for Payment.

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 (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 balance of the construction administration sum shall be payable upon Certification of the Final Application for Payment.

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.

- F. The Architect shall be paid a sum of **Twelve Thousand One Hundred Twenty-five Dollars (\$12,125.00)** after (i) satisfactory completion of the commissioning process (which is defined as the submission of the Post Occupancy Commissioning Report as described in the DPW Capital Projects High Performance Buildings Guidelines) and (ii) receipt by the DPW of one (1) copy of the submitted LEED certification packet sent to the U.S. Green Building Council. If both of these do not occur, this amount will not be earned.

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: 90 calendar days after receipt of written notice to proceed;
  - B. Design Development Phase: 180 calendar days after receipt of written notice to proceed;
  - C. Contract Documents Phase: 210 calendar days after receipt of written notice to proceed.
4. The Architect's design shall be based on a total construction budget of **Sixty-two Million Six Hundred Twenty-seven Thousand Two Hundred Dollars (\$62,627,200.00)**.
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. **50% Schematic Design Phase: 4 sets of full-size drawings;**
  - B. **100% Schematic Design Phase: 8 sets of full-size drawings, 4 sets of half-size drawings; 8 sets of specifications; and 4 sets of detailed cost estimates;**
  - C. **50% Design Development Phase: 4 sets of full-size drawings, 4 sets of half-size drawings; 8 sets of specifications;**

- D. **100% Design Development Phase:** 6 sets of full-size drawings, 4 sets of half-size drawings; 10 sets of specifications; and 6 sets of detailed cost estimates;
- E. **50% Contract Documents Phase:** 8 sets of full-size drawings, 4 sets of half-size drawings; 8 sets of specifications; and 4 sets of detailed cost estimates.
- F. **100% Contract Documents Phase:** 6 sets of full-size drawings, 4 sets of half-size drawings; 10 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. Sections A, B, and C of Article VI are hereby amended to additionally require the Architect to submit, at times determined by the Department of Public Works, one set of progress drawings and specifications completed to a stage satisfactory to the Department.
- B. Section C of Article IV is amended as follows: The amounts in Subparagraphs 2A, 2B, and 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 progress drawings and specifications. The final 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. Forum and Choice of Law. The parties deem the contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Architect waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
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, or an Associate Attorney General of the State of Connecticut.

IN WITNESS WHEREOF, the State, acting herein by its <sup>Acting Deputy</sup> Commissioner of the Department of <sup>Construct Services,</sup> Public Works, and the Architect have executed this contract.

Attested by:

Linda Lee Huntley  
Witness Linda Lee Huntley

Gail E. Westergren  
Witness Gail E. Westergren

State of Connecticut

By [Signature]  
Jonathan P. Holmes  
Its Acting <sup>Deputy</sup> Commissioner  
of the Department of Public Works  
<sup>Construct Services</sup>

Date signed: 7/6/11

Attested by:

[Signature]  
Witness DANIEL S. KANTOR

Carol A. McGreggor  
Witness Carol A. McGreggor

The S/L/A/M Collaborative, Inc.

By Richard T. Connell  
RICHARD T. CONNELL  
Its PRINCIPAL, Duty Authorized

Date signed: JUNE 22, 2011

Approved as to form:

[Signature]  
ASSOC. ATTY. GENERAL Attorney General

Date signed: 7/13/11

## EXHIBIT A

Fine Arts Instructional Center  
Eastern Connecticut State University  
Willimantic, Connecticut  
Project No. BI-RW-295  
Contract No. BI-RW-295-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 administered by a Construction Manager at Risk:

A new facility at Eastern Connecticut State University (ECSU) of approximately 135,612 gross square feet which will house three main Teaching/Performance Spaces: [1] a 1,200-seat multi use Auditorium, [2] a 350-seat Concert Hall and [3] a 150-seat Black Box Theater with all the Support Facilities for these spaces.

Other Teaching Spaces to be part of this Facility are Instructional Spaces for theater productions, Rehearsal Rooms for music and Studios for art instruction. General instructional rooms and computer labs will also be provided. The Lobby may include a Cafe, Gift Shop and Student Lounge and Gallery Areas - with associated spaces for service and administration. Administrative and Faculty Offices will be provided for each Department. The Design Team will also be responsible for equipment planning - which will include fixed equipment in the Studio and Performance Spaces (seating, lighting, rigging, etc.).

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. The Architect shall also provide the first draft of an easement document by electronic transmission (email).

The Architect shall establish and maintain a project website for this project during the design phase that will allow exchange of drawings and project documents between team members as well as posting of information and images for team viewing and access.

### **High Performance Building Standard Regulations and LEED Certification**

**This project shall comply with the High Performance Building Regulations (Regulations of Connecticut State Agencies 16a-38k-1 through 9), "the Regulations", and obtain Silver Certification under the Leadership in Energy and Environmental Design (LEED) certification program.**

The Architect shall take all measures, and shall meet professional standards of care to provide all design and other services necessary to achieve compliance with the Regulations and to obtain LEED Silver Certification for the project. The Architect's scope of services shall include all services outlined in the *DPW Capital Projects High Performance Buildings Guidelines*, including, but not limited to, the Design Professional's role in commissioning as defined in *ASHRAE Guideline 0-2005*.

Nothing contained herein shall be construed to limit the Architect's responsibility to provide drawings, specifications or other documents or services necessary to meet the requirements of the Regulations or to

obtain LEED Silver Certification, or to perform any other of its contract responsibilities during any phase described in this contract. The Architect shall provide the services of a LEED Accredited Professional for the project. All subconsultant fees and all fees payable to the U.S. Green Building Council are included in the Architect's total fee stated in paragraph 2 of this contract.

## Section II

The Architect shall provide the following additional services. The fees for the services are included in the Architect's total fee stated in Paragraph 2 of the contract, which includes all sub-consultants fees and the Architect's overhead and profit.

### A. Survey Services

The Architect shall provide survey services and is authorized to engage the services of James P. Purcell Associates Inc., 90 National Drive, Glastonbury, CT 06033, a land surveyor registered in the State of Connecticut, for the services set forth in this subsection.

1. Assemble any existing base mapping for the project area from municipal or facility sources.
2. Research facility records for as-built and/or design plans.
3. Research potential utility locations from utility company records and/or existing as-built mapping. The location of underground (U/G) utilities will be compiled from information supplied by municipal, facility, and utility companies willing to supply information.
4. The type of survey will be a "Topographic and Improvement Location Survey." The topographic and existing location survey will be to "A-2" and "T-2" standards. The boundary will be depicted to "Class D" compiled accuracy – no boundary opinion will be expressed on this plan. Utilities will be to "T-2" and "Class D" (compiled) accuracy.
5. Horizontal control will be recovered in Connecticut State Plane Coordinate system – North American Datum of 1983 (NAD '83). Control will be established based on the best available Control Points recovered from State of Connecticut Department of Transportation (DOT) or municipal sources. Otherwise, control will be established using Global Positioning Satellite (GPS) survey procedures.
6. Vertical control will be established in North American Vertical Datum of 1988. (NAVD '88)
7. A minimum of three (3) horizontal and vertical control points with ties will be established in the project area for use during future construction projects.
8. Perform topographic and general location survey of visible surface site utilities, buildings, and all visible improvements.
9. Obtain first floor elevations on existing buildings.
10. All visible surface features will be depicted and labeled on the map in the project area.
11. Compile FEMA flood limits (if any) and depict on the map.

12. The field survey will include obtaining top of frame elevations on all utility structures. Invert elevations and pipe sizes of storm drainage and sanitary sewer pipes will be obtained, and this information will be depicted on the map.

The land surveyor shall complete the above work and relay the information to the Architect, and provide one signed and sealed mylar to DPW, to aid in completion of the civil/survey documents required for the Architect's Schematic design phase submission.

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 authorized above, the Architect shall be compensated for said services in the amount of **Fifteen Thousand Five Hundred Ten Dollars (\$15,510.00) upon submission and acceptance of the above identified survey as required and identified in the DPW Consultant's Procedure Manual, Section 2.3.6, Boundary and Topographic Survey Requirements.**

#### B. Geotechnical Services

The Architect shall provide geotechnical services and is authorized to engage the services of Haley & Aldrich, Inc., 100 Corporate Place, Suite 105, Rocky Hill, CT 06067, a professional engineering corporation registered in the State of Connecticut, for the services set forth in this subsection.

1. The following scope of work shall be provided:
  - a. Gather and review existing subsurface data.
  - b. Prepare, monitor and inspect a geotechnical subsurface exploration program. The program assumes 30 borings, 10 rock cores, observation wells, test pits & perk tests.
  - c. Develop a geotechnical report based on investigative work.
  - d. Provide a foundation recommendation report and review the Architect's design to assure compliance with the reports recommendations.
  - e. Prepare and review all plans and specifications associated with earthwork (including temporary excavation support and temporary construction dewatering) to confirm compliance with geotechnical recommendations.
  - f. Evaluate, during construction, site materials and borrow material certifications to ensure fill, borrow, gravel and structural fill meet specifications.

The Architect shall provide four (4) copies of each report, identified above, to DPW at the completion of the schematic phase of design.

For the services provided above, the Architect shall be compensated for said services in the amount of **Forty-two Thousand Seven Hundred Ninety Dollars (\$42,790.00) to be paid monthly based upon percent completion of the identified services.**

#### C. Acoustical Engineering Services

The Architect shall provide acoustical engineering services including, but not limited to, the following, and is authorized to engage the services of an acoustical consultant for the services set forth in this subsection:

1. Acoustic goals of the facility and designing systems to address the following:
  - a. Room Acoustics: This scope includes the design evaluation and analysis of the size, volume and shape of all performance, rehearsal and music studio spaces. It also includes guidance and analysis on room finishes, material and component assemblies.
  - b. Sound Isolation: Scope involves providing recommendations and details for all sound critical wall, ceiling, floor and acoustic door assemblies within the facility plus recommendations and an evaluation of the building shell. The overall design will be continually analyzed to guarantee compliance with recommended practices.
  - c. Mechanical System Noise Control: Analysis and recommendations for noise and vibration control of mechanical equipment and air distribution noise. Scope includes active participation throughout the process in the selection, location, detailing and distribution of HVAC equipment and systems. Also calculate expected noise of proposed HVAC designs and provide recommendations for modifications to achieve appropriate noise levels. Also measure and test systems during construction.
  - d. Adjustable Acoustics Consultation: Work with the architectural team to develop the requirements and design concepts for adjustable physical acoustic systems in the program spaces as required. This includes criteria for:
    - Amount and size of adjustable elements
    - Materials (acoustic curtains, panels, felts, banners, etc.)
    - Adjustment features (manual, motorized, horizontal, vertical, etc.)
    - Storage requirements
    - Integration with adjacent architecture (sensitivity to aesthetics)
    - Determination of proper settings of all related components based on acoustic testing and evaluation before final occupancy

For the services provided above, the Architect's compensation is included with its fee for basic services. The fee will be paid out over the course of the design and construction administration phases and is included in the breakdown of fees under subparagraphs 2A through 2E of the contract.

#### D. Audio & Visual Services

The Architect shall provide audio/visual (AV) services including, but not limited to, the following, and is authorized to engage the services of an AV consultant for the services set forth in this subsection:

1. The audio and visual systems will play a central role in the success of the completed project. At the onset of the project, the Architect will develop preliminary design concepts that respond to the needs identified in the acoustic program. The Architect will then advise the design team on the extent of infrastructure necessary to support the audio and visual systems. Detailed construction documents shall be provided, illustrating the complete audio and visual system design for inclusion in the final bid documents. During construction, the Architect will play a vital role in the implementation of the systems relative to installation, establishing correct settings and testing. The list of spaces which the AV systems will be designed for is as follows:

- Auditorium

- Concert Hall
- Black Box Theater
- Rehearsal Rooms
- Recording Studio
- Lobby Spaces
- Support Spaces
- Classrooms

For the services provided above, the Architect's compensation is included with its fee for basic services. The fee will be paid out over the course of the design and construction administration phases and is included in the breakdown of fees under subparagraphs 2A through 2E of the contract.

#### E. Theater Services

The Architect shall provide theater services including, but not limited to, the following, and is authorized to engage the services of a theater consultant for the services set forth in this subsection:

1. Provide design and specification expertise on the major performance spaces as well as all rehearsal and associated critical production and support areas. The scope of work shall include the following items which are specific to the facility's programmed spaces:

- Auditorium and Concert Hall, sightline and seating layout
- Backstage function and layout
- Stage lighting controls
- Stage work lights
- Rehearsal lights
- Running lights
- Stage utility power receptacles
- Stage lighting instruments
- Counterweight rigging
- Stage draperies and masking
- Required curtains and rigs
- Stage house steel including galleries, catwalks and rigging steel
- Stage lighting mounting positions
- Orchestra pit power and lighting
- House lighting dimmers
- Stage floor construction
- Orchestra shell at Auditorium and chamber music shell at the Concert Hall

For the services provided above, the Architect's compensation is included with its fee for basic services. The fee will be paid out over the course of the design and construction administration phases and is included in the breakdown of fees under subparagraphs 2A through 2E of the contract.

#### F. Architectural Lighting Services

The Architect shall provide architectural lighting services including, but not limited to, the following, and is authorized to engage the services of a lighting consultant for the services set forth in this subsection:

1. The Architect will design the featured exterior lighting for the building and the lighting of key interior spaces, working closely with the electrical engineer to determine layouts and types of fixtures which are compatible with and will enhance the building functionality and its architectural character. The Architect will also be a resource for the types of analysis and lighting calculations that will be related to the Leadership in Energy and Environmental Design (LEED) program specifically for day lighting and energy level review and design of custom light fixtures for the project subject to building constraints. All information will be incorporated into the electrical engineer's project drawings for all design phases.

For the services provided above, the Architect's compensation is included with its fee for basic services. The fee will be paid out over the course of the design and construction administration phases and is included in the breakdown of fees under subparagraphs 2A through 2E of the contract.

#### G. Telecommunication / Information Technology Services

The Architect shall provide telecommunications and information technology services including, but not limited to, the following, and is authorized to engage the services of a subconsultant for the services set forth in this subsection:

1. The Architect shall provide a complete telecommunications system wired back to the ECSU campus hub including a building-wide wireless data system. The scope involves interface and compliance with current wiring standards of the Connecticut State University (CSU) System Office. The Architect shall coordinate efforts with the engineering team for all aspects of the telecommunication /information technology design and its integration into the project. Engineering consultants shall provide all necessary building infrastructure systems (Mechanical, Electrical, Plumbing) required to support the telecommunications and information technology design.

For the services provided above, the Architect's compensation is included with its fee for basic services. The fee will be paid out over the course of the design and construction administration phases and is included in the breakdown of fees under subparagraphs 2A through 2E of the contract.

#### H. Security Consulting

The Architect shall provide security consulting services including, but not limited to, the following, and is authorized to engage the services of a security consultant for the services set forth in this subsection:

1. The issue of security is of vital importance on a college campus and in a facility of this building type. In addition to the complexities associated with the project program, security issues will be further complicated by the fact that the facility will have an integral role in the cultural life of Willimantic and the surrounding region. The Architect will provide design guidance and specification data for all areas related to security in the building. This will include, but not be limited to, hardware and security system options. The entire program will be evaluated and the goals of the university addressed.

For the services provided above, the Architect's compensation is included with its fee for basic services. The fee will be paid out over the course of the design and construction administration phases and is included in the breakdown of fees under subparagraphs 2A through 2E of the contract.

#### I. Furnishings Fixtures and Equipment (FF&E)

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This project has an FF&E budget of **Five Million Six Hundred Four Thousand Eight Hundred Dollars (\$5,604,800.00)**, which is separate from the building construction budget.

The Architect shall provide design and management services for the selection and specification of furnishings, fixtures and equipment (including audio visual) to support the programmed spaces and design requirements of the new facility. The scope of work will include programming all spaces with the university, taking an inventory of all existing furniture and equipment scheduled for relocation to the new facility, furniture selection, furniture and equipment specifications and, ultimately, coordination during bidding and installation.

For the services provided above, the Architect shall be compensated in the amount of **Four Hundred Five Thousand Dollars (\$405,000.00)** to be paid monthly based upon percent completion of the identified services.

J. Three Dimensional Modeling

In addition to the rendering specified in Article VI, Section B, of the contract's Terms and Conditions, the Architect is authorized to produce two (2) additional three dimensional still view renderings and one walk-through type view rendering of a defined interior and/or exterior path. These images shall be produced and delivered at the completion of the Design Development Phase of design.

For the services provided above, the Architect shall be compensated in the amount of **Twenty-four Thousand Dollars (\$24,000.00)** to be paid upon submission and acceptance by the DPW.

K. Architect's Construction Manager at Risk (CMR) Preconstruction Services

1. For this Project the Architect shall perform the Basic Services described in this Section K – Architect's CMR Preconstruction Services. Performance of the services are included in the fee for basic services payable by State to the Architect and included in the Architect's total fee stated in Paragraph 2 of this Contract.

The CMR shall be responsible for providing cost estimates, value engineering, and life cycle reports. The Architect/Engineer of Record (A/E) shall collaborate with the CMR to develop designs and construction documents that are responsive to the Project Budget.

**2. Definitions:**

- 2.1 Bidding Documents:** Collectively, the, Bidding Requirements and the proposed Contract Documents, including any addenda issued prior to receipt of Bids, relevant to competitive bidding for Subcontracts for designated portions of the Work.
- 2.2 Conformed Set of Bid Documents:** The A/E's "Construction Documents" that incorporate all "Addendum" changes made to the "Construction Documents" during the official "Bid Period" that are generated as a result of bidder's questions. All changed documents shall be signed, sealed, and dated by the A/E.
- 2.3 Contract Documents:** Mean the CMR Agreement between Owner and CMR, Conditions of the Contract (General Conditions, General Requirements and other Conditions), Drawings, Specifications, and Addenda issued prior to execution of the Contract, other documents listed in the Agreement and, modifications thereto issued after execution of the Contract, all of which shall constitute the Contract.

**2.4 Construction Documents:** Mean the signed and sealed A/E drawings, specifications that have received a Building Permit or DPW equivalent and are developed to set forth in detail the requirements for the construction of the project.

**2.5 Construction Manager At Risk (CMR):** Means a sole proprietor, partnership, firm or corporation, under a construction manager at risk agreement with DPW. The CMR is the Contractor who is selected to review and participate in the production of the Contract Documents and who agrees upon a Guaranteed Maximum Price (GMP) to perform the Work identified in the Contract Documents. The CMR shall solicit Subcontract Bids from Subcontractors on a competitive basis and enter into contracts with these Subcontractors to perform their subcontract work.

**2.6 Project Elements:** Means the permanent structures, site improvements and other permanent developments at the site specifically defined and specified in the Contract Documents requiring construction and services, which construction and services may constitute the whole or part of the Project.

### **3. Specific Documents To Be Furnished By The Architect When Authorized:**

Upon the receipt of written authorization from the DPW PM the A/E shall provide the following deliverables as a supplement to the submittal requirements of Article VI of the Terms and Conditions – Attachment 1 of this Contract and the submittal requirements of Section 2.5, Project Phases of the Consultants Procedure Manual:

#### **3.1 Schematic Design (SD) Phase:**

For the 100% Schematic Design Phase submittal the A/E shall furnish the following deliverables as a Supplement to the SD submittal requirements of Article VI of the Terms and Conditions – Attachment 1 of this Contract and the submittal requirements of Section 2.5.2, Schematic Design Phase Checklist of the Consultants Procedure Manual:

**3.1.1 100% Schematic Design Phase Drawings:** Four (4) copies.

**3.1.2 Electronic Files of the 100% SD Phase Presentation on CD-ROM:** Two (2) copies.

**3.1.3 Schematic Design Color Perspective:** One (1) 11” x 17” copy.

**3.1.4 SD Design Narrative Report:** Four (4) copies.

Upon 100% completion of SD Phase the A/E shall submit a “Design Narrative Report” that provides a brief summary of their intent of their design. The Design Narrative shall be submitted to the DPW PM and include but not be limited to the following:

**.1 General:**

Provide a summary description of the project.

*Example: Provide a summary description for the overall scope and intent of the project; i.e. Project Exceeds Threshold Limitations, Gross SF, Number of Stories, etc.*

**.2 Design Basis:**

Identify and briefly describe supporting documents (i.e., programming, feasibility, technical and other studies) that the A/E utilized in developing the design for the project.

*Example: Identify key elements of program.*

**.3 Major Group Elements:**

Provide summary descriptions of the building elements and related sitework. Utilize the "Major Group Elements" – Level I of ASTM Uniformat II ([www.uniformat.com](http://www.uniformat.com)) and include, but not be limited to, the following:

Major Group Elements – Level 1 (ASTM Uniformat II)	
A Substructure;	E Equipment & Furnishings;
B Shell;	F Special Construction & Demolition;
C Interiors;	G Building Sitework.
D Services;	

- .4 Phasing:**  
State whether the project will or will not be phased. Describe phasing requirements.  
*Example: The project will or will not be phased. The scope of the project will or will not encompass the entire building. The exact limits of construction and the sequencing shall be determined as part of the initial design efforts.*
- .5 Existing Site Conditions:**  
Describe site conditions. Identify extent of demolition, excavation, etc. Describe features to be preserved / relocated.
- .6 Existing Conditions Investigation Reports:**  
Identify any supporting documents (i.e., geotechnical reports, topographical surveys, existing conditions or other studies) that the A/E has relied upon in developing the design for the project.
- .7 Landscape Design:**  
Describe scope and extent.  
*Example: Landscape design of hardscape, softscape, water features and site lighting are a part of this work. Project extent shall include front portico and central hardscape approach extending to front curb and exterior perimeter landscape areas as may be affected by construction activities.*
- .8 Sustainability Goals:**  
Describe any particular Sustainability Goals.  
*Example: CT High Performance Building Standards, LEED Silver, Commissioning, Integrated Design, etc.*
- .9 Furnishing and Equipment:**  
Describe scope and extent.  
*Example: The A/E shall develop a furniture and equipment plan, however the specific design, selection, purchasing, installation and coordination of the moveable furnishings and equipment (i.e., desks, tables and chairs) generally depicted therein is or is not a part of basic services.*
- .10 Environmental Issues:**  
Describe scope and extent.
- .11 Hazardous Materials Abatement:**  
Describe scope and extent.

.12 **Other:** This report shall also include room summary schedules, and life cycle cost analysis of key elements and code/permit summary requirements.

**3.1.5 Cost of the Work Estimate:** Four (4) copies.

Upon 100% completion of the Schematic Design Phase the A/E shall provide an estimate of the total "Cost of the Work" of the project. The cost estimates shall be submitted to the DPW PM and shall utilize the "Major Group Elements" – Level I of ASTM Uniformat II ([www.uniformat.com](http://www.uniformat.com)), and shall include, but not be limited to, the following:

Major Group Elements – Level 1 (ASTM Uniformat II)			
A	Substructure;	E	Equipment & Furnishings;
B	Shell;	F	Special Construction & Demolition;
C	Interiors;	G	Building Sitework.
D	Services;		

.1 **Inflation Values:** Adjust reported cost estimates to reflect inflation values. **DO NOT** present costs to the estimated start of construction, mid-point of construction or to present day values. Questions regarding the calculation of inflation values should be reviewed with the DPW Project Manager, Owner's Representative, and CMR.

.2 **Cost of the Work Estimate Reconciliation:** When the CMR has been contracted by DPW to provide Schematic Design Phase Services then, upon 100% completion of Schematic Design Phase, the A/E's Cost of the Work Estimate shall be required to be reconciled with the CMR's Cost of the Work Estimate. In conjunction with the DPW PM, Owner's Representative and CMR, the A/E, as directed by the Owner, shall take the appropriate action to correct and/or avoid potential cost overruns and make adjustments to their SD Phase Cost of the Work Estimate.

**3.2 Design Development (DD) Phase:**

The Design Development (DD) Phase Documents shall develop the design of the project in greater detail confirming or adjusting the design and details as directed by the Owner as a result of Owner Reviews and Constructability Reviews provided by CMR at the end of 100% SD Phase. The A/E shall incorporate all of the Owner required changes for all aspects of the Design Development Phase drawings and specification to further define the size, character and quality of the entire project as to structural, mechanical, and electrical systems and materials. The exterior envelope systems, type of structural system, HVAC systems, electrical systems, etc. and shall be further delineated and defined in the Design Development Phase drawings and specifications. For the 100% Design Development Phase submittal the A/E shall furnish the following deliverables as a supplement to the DD submittal requirements of Article VI of the Terms and Conditions – Attachment 1 of the Contract and the submittal requirements of Section 2.5.3, Design Development Phase Checklist of the Consultants Procedure Manual:

**3.2.1 Design Development Phase Submittal:** Four (4) copies.

Upon 100% completion of the DD Phase the A/E's DD Submittal shall provide all of the deliverables requirements of Section 2.5.3, Design Development Phase Checklist of the DPW Consultant Procedure Manual.

**3.2.2 Electronic Files of the 100% DD Phase Design Drawings and Specifications CD-ROM:** Two (2) copies.

**3.2.3 Design Narrative Report Update:** Four (4) copies.

Upon 100% completion of the DD Phase, the A/E shall submit an update of the "Major Group Elements" portion of the SD Phase "Design Narrative" and provide summary descriptions of the building elements and related sitework. Utilize the "Major Group Elements" – Level II of ASTM Uniformat II ([www.uniformat.com](http://www.uniformat.com)) and include, but not be limited to, the following:

Group Elements – Level II (ASTM Uniformat II)			
A10	Foundations	D40	Fire Protection
A20	Basement Construction	D50	Electrical
B10	Superstructure	E10	Equipment
B20	Exterior Enclosure	E20	Plumbing
B30	Roofing	F10	Special Construction
C10	Interior Construction	F20	Selective Demolition
C20	Stairs	G10	Site Preparation
C30	Interior Finishes	G20	Site improvement
D10	Conveying	G30	Site Mechanical Utilities
D20	Plumbing	G40	Site Electrical Utilities
D30	HVAC	G90	Other Site Construction

**3.2.4 Cost of the Work Estimate:** Four (4) copies.

Upon 100% completion of Design Development Phase the A/E shall provide an estimate of the total "Cost of the Work" of the project. The cost estimates shall be submitted to the DPW PM and shall utilize the "Major Group Elements" – Level II of ASTM Uniformat II ([www.uniformat.com](http://www.uniformat.com)), and shall include, but not be limited to, the following:

Group Elements – Level II (ASTM Uniformat II)			
A10	Foundations	D40	Fire Protection
A20	Basement Construction	D50	Electrical
B10	Superstructure	E10	Equipment
B20	Exterior Enclosure	E20	Plumbing
B30	Roofing	F10	Special Construction
C10	Interior Construction	F20	Selective Demolition
C20	Stairs	G10	Site Preparation
C30	Interior Finishes	G20	Site improvement
D10	Conveying	G30	Site Mechanical Utilities
D20	Plumbing	G40	Site Electrical Utilities
D30	HVAC	G90	Other Site Construction

**.1 Inflation Values:** Adjust reported cost estimates to reflect inflation values. **DO NOT** present costs to the estimated start of construction, mid-point of construction or to present day values. Questions regarding the calculation of inflation values should be reviewed with the DPW Project Manager, Owner's Representative, and CMR.

- .2 Cost of the Work Estimate Reconciliation:** Upon 100% completion of Design Development Phase the A/E's Cost of the Work Estimate shall be required to be reconciled with the CMR's Cost of the Work Estimate. In conjunction with the DPW PM, Owner's Representative, and CMR, the A/E, as directed by the Owner, shall take the appropriate action to correct and/or avoid potential cost overruns and make adjustments to their DD Phase Cost of the Work Estimate.

### **3.3 Construction Document (CD) Phase:**

The Construction Document (CD) Phase Documents shall develop the design of the project in greater detail confirming or adjusting the design and details as directed by the Owner as a result of Owner Reviews and Constructability Reviews provided by CMR at the end of 50% and 90% CD Phase. The A/E shall incorporate all Owner required changes for all aspects of the CD Phase Drawings and Specifications to further define the size, character and quality of the entire project as to structural, HVAC, electrical systems, and materials, etc. The exterior design systems, type of structural system, mechanical system and electrical system shall be further delineated and defined in the Construction Document Phase drawings and specifications. For the 50% and 90% CD Phase submittals the A/E shall furnish the following deliverables as a supplement to requirements of Article VI of the Terms and Conditions – Attachment 1 of the Contract and Section 2.5.4, Contract Document Phase Checklist of the Consultants Procedure Manual:

**3.3.1 Construction Document Phase Submittals:** Four (4) copies.

Upon 50% and 90% completion of the CD Phase the A/E shall include all of the following deliverables as a supplement to the requirements of Section 2.5.4, Contract Document Phase Checklist of the DPW Consultant Procedure Manual.

**3.3.2 Electronic Files of the 50% and 90% CD Phase Design Drawings and Specifications CD-ROM:** Two (2) copies.

**3.3.3 Cost of the Work Estimate:** Four (4) copies.

Upon completion of 50% and 90% Construction Document Phase the A/E shall provide an estimate of the total "Cost of the Work" of the project. The written cost estimate shall be submitted to the DPW PM and shall utilize the "Major Group Elements" – Level III of ASTM Uniformat II ([www.uniformat.com](http://www.uniformat.com)), and shall include, but not be limited to, the following:

<b>Individual Elements – Level III (ASTM Uniformat II)</b>			
<b>A1010</b>	Foundations	<b>D2010</b>	Plumbing Fixtures
<b>A1020</b>	Basement Construction	<b>D2020</b>	Domestic Water Distribution
<b>A1030</b>	Slab on Grade	<b>D2030</b>	Sanitary Waste
<b>A2010</b>	Basement Excavation	<b>D2040</b>	Rain Water Drainage
<b>A2020</b>	Basement Walls	<b>D2090</b>	Other Plumbing Systems
<b>B1010</b>	Floor Construction	<b>D3010</b>	Energy Supply
<b>B1020</b>	Roof Construction	<b>D3020</b>	Heat Generating Systems
<b>B2010</b>	Exterior Walls	<b>D3030</b>	Cooling Generating Systems
<b>B2020</b>	Exterior Windows	<b>D3040</b>	Distribution Systems
<b>B2030</b>	Exterior Doors	<b>D3050</b>	Terminal & Package Units
<b>B3010</b>	Roof Covering	<b>D3060</b>	Controls & Instrumentation
<b>B3020</b>	Roof Openings	<b>D3070</b>	Systems Testing & Balancing
<b>C1010</b>	Partitions	<b>D3090</b>	Other HVAC Systems &

<b>C1020</b>	Interior Doors		Equipment
<b>C1030</b>	Fittings	<b>D4010</b>	Sprinklers
<b>C2010</b>	Stair Construction	<b>D4020</b>	Standpipes
<b>C2020</b>	Stair Finishes	<b>D4030</b>	Fire Protection Specialties
<b>C3010</b>	Wall Finishes	<b>D4090</b>	Other Fire Protection Systems
<b>C3020</b>	Floor Finishes	<b>D2010</b>	Plumbing Fixtures
<b>C3030</b>	Ceiling Finishes	<b>D2020</b>	Domestic Water Distribution
<b>D1010</b>	Elevators & Lifts	<b>D2030</b>	Sanitary Waste
<b>D1020</b>	Escalators & Moving Walks	<b>D2040</b>	Rain Water Drainage
<b>D1090</b>	Other Conveying Systems	<b>D2090</b>	Other Plumbing Systems
<b>D3010</b>	Energy Supply	<b>F2010</b>	Building Elements Demolition
<b>D3020</b>	Heat Generating Systems	<b>F2020</b>	Hazardous Components Abatement
<b>D3030</b>	Cooling Generating Systems	<b>G2010</b>	Roadways
<b>D3040</b>	Distribution Systems	<b>G2020</b>	Parking Lots
<b>D3050</b>	Terminal & Package Units	<b>G2030</b>	Pedestrian Paving
<b>D3060</b>	Controls & Instrumentation	<b>G2040</b>	Site Development
<b>D3070</b>	Systems Testing & Balancing	<b>G2050</b>	Landscaping
<b>D3090</b>	Other HVAC Systems & Equipment	<b>G3010</b>	Water Supply
<b>D4010</b>	Sprinklers	<b>G3020</b>	Heat generating equipment
<b>D4020</b>	Standpipes	<b>G3030</b>	Storm Sewer
<b>D4030</b>	Fire Protection Specialties	<b>G3040</b>	Heating Distribution
<b>D4090</b>	Other Fire Protection Systems	<b>G3050</b>	Cooling Distribution
<b>D5010</b>	Electrical Service & Distribution	<b>G3060</b>	Fuel Distribution
<b>D5020</b>	Lighting and Branch Wiring	<b>G3090</b>	Other Site Mechanical Utilities
<b>D5030</b>	Communications & Security	<b>G4010</b>	Electrical Distribution
<b>D5090</b>	Other Electrical Systems	<b>G4020</b>	Site Lighting
<b>E1010</b>	Commercial Equipment	<b>G4030</b>	Site Communications & Security
<b>E1020</b>	Institutional Equipment	<b>G4090</b>	Other Site Electrical Utilities
<b>E1030</b>	Vehicular Equipment	<b>G9010</b>	Service and Pedestrian Tunnels
<b>E1090</b>	Other Equipment	<b>G9090</b>	Other Site Systems & Equipment
<b>E2010</b>	Fixed Furnishings		
<b>E2020</b>	Movable Furnishings		
<b>F1010</b>	Special Structures		
<b>F1020</b>	Integrated Construction		
<b>F1030</b>	Special Construction Systems		
<b>F1040</b>	Special Facilities		
<b>F1050</b>	Special Controls & Instrumentation		

- .1 **Inflation Values:** Adjust reported cost estimates to reflect inflation values. Do NOT present costs to the estimated start of construction, mid-point of construction or to present day values. Questions regarding the calculation of inflation values should be reviewed with the DPW Project Manager, Owner's Representative, and CMR.
  - .2 **Cost of the Work Estimate Reconciliation:** Upon 50% and 90% completion of Construction Document Phase the A/E's Cost of the Work Estimate shall be required to be reconciled with the CMR's Cost of the Work Estimate. In conjunction with the DPW PM, Owner's Representative, and CMR, the A/E, as directed by the Owner, shall take the appropriate action to correct and/or avoid potential cost overruns and make adjustments to their CD Phase Cost of the Work Estimate.
- 3.3.4 CMR Conversion of the Architect's Construction Documents into Bidding Documents Packages:** Upon completion of the "Construction Documents" (See Section 2, Definitions) and at the direction of DPW PM, the A/E shall provide the CMR with a complete set of Construction Documents. The CMR shall then convert the Construction Documents into logical, competitive, seamless, and distinct Subcontractor "Bidding Documents" (See Section 2, Definitions) Packages.
- 3.3.5 CMR Subcontractor Bidding Packages:**  
The CMR shall develop logical, competitive, unified and distinct Subcontractor Bid Packages with all scopes of work included in the packages.

#### **3.4 Bidding Phase:**

As a supplement to the requirements of Article VI of the Terms and Conditions – Attachment 1 of the Contract and Section 2.5.5, Bidding Phase of the Consultants Procedure Manual, the A/E shall be required to participate in the Bidding Phase as follows:

**3.4.1 CMR Subcontractor Pre Bid Conferences:**

The A/E and their appropriate Consultants shall be required to attend and participate in all CMR Subcontractor Pre Bid Conferences.

**3.4.2 Subcontractor Bid Addenda:**

During the Bidding Phase for each and every CMR Subcontractor Bid, the A/E shall prepare all addenda and clarification documents, interpret the Construction Documents, provide an evaluation of equals and substitution and shall cooperate with the CMR and assist Owner, as requested, in architectural determinations and procedures required during the bidding phase.

**3.4.3 Subcontractor Bid Scope Review Meetings:**

Upon determination of the Lowest Responsible Bidder for each Subcontractor Bid and prior to CMR's submittal of their Guaranteed Maximum Price (GMP) to the Owner the A/E shall attend Subcontractor Bid Review Meetings with CMR and the low bid trade contractor. For some of the trade bids, say 33% of the trades, additional scope review meetings will occur with the second low bidder. The meetings will include a verification that all major and important aspects of the design have been included in the low bid. This review will be hosted by the CMR and attended by DPW PM, the OR/CA and the design firm plus subconsultants as appropriate.

- .1 The State of CT is not allowed to negotiate as part of its CMR Lowest Responsible Bidder contracting process. Therefore, all and any discrepancies discovered during the Subcontractor Bid Scope Review Meetings must be performed within the Subcontractors low bid price as accepted by the State.
- .2 If provisions discovered by this Scope Review create a problem for the Subcontractor, that legal entity can withdraw their bid and choose to not sign the contract.

#### 3.4.4 GMP Proposal Review

When the CMR submits the GMP Proposal to the Owner, the A/E and their appropriate consultants shall review the GMP Proposal and the related "Assumptions and Conditions" and shall provide their comments and/or recommendations to the Owner for the Owner's consideration.

### **3.5 Post Bid Phase - Conformed Set of Bid Documents:**

Upon conclusion of the Bidding Phase and prior to the start of construction the A/E shall create a complete set of Conformed Set of Bid Documents (See Section 2, Definitions). The A/E shall sign, seal, and date their Conformed Set of Bid Documents. The Conformed Set of Bid Documents shall comply with the following requirements:

#### 3.5.1 Changes To Electronic Files:

The A/E shall maintain up-to-date electronic drawing and specification files throughout the Bidding Phase. Specifically, the A/E shall be responsible for incorporating the following changes into the master electronic drawing and specification files:

- .1 All Addendum Items issued during the official Bid Period after DPW's receipt of the A/E's "Construction Documents" (See Section 2, Definitions) and prior to the Owner's award of the CMR's GMP Amendment, for the purpose of correcting or clarifying the A/E's "Construction Documents".

#### 3.5.2 Conformed Set of Bid Documents:

The "Construction Documents" that contain all pre-award "Addenda" changes are known as the "Conformed Set of Bid Documents." The Conformed Set of Bid Documents must incorporate all changes exactly as indicated on the pre-award Addendum and shall **NOT** include any changes, revisions, and/or deletions that were not part of a pre-award Addendum. If there are any changes, revisions, and/or deletions needed that were **Not** part of a pre-award Addendum, the A/E shall notify the DPW PM in writing and submit "Proposal Request" as a separate document for a post-award construction modification. The A/E shall prepare the "Conformed Set of Bid Documents" documents as follows:

##### .1 Drawings:

Annotated with revision symbols to identify changes made by all "Addenda" changes shall contain the words "CONFORMED BID DRAWING." To avoid replotting unchanged sheets, "CONFORMED BID DRAWING" may be stamped on a paper copy of the unchanged original "Final Bid Drawings." Add "CONFORMED Bid Drawings in large letters on the Cover Sheet and shall be signed, sealed, and dated by the A/E. All changed drawings shall be replotted, signed, sealed, and dated by the A/E.

##### .2 Specifications:

Add "CONFORMED BID SPECIFICATION" and the date in the footer at the bottom of all Specification pages and in large letters on all of the Specification Cover Sheets that are signed, sealed, and dated by the A/E.

### **3.5.3 Submission of Conformed Set of Bid Documents:**

Prior to the start of Construction the A/E shall provide DPW with a copy of the Conformed Set of Bid Documents on a CD ROM for use by the CMR and their Subcontractors for use in preparing shop drawings, coordinating work, etc. When notified by DPW PM, the A/E shall provide the following:

- .1 Submissions to Owner and CMR:** Within 14 Calendar days of the notice to proceed (NTP) submit two (2) sets Conformed Bid Documents (Drawings) on CD ROMs and two (2) sets of Conformed Bid Documents (Specifications) on CD ROMs. Two (2) sets of hard copy, full size set Conformed Bid Documents (Drawings) and two (2) sets of hard copy Conformed Bid Documents (Specifications) with pages annotated as described above. All hard copy submittals shall be signed, sealed and dated by the A/E.
- .2 Submissions to Department of Public Safety (OSBI & OSFM) or DPW Code Unit:** Within 14 Calendar days of the NTP submit two (2) sets of hard copy, full size set Conformed Bid Documents (Drawings) and two (2) sets of hard copy Conformed Bid Documents (Specifications) with pages annotated as described above. All hard copy submittals shall be signed, sealed and dated by the A/E.

## **4.0 FTP SITE**

The A/E shall provide a File Transfer Protocol (FTP) Site for use during the Best Value Selection of the CMR Firm. This will include establishing the site and populating the site with the agreed-upon project documents. The A/E will provide a Table of Contents that exactly matches the site contents to the DPW PM. The Table of Contents shall be a MS WORD document.

The posted documents may be either:

- 4.1 the Approved Programming Documents, or
- 4.2 the Schematic Design Documents, or
- 4.3 other documents including the present CMR General Conditions, CMR General Requirements, the existing conditions information and other material as agreed by the DPW PM.

The A/E will provide the site access instructions and password to the DPW PM. The site will be maintained for six (6) months.

## **5.0 PRINCIPALS MEETINGS**

The A/E is advised that there will be principals meetings during the project duration. The Principal Meetings will be attended by the normal Project Management staff and the Principals of the primary firms involved in this capital project; i.e., the Design Firm, the CMR Firm, the O.R. Firm, the User Agency and the DPW. There will be two (2) meetings during Design, assume one at the start of Design Development, and one at the turnover of the Contract Documents. During active construction, there will be principals' meetings every four (4) months.

## 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 Johnette Tolliver, the agency's designated Equal Employment Opportunity Specialist at (860) 713-5394.

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

ATTACHMENT 1  
(11 pages)

STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC WORKS

FORM CS-3A  
February 3, 1998  
Last Revision June 15, 2011

TERMS AND CONDITIONS OF CONTRACT  
BETWEEN STATE AND ARCHITECT

**I. GENERAL**

The amount of the total construction budget noted in Paragraph 4 of this contract is to include all construction work and the connecting up of all existing utilities and related services; it is to include any other costs directly chargeable to the proper functioning of the building with the exception of the furnishing of equipment other than that which is usually built in as a component part of the building. This amount is not to be exceeded except by prior and express written permission from the State.

**II. ARCHITECT'S SERVICES**

- A. The Architect agrees to prepare and furnish documents as set forth in Article VI.
- B. The Architect agrees to become familiar with and follow the DPW provisions set forth in the "DEPARTMENT OF PUBLIC WORKS CONSULTANTS PROCEDURE MANUAL," which may be amended and/or supplemented current with the date of this contract. These guidelines and provisions are incorporated herein by reference and shall be as binding upon the parties to this contract as though fully set forth herein.
- C. The Architect shall consult with the Department of Public Works Project Manager to ascertain requirements of the project and consult with proper State authorities and inform himself as to specific institutional conditions that might affect his contemplated work or the hours or season of its execution, such as type of patients, use of adjacent areas, interruptions of institutional routine, etc. The drawings and specifications submitted by the Architect for review and approval by the State shall reflect consideration of those conditions requiring safeguards and precautionary measures in excess of usual practice.
- D. Should the Architect require the services of registered consultants at any time during the term of this contract, their names and qualifications shall be submitted to the State for approval. Such consultants shall provide evidence of their competence by affixing their seals on any drawings or specifications prepared by them or under their supervision. The Architect shall pay such approved registered consultants in proportion to payments received by the Architect as set forth in Article IV, and shall submit evidence of such payments upon request by the State.
- E. The Architect covenants and agrees that he shall perform his services under this contract in accordance with the standards and practices of his profession.
- F. Indemnification.

The Architect, 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 Architect in the performance of this contract; provided, however, that the Architect 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 Architect.

**III. INSURANCE**

The Architect 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 Architect must obtain statutory workers' compensation and employers' liability insurance, comprehensive automobile liability insurance, commercial general liability insurance

and professional services liability insurance to not less than the minimum limits as required in this article, all at no cost to the State.

A. Statutory Workers' Compensation and Employers' Liability:

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

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):

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

D. Professional Services Liability Insurance: The Architect shall furnish evidence by way of a certificate of insurance that it has obtained a professional services liability insurance policy with \$3,000,000.00 each occurrence and per aggregate minimum coverage for negligence and errors and omissions. If any claims are paid against its professional services liability insurance policy, the Architect agrees to purchase additional insurance in order to maintain the minimum coverage of \$3,000,000.00 each occurrence and per aggregate. The insurance shall remain in effect during the entire duration of the contract and for eight years after substantial completion of the project. For policies written on a "Claims Made" basis, the Architect agrees to maintain a retroactive date prior to or equal to the effective date of the contract. The Architect shall contractually require any structural engineering firm it hires to maintain professional liability insurance in the same amount and with the same provisions indicated above. The Architect's policy shall provide that it shall indemnify and save harmless the State and its officers, agents and employees from claims, suits, actions, damages and costs of every name and description resulting from negligence and errors and omissions in the work performed by the Architect under the terms of the 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, canceled, 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 that the State shall not be named as an additional insured with respect to the coverage for the statutory workers' compensation, automobile liability, and employer's 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.

#### IV. PAYMENT OF ARCHITECT'S FEE

- The State agrees to pay the Architect for the services herein described the total fee set forth in Paragraph 2 of this contract. 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 Architect has substantially changed as determined by the Commissioner of the Department of Public Works, hereinafter referred to as the Commissioner.
- Said fee includes all costs of living, transportation and communication, whether within or without the State of Connecticut, connected with the discharge of the Architect's duties under this contract unless express written notification to the contrary is received from the State.
- No payments shall be made until the materials submitted have been reviewed and approved by the Department of Public Works.

#### V. SPECIAL SERVICES

- Should it be necessary for the Architect to engage the services of a licensed land surveyor, geotechnical engineer or test boring firm for the purposes of this contract, the State shall reimburse the Architect for the

cost of such services and in addition shall also pay the Architect ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit. The Architect's selection of the consultant retained in connection therewith is to be submitted for approval.

- B. If, in the opinion of the State, any special technical service is required which is not usually furnished in architectural practice and which is not included in this contract, either expressed or implied by the nature of the work, then the State shall, in writing, authorize the service and the related cost. The Architect's selection of the consultant retained in connection therewith is to be submitted for approval. The State shall reimburse the Architect for the cost of any such services and in addition shall also pay the Architect ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.
- C. Should the Architect itself wish to perform special services as described in Sections A and B of this article, the Architect shall submit to the State a written quotation of the cost of its performing such services. The quotation shall not include, nor shall the Architect be paid for, an additional percentage of the cost for overhead and profit. The State shall decide whether to allow the Architect to perform the work with its own forces based on its quotation, and shall notify the Architect accordingly.
- D. If at any time during the term of this contract the State should require the Architect to make any substantial change in the size or scope of the work or require any substantial change in plan, design or specification which shall necessitate the preparation by the Architect of additional sketches, drawings or other documents, or the making of substantial changes in any other document already approved, or upon which substantial work had been done pursuant to instruction to proceed, then, and in such event, the Architect shall prepare the additional documents and make changes as required and shall be entitled to reasonable compensation therefor. The Commissioner shall determine the amount of such compensation and the manner of payment thereof. If the State should require any such substantial changes and if these should result in a change in the amount of the total construction budget noted in Paragraph 4 of this contract, said amount shall be considered changed to an amount determined by the Commissioner.

The above notwithstanding, should it be necessary for the Architect to prepare any such additional documents or make changes in the same for purposes of meeting the budget requirements of the project, and where an increase in the cost of labor and/or materials is not the governing factor, he shall perform such duties without receiving additional compensation.

In addition, if at any time during the term of this contract the State should request the Architect to reduce the scope of services originally agreed upon under this contract, the Architect shall then reduce said scope of services, as requested, and his fee shall be reduced by a fair and equitable amount determined by the Commissioner.

- E. For reuse by the State of the drawings and specifications prepared by the Architect under this contract, the Architect shall be paid a reasonable fee for such reuse plus a reasonable fee for making necessary changes to such drawings and specifications as may be required by job conditions. The Commissioner shall determine the amounts of such fees.

## **VI. SPECIFIC DOCUMENTS TO BE FURNISHED BY THE ARCHITECT WHEN AUTHORIZED**

### **A. Schematic Design Phase**

Pursuant to conferences with the State, designs shall be prepared by the Architect to encompass the general program of the project. These designs shall consist of small scale drawings, elevations, sections and outline specifications. All specifications shall be prepared in accordance with the CSI (Construction Specifications Institute) format. At this time the Architect shall make sufficiently accurate estimates to determine the feasibility of constructing the project within the funds available. At the beginning of the schematic design phase, the Architect shall engage his consultants as set forth in Section D of Article II. The Architect shall submit for review and approval the number of sets of drawings, specifications and detailed cost estimates as indicated in Paragraph 6 of this contract.

While preparing such drawings, specifications and detailed cost estimates, the Architect shall investigate any factors that may conflict with the use of the site as proposed, such as neighboring building lines, zoning regulations, sanitary codes, health and fire laws, local ordinances, etc., and shall report his findings thereon to the State when submitting schematic design phase drawings, outline specifications and detailed cost estimates.

If the estimate agreed to by the State and Architect exceeds the total construction budget noted in Paragraph 4 of this contract, or if the State and Architect cannot agree upon an estimate of the probable construction cost and the probable cost of construction as determined by the State exceeds both the Architect's estimate and the

total construction budget noted in Paragraph 4 of this contract, then the Architect shall make appropriate recommendations to the State for adjustments to the documents in regards to the project's scope, quality, or budget. At that time, the State shall have the right to require the Architect to modify the documents as the State deems necessary to bring the cost within the amount of the total construction budget noted in Paragraph 4 of this contract. The revisions shall be made without additional compensation to the Architect.

#### **B. Design Development Phase**

The Architect must receive written notice from the State to proceed with the design development phase before commencing the phase. The design development phase drawings shall show the extent of the site, location of the project on the site and the general disposition of the principal features and equipment embodied in the project, and shall be sufficiently developed so as to fix and illustrate the size and character of the project in all of its essential basic particulars as to kinds of materials, types of structure, and mechanical and electrical systems. All specifications shall be prepared in accordance with the CSI (Construction Specifications Institute) format. The Architect shall submit for review and approval the number of sets of drawings, specifications and detailed cost estimates as indicated in Paragraph 6 of this contract.

Submitted with the design development phase drawings and specifications shall be an estimate of the cost of construction predicated on the same, and broken down into the major sub-trades for the construction of the building, with separate figures for special items such as equipment, site work, and utility lines. Basic engineering and other drawings and specifications shall also be provided at this time by the engineers and other consultants working under the direction of the Architect.

If the estimate agreed to by the State and Architect exceeds the total construction budget noted in Paragraph 4 of this contract, or if the State and Architect cannot agree upon an estimate of the probable construction cost and the probable cost of construction as determined by the State exceeds both the Architect's estimate and the total construction budget noted in Paragraph 4 of this contract, then the Architect shall make appropriate recommendations to the State for adjustments to the documents in regards to the project's scope, quality, or budget. At that time, the State shall have the right to require the Architect to modify the documents as the State deems necessary to bring the cost within the amount of the total construction budget noted in Paragraph 4 of this contract. The revisions shall be made without additional compensation to the Architect.

At this phase, a rendered colored and framed perspective drawing shall be submitted together with three (3) 8" x 10" black and white photographs thereof.

As the drawings submitted during this phase are to form the basis of the whole concept of the project, they shall be reviewed by the State for conformance to functional and technical requirements of the project and approved by the State before the Architect proceeds to the next phase. It is understood, however, that such review and approval does not relieve the Architect from any responsibility arising out of the State's reliance on his professional skill and ability to discharge his services as required by this contract.

#### **C. Contract Documents Phase**

The Architect must receive written notice from the State to proceed with the contract documents phase before commencing the phase. The documents to be provided in this phase are a part of the construction contract and as such must explain in substantial detail the full scope of the work included in, and performed under, the construction contract. A final detailed estimate of the cost of construction, including unit prices, quantities, labor and materials, predicated on the contract documents phase drawings and detailed specifications, shall be included as a part of this phase. All specifications shall be prepared in accordance with the CSI (Construction Specifications Institute) format and in accordance with Part II of Chapter 60 of the Connecticut General Statutes, as revised, when applicable. The Architect shall submit for review and approval the number of sets of drawings, specifications and detailed cost estimates as indicated in Paragraph 6 of this contract. Such review and approval by the State does not relieve the Architect of responsibility arising out of the State's reliance on his professional skill and ability to discharge his services as required by the contract.

If the estimate agreed to by the State and Architect exceeds the total construction budget noted in Paragraph 4 of this contract, or if the State and Architect cannot agree upon an estimate of the probable construction cost and the probable cost of construction as determined by the State exceeds both the Architect's estimate and the total construction budget noted in Paragraph 4 of this contract, then the Architect shall make appropriate recommendations to the State for adjustments to the documents in regards to the project's scope, quality, or budget. At that time, the State shall have the right to require the Architect to modify the documents as the State deems necessary to bring the cost within the amount of the total construction budget noted in Paragraph 4 of this contract. The revisions shall be made without additional compensation to the Architect.

If the project involves either new construction and/or additions to an existing facility, the Architect will consult with the client agency and develop the first year estimated operating cost for the project's utilities including, but not limited to, heating, cooling, water and sewer.

All original final tracings shall, together with the specifications typed in letter quality print on one side of 8 1/2" x 11" white bond paper, be submitted by the Architect prior to the State's going to bid.

When the Architect has incorporated all comments and the documents are ready for bidding, the Architect will submit the tracings, master specifications, and a CD ROM disk of both to DPW. This submission will conclude the contract documents phase of the contract.

#### **D. Bidding Process**

In the event the Department of Public Works bids the contract drawings and specifications, the Architect shall, as part of the design services to be rendered for his established fee, include as much of his professional services as the State deems necessary for the well-being of the project and the efficient prosecution of the bidding process.

### **VII. ARCHITECT'S DUTIES DURING CONSTRUCTION**

- A. If the Architect's services during construction are requested as set forth in Subparagraph 2E of this contract, the Architect shall, as part of the services to be rendered for his established fee, include as much of his professional services and the services of his consultants as the State deems necessary for the well-being of the project and efficient prosecution of the construction work. The Architect shall not, however, be required to undertake continuous on-site observation of the work. If the Architect fails to perform such duties in a conscientious and reasonable manner, the State may exercise its right to terminate this contract as hereinafter provided in Article VIII.
- B. Additionally, it is understood and agreed to by the Architect and the State that, should the Architect's services during construction be requested, such services shall include, but not be limited to, the following:
1. observe the progress of construction in order to determine whether there appear to be any defects or deficiencies in the construction work or deviations from the drawings and specifications, including variations from the materials specified and the methods of construction authorized. The Architect shall not be required to guarantee the performance of the general contractor or his subcontractors;  
The Architect is obligated to immediately notify the DPW project manager, in writing, whenever any work is unsatisfactory, faulty or defective, or does not conform to the contract documents.
  2. attend job meetings as required, at which the Architect shall, on the basis of his visitations to the site and observations thereon, report on the progress of the work and make recommendations concerning the same; participate in monthly meetings with the general contractor to obtain information necessary to be able to update the as-built drawings.
  3. submit to the Department of Public Works on the fifteenth and last days of each month, in such form as directed by the State, observation-based reports regarding the progress of the work;
  4. examine submittals and furnish recommendations to the State concerning material and equipment, and review and report on the general contractor's proposals in connection with changes in the construction contract. These services are to be performed within five (5) calendar days of receipt of such proposals so as not to delay the work;
  5. review and return partial payment requisitions submitted by the general contractor within three (3) working days of the receipt of such submittals;
  6. review and comment on shop drawings submitted to him for review. This service is to be performed within five (5) working days of the receipt of such submittals unless the Department of Public Works assents to written notification of why this cannot be accomplished;
  7. within thirty (30) calendar days after receipt, record on the original final tracings and CAD disks returned to him after the construction contract award all changes made during the period of construction as furnished and recorded by the general contractor, and, at his expense, provide reproducible mylars and updated CAD disks to the State which reflect such changes. The mylars and CAD disks shall become the property of the State;
  8. fully cooperate with the Department of Public Works during the progress of the work.

- C. In the event that the time period of the construction contract is exceeded by more than 10% due to no fault of the Architect, the Architect may be paid for any additional services required beyond the 10% construction contract time overrun a reasonable fee to be determined by the Commissioner. The question of fault or no fault on the part of the Architect shall be determined by the Commissioner.

#### VIII. 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 Architect of a written notice of termination. The notice of termination shall be sent by registered or certified mail to the Architect's address as furnished to the State for purposes of correspondence, or by hand delivery. Upon receipt of such notice, the Architect shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Architect in performing his duties under this contract, whether completed or in progress. All such documents, information and materials shall become the property of the State.
- B. If the termination is for the convenience of the State, the Architect 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.
- C. If the termination is for reason of failure of the Architect to fulfill his contract obligations, the State may take over the work and prosecute the same to completion by contract or otherwise. In such event, the Architect shall be liable to the State for any additional costs occasioned to the State thereby.
- D. If after notice of termination for failure of the Architect to fulfill his contract obligations it is determined that the Architect had not so failed, the termination shall be deemed to have been effected for the convenience of the State. In such event, the Architect shall be entitled to reasonable compensation as provided in Section B of this article.
- E. If the Architect is a sole proprietor and the Architect should die during the term of this contract, this contract shall be considered terminated. In the event of such termination, the Architect'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 prepared under this contract. The Commissioner shall determine the amount of such payment.
- F. The rights and remedies of the parties provided in this article are in addition to any other rights and remedies provided by law or under this contract.

#### IX. SUSPENSION OF THE WORK

- A. The State, at any time, may suspend all or any part of the services of the Architect. In such event, the Architect shall be given three (3) days' notice of such suspension in writing by registered or certified mail to the Architect's address as given for correspondence purposes. The mailing of such notice shall preclude any claim on the part of the Architect as to failure to receive notice of such suspension.
- B. In the event of suspension by the State as noted above, the Architect 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 Architect 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 Architect 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 prepared pursuant to this contract.
- E. If the Architect 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 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.

## X. CONFIDENTIALITY OF DOCUMENTS

- A. The Architect agrees on behalf of the Architect and the Architect'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 Architect's work and duties under this contract. This limitation on use applies to those items produced by the Architect, as well as to those items received by the Architect from the Department of Public Works or others in connection with the Architect's work and duties under this contract.
- B. The Architect 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 Architect 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.

## XI. 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 "Architect."

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

- (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. This 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. 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. If Executive Orders 7C and 14 are applicable, they are deemed to be 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 Department shall provide a copy of these orders to the contractor.

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 to this contract as Exhibit B). 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. **Summary of State Ethics Laws.** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the contract as if the summary had been fully set forth in the contract

#### **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}.

#### **XII. WHISTLEBLOWING**

A. This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Architect takes or threatens to take any personnel action against any employee of the Architect in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Architect 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 this 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 State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Architect.

#### **XIII. ANNUAL CERTIFICATION**

If the aggregate value of this contract is \$50,000.00 or more, including all amendments and/or commission letters, then the Architect shall annually submit, on or within two (2) weeks of the anniversary date of the execution of this contract, a completed annual contract 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.

#### **XIV. SOVEREIGN IMMUNITY**

The parties acknowledge and agree that nothing in the Solicitation or the contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the contract. To the extent that this section conflicts with any other section, this section shall govern. This article of the contract shall survive the completion and/or termination of this contract.

#### **XV. STATE'S RIGHTS OF INSPECTION, AUDIT AND COLLECTION; MAINTENANCE OF RECORDS**

- (a) All services performed by and material supplied by the Architect under this contract shall be subject to the inspection and approval of the State at all times, and the Architect shall furnish all information concerning such material and services as may be requested by the State.
- (b) The Architect 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, Architect's, and, in the case of each subcontract, the applicable subcontractor's, performance hereunder. The Architect 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 Architect'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 Architect agrees to make all of its Records available for inspection and/or examination, and copying, 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 Architect'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 Architect at least twenty-four (24) hours notice of any intended inspections or examinations.
- (d) At the State's request, the Architect shall provide the State with hard copies of or electronic media containing any data or information in the possession or control of the Architect which pertains to the State's business or this contract.
- (e) The Architect 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 Architect 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 Architect 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.

#### **XVI. DISCLOSURE OF RECORDS**

This contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

**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](http://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.