STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC WORKS

Raeanne V. Curtis
Commissioner

November 23, 2010

Construction Administration Contract
for On-Call Services
Contract Number: OC-DPW-CA-0008

Mr. Perry Lorenz
A/Z Corporation
46 Norwich Westerly Road
North Stonington, CT 06359

Subject: Construction Administration Contract for On-Call Services

Dear Mr. Lorenz:

Your **Construction Administration Contract for On-Call Services** dated **November 5, 2010,** has been fully executed and approved by all concerned parties. We are forwarding herewith a copy of this contract.

Enclosed is Department of Public Works' government agency exemption certificate letter from the Department of Revenue Services. This certificate should be referenced when indicating that the Connecticut Sales and Use Tax does not apply to the subject project.

All invoices must be directed to the DPW Project Manager assigned to the project. Please submit invoices on your letterhead that include the following information:

- Vendor's name and remittance address, Vendor's FEIN or SSN
- Invoice date, Contract/Project name and number
- Section(s) of the contract to which the bill relates and the amount billed

If you should have any questions in regard to the above, please contact **Bruce Bockstael,** Chief Administrator of Client Teams, at **(860) 713-5630.**

Sincerely,

Camila H. Goolgar
Paralegal
Legal Services Division

Enclosure(s): Contract: **OC-DPW-CA-0008**
CERT-134
Government Agency Exemption Certificate

cc: State Properties Review Board w/copy of contract
Legal Services Division, DPW, w/ copy of contract
Bruce Bockstael, Administrator of Client Teams, DPW w/original contract
Glenn Knapsack, Project Accounting, DPW w/copy of contract
Rob Dexter, Process Unit, DPW
Patrick Nolan, Communications, DPW

165 Capitol Avenue, Hartford, CT 06106
An Equal Opportunity Employer

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS

ON-CALL CONSTRUCTION ADMINISTRATION CONTRACT

Contract Number: OC-DPW-CA-0008

This contract for construction administration services herein designated in connection with various infrastructure projects throughout the State of Connecticut is entered into this 5th day of November, 2010, by and between the State of Connecticut, hereinafter referred to as 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

A/Z Corporation

46 Norwich Westerly Road.

North Stonington, CT 06359

hereinafter referred to as the Construction Administrator;

WITNESSETH, that the State and the Construction Administrator, in consideration of the mutual covenants herein contained, do hereby agree as follows:

I. CONSTRUCTION ADMINISTRATOR RELATIONSHIP

The Construction Administrator shall act as the State's agent and covenants and agrees to perform all its services in accordance with the standards and practices of its profession. The Construction Administrator shall not have any conflicts of interest. The Construction Administrator shall be held to the highest standard of conduct in the performance of its duties, and must conduct itself so as to avoid even the appearance of any impropriety. The Construction Administrator is prohibited from accepting gratuities of any kind from any persons seeking work associated with this contract. The Construction Administrator shall staff the project with experienced and competent staff. It is understood that if the Construction Administrator requires additional staff to fulfill its obligations under this contract it shall provide such additional staff at no additional cost to the State.

II. FEES AND PAYMENTS

A. CONTRACT FEE

The maximum total cumulative fee allowed the Construction Administrator under this contract shall not exceed Five Hundred Thousand Dollars ($500,000.00). When approximately 75% of the fee set forth in this article has been expended, the Construction Administrator shall notify the State in writing of the amount of work completed to that date under this contract. Said notification shall include an itemization of all fees that have been paid to the Construction Administrator pursuant to the work. The Construction Administrator shall not be reimbursed for per diem expenses or travel expenses. If at any time during the term of any project assigned under this contract the State should require the Construction Administrator 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 Construction Administrator to do substantial work, then and in such event, the Construction Administrator shall prepare additional documents and make changes as required and shall be entitled to fair and equitable compensation therefor. The Commissioner of the DPW, hereinafter referred to as 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 for the project, said amount shall be considered changed to an amount determined by the Commissioner. The above notwithstanding, should it be necessary for the Construction Administrator to prepare any such additional documents or make changes in the same for purposes of meeting project requirements where increases in the cost of labor and/or materials are not the governing factor, the

Construction Administrator 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 Construction Administrator to reduce the scope of services originally agreed upon for any project assigned under this contract, the Construction Administrator shall then reduce said scope of services, as requested, and the Construction Administrator's fee for such project shall be reduced by a fair and equitable amount determined by the Commissioner. The Construction Administrator shall be entitled to a payment of Ten Dollars ($10.00) at the termination of this contract if at such time the Construction Administrator has not received any fee under this contract.

B. PROGRESS PAYMENTS

The State will make progress payments. Before the first progress payment becomes due, the Construction Administrator must prepare a breakdown of its fees specified in the task letter in a manner acceptable to the State. The breakdown amounts will be used to determine the amounts of the progress payments to be made. Before each payment is made the Construction Administrator must furnish proof of the quantity, value, and delivery of services. All materials and work covered by progress payments will be the sole property of the State. However, the progress payments do not relieve the Construction Administrator of responsibility for all materials and work for which payment has been made or for the restoration of any damaged work nor do the progress payments waive the right of the State to require fulfillment of all contract terms and conditions. If for reasons of incomplete scope, complexity, etc., a fixed fee cannot be determined by the Commissioner, the State shall compensate the Construction Administrator for services rendered under this contract on the basis of hourly rates for the personnel assigned to perform the services. An hourly rate shall not exceed a reasonable rate, as determined by the Commissioner, taking into consideration the skills and experience of the person providing the services. Hourly rate payments shall be made in accordance with the terms and conditions of each task letter. It is specifically understood that these hourly rate payments shall only apply for the period of time that the person is gainfully employed on projects assigned under this contract. Requests for payment shall be submitted on properly prepared State invoice forms with attachments showing actual hours worked, hourly rates applied, and any allowable additional direct costs included in the invoice forms. The Construction Administrator shall certify that each amount invoiced is both accurate and commensurate with the work performed for the State under this contract. The State reserves the right to periodically audit the Construction Administrator's financial and project records.

III. CONTRACT DURATION

This contract shall commence with the date this contract was entered into and shall expire on **December 20, 2012.** No new projects may be assigned on or after the expiration date, but all projects assigned prior to the expiration date will be allowed to continue to completion with all the terms and conditions of this contract herein set forth remaining in full force and effect. The term of this contract may be extended in writing by the Commissioner.

IV. TASK LETTERS

The scope of each project, duration of services, request for the provision of certain services specified in Article V and Article VI, respectively, schedule of deliverables, and the total fixed-fee compensation allowed shall be included in task letters prepared by the State for each project. Such task letters shall be issued during the time period set forth in Article III of this contract. Each task letter shall reference both a DPW project number and a task number specific to the project.

V. DUTIES AND SERVICES

The Construction Administrator shall consult with the DPW to ascertain the requirements of the project and consult with proper State authorities and inform itself as to specific institutional conditions that might affect contemplated work or the hours or season of its execution. The Construction Administrator shall familiarize itself with all project drawings, specifications, and addenda thereto, all hereinafter referred to as the contract documents. In accordance with State requirements, the Construction Administrator shall perform construction administration on construction projects designed by the DPW or other consultants employed by the State.

The Construction Administrator 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.

Prolog Project Management Requirements

DPW may use Meridian Systems Prolog Manager as the project management software tool for certain projects. If Prolog Manager is required for a particular project, then the Construction Administrator shall be responsible for the following:

a. The Construction Administrator (CA) is required to utilize Prolog Manager for the submission of their billings, utilizing the Consultant Payment Application form within Prolog Manager.
b. The CA is required to utilize Prolog Manager for the duration of the project and shall provide project document information via this program. This includes such information as Daily Reports (Daily Work Journal), Special Inspections, Testing, Safety Notices, Requests for Information, Project Meeting Minutes, Potential Change Orders, Change Orders, Project Correspondence, Submittal Tracking, Project Schedules, Issues (Action Items), Project Transmittals, Progress Photos, Closeout Log, etc.
c. The CA is required to purchase hosting services for one (1) individual to be utilized on the CT DPW Prolog Hosted System from Meridian Systems, through PSS Consulting Group and maintain the hosting services for the duration of certain projects. The cost for the hosting service fees ($90 per month X number of months = cost) shall be included by the CA in the cost for the particular project and stated in the task letter.
d. The CA shall arrange for training with DPW. This training will be conducted at DPW in conjunction with the Project Manager and DPW Prolog Staff. One day of training is to be provided by DPW.
e. The CA shall contact PSS Consulting Group, Inc., the authorized Meridian reseller, for the hosting services and training at http://www.pssgroup.com | david@pssgroup.com or Phone: (978) 440-7060 | Fax: (508) 653-5080.
f. DPW shall establish a project specific email "file" address for certain projects. The CA shall send an electronic "file" copy of all project documents to this email address, to include but not limited to all project correspondence, project emails, forms, etc.
g. The CA is required to scan all documents that contain wet (ink) signatures and send a copy of those documents electronically to the DPW Project Manager and the project specific email "file" address. The hard copy of the wet signature documents shall be transmitted as directed by the DPW Project Manager. This includes, but is not limited to all contracts, change orders, applications for payment, etc.

High Performance Building Standard Regulations and LEED Certification

Certain projects shall comply with the High Performance Building Regulations (RCSA 16a-38k-1 through 9), "the Regulations", and obtain Silver Certification under the Leadership in Energy and Environmental Design (LEED) certification program.

The Construction Administrator shall assist in the coordination of activities associated with meeting these requirements. The scope of these requirements is detailed in the *Connecticut Building Standard Guidelines Compliance Manual for High Performance Buildings*, *ASHRAE Guideline 0-2005* and the DPW *Capital Projects High Performance Buildings Guidelines*. The Construction Administrator shall have a LEED Accredited Professional as part of its primary team. The Construction Administrator's responsibilities associated with these requirements include, but are not limited to the following:

1. Participate in the Owner's Project Requirements development workshop(s).
2. Coordinate participation by agency facilities operation during commissioning activities in the design, testing, training phases as appropriate.
3. Review and comment on changes to the Owner's Project Requirements.
4. Review the Commissioning Agent's progress reports.

Commissioning Agent (CxA): If required by DPW, the Construction Administrator shall retain as its sub-consultant a Commissioning Agent. The CxA shall meet the minimum qualifications as established by DPW in Exhibit A, and shall be acceptable to DPW. The CxA will perform the scope of work identified in the task letter in conjunction with the project scope detailed in the task letter. The Construction Administrator shall be compensated for the cost of the Commissioning Agent plus five percent (5%) of such cost for the Construction Administrator's overhead and profit.

The Construction Administrator shall provide a written evaluation of the CxA's performance to date utilizing DPW's form and criteria at the completion of Design Development, Construction Documents, 50% Construction and 100% Construction.

Each phase will commence when written notice to proceed is issued by the Department of Public Works (DPW). The Construction Administrator shall not commence any phase work under a task letter until the Construction Administrator receives written authorization to proceed from the DPW Project Manager.

If the Construction Administrator observes that the scope of work, construction cost, or any other relevant documentation is at variance with the requirements of the project, the Construction Administrator shall promptly notify in writing the architect and the State.

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

A. PRE-DESIGN PHASE

1. Master Schedule:

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

   The initial schedule will contain an estimate of construction time and the architect's design schedule, and other tasks related to the project (such as permits, demolition, surveys, etc.), and shall be reviewed by the Construction Administrator at the completion of the pre-design phase. Prior to the start of the schematic design phase, the DPW will update the schedule based on the Construction Administrator's comments and an updated design schedule from the architect. This schedule will become the basis upon which the Construction Administrator shall create its initial master schedule.

2. Budget Cost Analysis:

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

3. Submittals:

   The Construction Administrator shall submit to DPW copies of a report containing comments on the review of the initial DPW schedule and the pre-design phase construction cost estimate.

B. PRELIMINARY EVALUATION

1. At the option of the State, the Construction Administrator shall provide a preliminary evaluation of the State's program and project budget requirements each in terms of the other.

2. The Construction Administrator shall review and become familiar with previous project decisions and planning.

C. SCHEMATIC DESIGN PHASE

1. Document Review Reports:

   The Construction Administrator shall prepare a "Document Review" report describing the results of its review of the project plans, manual, and any other pertinent information at the end of each phase (schematics, design development, and contract documents).

2. Constructability Review and Reporting:

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

   a) The project area, to become familiar with on-site conditions.
   b) As-built drawings.
   c) Proposed mechanical, electrical, and plumbing (MEP) systems overview.
   d) Soil conditions based upon the geo-technical report provided by the architect.
   e) For certain projects, sustainable design strategies including LEED Silver certification and the client agency's policies and standards for healthy buildings.
   f) Phasing requirements, if any.

3. Preliminary Field Operation Analysis:

   The Construction Administrator will perform the necessary investigation and planning in advance of preparing a plan of preliminary findings for project access strategy during construction. The analysis will be refined in the design development and contract documents issue phases. The plan will include, but not be limited to, the review of the following:

   a. Staging of work.
   b. Temporary walks.
   c. Means of egress and fall protection.
   d. Temporary partition schemes.
   e. Field operation locations.
   f. Temporary field utility usage and feeds.

4. Master Schedule:

   At the start of the schematic design phase, the Construction Administrator will be given a copy of the updated DPW initial schedule as described in the pre-design phase.

   The Construction Administrator will then create its master schedule based on the DPW's initial schedule. Utilizing CPM-based software, the Construction Administrator will assign a duration and relationship to each task, add or delete tasks, identify the logic of interrelationships and milestones, and perform schedule management activities to identify the project's critical path and timeline. The master schedule shall include all tasks from the pre-design phase through design, construction, and project closeout.

   Items to be identified during subsequent refinements include milestones for departmental occupancy, shop drawing and Construction Administrator reviews, special support services, mobilization and demobilization, long lead item purchases, and float times.

5. Construction Cost Estimate:

   Upon review of submitted schematic design documents, the Construction Administrator will prepare and distribute the second of five construction cost estimates for the four design phase submissions (pre-design, schematic design, design development, and contract documents).

As the design detail advances, the cost estimates will correspondingly reflect greater detail in the quantitative and qualitative analyses. A current cost data base will be utilized in conjunction with actual quantity takeoffs, knowledge of material and subcontractor availability, manpower and off-hour shift studies, weather considerations, and experience with systems and finishes on similar projects. Input from various trade contractors and vendors will also be sought. The format for this and subsequent estimates will utilize the standard Construction Specifications Institute (CSI) format.

After the submission of each phase construction cost estimate, the Construction Administrator will participate in the reconciliation of any differences between its cost estimate and that of the architect.

6. Action Item Agendas:

   The Construction Administrator shall provide the "Action Item Agenda" reports to monitor the significant issues discussed at meetings and having an impact on the Project Schedule or budget, and to track the resultant activity. Typical issues will include, but are not limited to, programming, timetables, information requests by the Project consultants or end users, alternative systems data, unit costs, items to be concluded, etc. The "Action Item Agenda" report will be included with all Project progress meeting reports.

7. Value Engineering/Cost Reduction Alternatives:

   The Construction Administrator will identify and recommend alternative materials, products, systems, equipment, or methods that could lead to project cost savings. These recommendations shall be identified in a timely manner so as not to impede the architect's design schedule. Impact on the construction schedule and sequencing will be analyzed and reported. The process shall facilitate the selection of building systems by analyzing each system's impact on the project's construction budget and schedule and on the long-term operating costs of the project.

8. Site Conditions:

   The Construction Administrator will evaluate the budget and schedule impact of known soils, subsurface geology, groundwater, unsuitable material, rocks, topsoil re-use, milled pavement, and associated site elements. In addition, the Construction Administrator will evaluate the impact of any easements, site restrictions, and the possible removal or relocation of existing equipment or buildings.

9. Materials Review:

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

10. Systems Review:

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

11. Space Requirements:

    The Construction Administrator will conduct a review of the adequacy of space allotments for maintenance of mechanical, telephone, and fire protection equipment.

12. Submittals:

    The Construction Administrator shall submit to DPW a bound report, in 8½-inch by 11-inch format, containing all necessary information, including schedules, reports, analyses, and estimates.

D. DESIGN DEVELOPMENT PHASE

1. The Construction Administrator shall update previously described tasks:

   a) Action Item Agendas.
   b) Document Review Reports.
   c) Constructability Reviews and Reporting.
   d) Project Phasing Review (if applicable)
   e) Advanced Field Operation Analysis.
   f) Schedule Refinement.
   g) Budget Refinement.

2. Value Engineering:

   The Construction Administrator will identify and recommend alternative materials, products, systems, equipment, or methods that could lead to project cost savings. In addition, the Construction Administrator shall analyze furniture, computer, telecommunications, and finish systems not previously available.

3. Construction Cost Estimate:

   Following issuance of design development documents, the Construction Administrator will prepare and issue the third of five construction cost estimates. The estimate shall be derived from actual takeoffs, subcontractor and vendor input, and material and labor cost data. All quantitative systems information shall be provided in detail. The Construction Administrator will immediately notify the DPW Project Manager if and when it becomes apparent the construction budget is exceeding the established budget (including inflation through construction) for the building and sitework.

4. Submittals:

   The Construction Administrator shall submit to DPW a bound report, in 8½-inch by 11-inch format, containing all necessary information, including schedules, reports, analyses, and estimates.

E. CONTRACT DOCUMENTS PHASE

1. **50% Contract Documents Phase Review:**

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

      1. Action Item Agendas.
      2. Constructability Reviews and Reporting.
      3. Project Phasing Review (if applicable)
      4. Advanced Field Operation Analysis.
      5. Schedule Refinement.
      6. Budget Refinement.

   b) Construction Cost Estimate:

   At 50% completion of the contract documents, the design team will present and submit copies of the project plans and manual. The Construction Administrator will prepare and issue the fourth of five construction cost estimates. The estimate shall be derived from actual takeoffs, subcontractor and vendor input, and material and labor cost data. All quantitative systems information shall be provided in detail.

   c) Value Engineering

   The Construction Administrator will identify and recommend alternative materials, products, systems, equipment, or methods that could lead to project cost savings. In addition, the Construction Administrator shall analyze furniture, computer, telecommunications, and finish systems not previously available.

d) **Submittals:**

The Construction Administrator shall submit to DPW a bound report, in 8½-inch by 11-inch format, containing all necessary information, including schedules, reports, analyses, and estimates.

2. 100% Contract Documents Phase Review:

a) The Construction Administrator will work closely with the design team during this phase in order to submit its reports concurrently with the final contract documents from the design team. The Construction Administrator shall update previously described tasks:

- Action Item Agendas.
- Document Review Reports.
- Constructability Reviews and Reporting.
- Advanced Field Operation Analysis.
- Project Phasing Review (if applicable)
- Schedule Refinement.
- Budget Refinement.

b) Construction Cost Estimate:

At 100% completion of the contract documents, the design team will present and submit copies of the final project plans and manual. The Construction Administrator will prepare and issue the fifth and final of five construction cost estimates. The estimate shall be derived from actual takeoffs, subcontractor and vendor input, and material and labor cost data. All quantitative systems information shall be provided in detail.

c) Review Division 1 General Requirements:

Attend meetings and work sessions with owner, agency, and architect to recommend changes to the *General Conditions of the Contract for Construction* and *Division 1 General Requirements* and edit the Division 1 general requirements to make them project specific.

d) Document Review:

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

e) Submittals:

The Construction Administrator shall submit to DPW a bound report, in 8½-inch by 11-inch format, containing all necessary information, including schedules, reports, analyses, and estimates.

F. BID PHASE

During the bid phase, the Construction Administrator shall:

1. Recommend changes to bid format instructions and working procedures to clarify alternate bids, supplemental bids, and unit price requests or materials supplied by others.
2. Participate in pre-bid conferences, route inquiries to the proper source for clarification, and recommend the issuance of addenda if appropriate.
3. Upon receipt of bids, participate with DPW in substantiating bidder qualifications and participate in the review of bid proposals to assure that they contain the intended value and scope required of the bidding documents.

G. CONSTRUCTION PHASE

1. Schedule

The Construction Administrator shall review and approve the initial critical path method schedule submitted to the State by the general contractor. The Construction Administrator shall review the schedule for compliance with the contract documents and inform the State of any deficiencies. The Construction Administrator shall record, monitor, review, and provide recommendations to the State on the shop drawings submittals' and procurement schedules' conformance with the contract documents and project conditions. During the progress of construction, the Construction Administrator shall obtain from the general contractor updated monthly schedules. It shall review them to identify potential variances from the scheduled completion dates. It shall also approve and review schedules for parts of the work not started or incomplete and recommend to the DPW and the general contractor adjustments (recovery schedules) in the schedules to meet the construction completion dates. It shall also provide monthly updated status reports documenting all changes to the master precedence network construction schedule and provide an impact analysis of any variances to the master precedence construction schedule.

2. Supervision and Inspection

The Construction Administrator shall inspect all work of the general contractor, subcontractors, and any additional service providers for compliance with the contract documents. The Construction Administrator shall review the shop drawings for compliance with the contract documents without assuming any of the liabilities or responsibilities of the architect for the project, hereinafter referred to as the Architect, or perform any construction work with its own forces, without the express, written consent of the Commissioner. The Construction Administrator shall act as the State's liaison with the general contractor for the project. It shall assist in understanding the intent of the contract documents. It shall assist in obtaining from the State additional details or information when required for proper execution of the work. The Construction Administrator shall also perform the following:

a. The Construction Administrator shall conduct on-site daily inspections and monitor the work in progress to assist the DPW in determining if the work is in general proceeding in accordance with the contract documents.

b. The Construction Administrator shall report to the DPW whenever any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise the DPW and the general contractor of work that it believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

c. The Construction Administrator shall verify that tests, equipment and systems start-ups, and operating and maintenance training are conducted in the presence of appropriate personnel, and that the general contractor maintains adequate records thereof; and observe, record, and report to the DPW and the Architect appropriate details relative to the test procedures and start-ups.

d. The Construction Administrator shall report to the Architect when clarifications and interpretations of the contract documents are needed. Clarifications and interpretations issued by the Architect shall be transmitted to the general contractor by the Construction Administrator after review thereof by the Construction Administrator.

e. The Construction Administrator shall consider and evaluate the general contractor's suggestions for modifications to the drawings or specifications and report its related recommendations to the Architect and the DPW. The Construction Administrator shall then transmit to the general contractor decisions issued by the Architect.

f. The Construction Administrator shall review the safety program for the project provided by the general contractor. The Construction Administrator shall notify the general contractor and the DPW in writing of any violations of the safety program. The Construction Administrator shall stop the construction work if it perceives that a life-threatening situation exists.

3. Project Meetings

The Construction Administrator shall provide and keep a log of all meeting minutes for meetings that it attends. The Construction Administrator shall establish and monitor project meetings, which meetings shall include, but not be limited to, the following:

a. Meetings of the State, Architect, affected agency, and Construction Administrator. The actual frequency of the meeting shall be determined by the DPW Project Manager.

b. Weekly coordination and review meetings of the Construction Administrator and the general contractor.

c. All other meetings that State officials may require.

4. Documentation, Records, and Reporting

a. The Construction Administrator shall maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work-directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, Architect clarifications and interpretations of the contract documents, progress reports, and other project related documents. The Construction Administrator shall verify periodically that the general contractor is keeping a full set, at the job site, of the contract documents and the corrections and clarifications made to them. The Construction Administrator shall monitor and review the as-builts before submittal of such to the Architect for review.

b. The Construction Administrator shall keep a diary or log book recording the general contractor's hours on the job site, weather conditions, data relative to questions of work-directive changes, change orders or changed conditions, names of job site visitors, daily activities, decisions, observations in general, and specific observations in detail as in the case of observing test procedures; and send copies to the Architect.

c. The Construction Administrator shall record the names, addresses, and telephone numbers of the general contractor, subcontractors, and major suppliers of materials and equipment.

d. The Construction Administrator shall maintain a weekly photo log of events of any major activity.

e. The Construction Administrator shall prepare and provide to the State and the Architect monthly progress reports. Each monthly progress report shall include all items monitored for the past month and their relationship to the overall project including any recommendations.

f. The Construction Administrator shall examine submittals made by the general contractor 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 work. These services are to be performed within five (5) calendar days of receipt of such proposals so as not to delay the work. In the event that the incorporation of an approved substitution into the work will require revisions or additions to the contractual requirements, the Construction Administrator shall review and monitor all costs of such revisions or additions.

5. Change Orders

The Construction Administrator shall review, keep a log of and monitor all the approval processes for the requests for change orders received from the general contractor ensuring the inclusion of all back-up material. The Construction Administrator shall review the Architect's recommendation for any change order. The Construction Administrator shall perform an independent cost estimate and analysis including activity duration and schedule impact regarding the general contractor's change order request. The Construction Administrator shall forward its recommendation, along with the Architect's recommendation, to the State for approval. If requested by the State, the Construction Administrator shall negotiate the change order between the general contractor and the State. Negotiations shall include work to be performed, duration, cost, and schedule impact. All negotiation sessions shall have a written record of the meetings and exchanges prepared by the Construction Administrator for transmission to the State. The written record shall include inspection reports, progress reports, instructions given, a

record of the general contractor's and the affected agency's statements, records of existing conditions, test reports, photographs, and a summary report on the merits of the requested change order.

6. Construction Budget

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

7. Project Close out

The Construction Administrator shall receive and review as-built drawings and submit them, if they are proper, to the Architect to produce the record drawings on mylars. Prior to the recommendation of final payment to the general contractor, the Construction Administrator shall receive and review, for completeness and compliance with the contract documents, maintenance and operation manuals, schedules, warranties and guarantees, bonds, and certificates of inspections, tests, and approvals. The Construction Administrator shall, in conjunction with the DPW and the Architect, who shall prepare a punch list, conduct an inspection to determine if the construction work is in compliance with the contract documents and is also in compliance with the State's life safety code. The Construction Administrator shall observe whether all items on the punch list have been completed and make recommendations to the Architect and the DPW concerning acceptance of the work. The Construction Administrator shall monitor the general contractor's progress and upon completion of the general contractor's work shall recommend that a final inspection be performed. The Construction Administrator shall then, in conjunction with the DPW and the Architect, perform a final inspection of the work. Contingent on this final inspection revealing the proper completion of the work, the Construction Administrator shall recommend in writing to the DPW acceptance of the work and final payment to the general contractor.

8. Payments to General Contractor

The Construction Administrator shall review and, if appropriate, recommend for approval all of the general contractor's applications for payments. The Construction Administrator shall process such applications in accordance with the DPW's procedures and accounting requirements ensuring that the applications for payment include the Architect's signature and concurrence on the progress of the construction work. The Construction Administrator shall monitor the general contractor's payments made to its subcontractors and report to the DPW on any potential irregularities.

9. Claims and Disputes

The action taken, services rendered, and data gathered by the Construction Administrator during contract administration are key elements with regard to construction claims. Upon direction of the Commissioner, the Construction Administrator shall perform the following:

a. Administer the construction contract fairly and in accordance with the contract terms and conditions.

b. Identify potential problems, evaluate the conditions involved, coordinate with the general contractor and Architect to prevent or minimize problems.

c. Refute promptly, in writing, any written statements by the general contractor that are not correct.

d. Keep in a separate file complete documentation of claims or potential claim activities.

VI. ADDITIONAL SERVICES

If, in the opinion of the State, any service is required which is not usually furnished in construction administration practice and which is not included in this contract, either expressed or implied by the nature of the service, then the State shall, in writing, authorize the service and the related cost. The Construction Administrator's written selection of any service provider for retention under this article is to be submitted for approval by the State. The Construction Administrator shall adequately support, in writing to the State, its recommendations as to its selection of any such service provider. Any registered consultants retained under this article shall provide evidence of their competence by affixing their seals on any work prepared by them or under their supervision.

The State shall reimburse the Construction Administrator for the cost of any services provided under this article and in addition shall also pay the Construction Administrator five percent (5%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit. When the Construction Administrator requests the need for any additional services provided under this article there shall be a minimum of three (3) written proposals obtained and forwarded to the State for approval. Should the Construction Administrator personally wish to perform any such additional services, the Construction Administrator shall submit to the State a written quotation of the cost of so performing such services. The quotation shall not include, nor shall the Construction Administrator be paid in connection with performing any such additional services, any amounts for overhead and profit..

VII. OWNERSHIP OF WORK

It is mutually agreed and understood that all finished and unfinished documentation prepared pursuant to this contract shall become the exclusive property of the State, and that the State shall have the right to immediate possession and use thereof. The State agrees that all such documentation is not to be altered by others and is to be used only in conjunction with the project for which it was prepared unless written consent is obtained from the Construction Administrator. Such consent will not be withheld provided the State agrees that upon any alterations of the Construction Administrator's documents by others, or upon reuse of the documents for any other project, the Construction Administrator will be relieved by the State of any and all responsibility arising out of such alterations or reuse or in connection therewith. The provisions of this article shall survive the termination of this contract and shall thereafter remain in full force and effect.

VIII. INSURANCE

The Construction Administrator for the duration of this contract, including any extension term, must carry insurance to protect the interest of the State. The Construction Administrator 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: Bodily injury by illness:	 $100,000 each accident $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. The Construction Administrator shall furnish evidence by way of a certificate of insurance that he/she/it has obtained a professional services liability insurance policy with $1,000,000.00 minimum coverage for negligence and errors and omissions. The insurance shall remain in effect during the entire duration of this contract, including such additional time period as may be necessary to complete specific projects, as hereinbefore set forth, and for eight years after substantial completion of the project. The policy shall provide that it shall indemnify and save harmless the State and its officers, agents, and employees from claims, suits, actions, damages, and cost of every name and description resulting from negligence and errors and omissions in the work performed by the Construction Administrator under the terms of this contract.

Each of the policies for such kinds of insurance mentioned above shall be issued by an insurance company or companies satisfactory to the DPW and shall contain a provision that coverages will not be changed, cancelled, or non-renewed until at least sixty (60) calendar days' prior written notice has been given to the DPW. Each

insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance. Such insurance policies shall name the State as an additional insured, except that the State shall not be named as an additional insured with respect to the coverage for the statutory workers' compensation, automobile liability, and employers' liability insurance and to the coverage for professional liability insurance. Certificates of insurance showing such coverages as required in this article shall be filed with the DPW prior to the time this contract is executed on behalf of the State.

IX. INDEMNIFICATION

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

X. NONPERFORMANCE

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

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

XI. SUSPENSION OF THE WORK

A. The State, at any time, may suspend all or any part of the services of the Construction Administrator. In such event, the Construction Administrator shall be given seven (7) days' notice of such suspension in writing by registered or certified mail to the Construction Administrator's address as given for correspondence purposes. The mailing of such notice shall preclude any claim on the part of the Construction Administrator as to failure to receive notice of such suspension.

B. In the event of suspension by the State as noted above, the Construction Administrator shall be entitled to such compensation as the State 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 Construction Administrator pursuant to this contract shall be applied as payment on the fees for 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 Construction Administrator 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 Construction Administrator 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.

XII. 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 effective by delivery to the Construction Administrator of a written notice of termination. The notice of termination shall be sent by registered or certified mail to the

Construction Administrator's address as furnished to the State for purposes of correspondence, or by hand delivery. Upon receipt of such notice, the Construction Administrator 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 Construction Administrator in performing its duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State.

B. If the termination is for the convenience of the State, the Construction Administrator 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 Construction Administrator to fulfill its contract obligations, the State may take over the work and prosecute the same to completion by contract or otherwise. In such event, the Construction Administrator 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 Construction Administrator to fulfill its contract obligations it is determined that the Construction Administrator had not so failed, the termination shall be deemed to have been effected for the convenience of the State. In such event, the Construction Administrator shall be entitled to reasonable compensation provided in Section B of this article.

XIII. SUCCESSORS AND ASSIGNS

If the Construction Administrator is a sole proprietor and the Construction Administrator should die during the term of this contract, this contract shall be considered terminated. In the event of such termination, the Construction Administrator'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. The Construction Administrator shall not assign, sublet, or transfer any rights under or interest in this contract without the written consent of the State. No assignment will release or discharge the Construction Administrator from any duty or responsibility under this contract. The Construction Administrator shall be responsible to the State for acts and omissions of its own employees and any of its service providers hereinbefore mentioned and their employees.

XIV. FORCE MAJEURE

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

XV. WAIVERS

All conditions, covenants, duties, and obligations contained in this contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal and/or equitable remedies to that party.

XVI. SEVERABILITY

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

XVII. ENTIRE CONTRACT

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.

XVIII. GOVERNING LAWS

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

XIX. CONFIDENTIALITY OF DOCUMENTS

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

B. The Construction Administrator 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 Construction Administrator 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.

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

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

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

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

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

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

(b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(f) The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

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

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities

with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

(h) The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

B. Executive Orders. The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

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

2. The State Contracting Standards Board may review this contract and recommend termination of the contract for a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes, or wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

3. This contract may be cancelled, terminated or suspended by DPW or the State Labor Commissioner for violation of or noncompliance with Executive Orders No. Three or Seventeen or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not party to this contract. The State Labor Commissioner shall have continuing jurisdiction regarding contract performance concerning nondiscrimination and listing all employment openings with the Connecticut State Employment Service until the contract is completed or until the contract is terminated prior to completion.

4. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the contractor will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

5. This contract may be cancelled, terminated, or suspended by DPW or the State for violation of or noncompliance with Executive Order Sixteen. In addition, the contractor agrees to include a copy of Executive Order Sixteen, and the requirement to comply with said order, in all contracts with its contractors, subcontractors, consultants, subconsultants and vendors.

C. This contract is subject to the provisions of the Department of Public Works Sexual Harassment Policy ("Policy") and, as such, the contract may be cancelled, terminated, or suspended by the State in the event that the contractor, its employees, contractors, subcontractors, consultants, subconsultants, or vendors engage in behavior prohibited by the provisions of the Policy (a copy of the Policy is attached hereto as **Exhibit 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. The Summary of State Ethics Laws posted on the DPW home page (http://www.ct.gov/dpw/site/default.asp), and as may be revised from time to time, is incorporated herein by reference as if fully set forth herein. This Summary may be found by clicking on "Ethics Affidavits & Legal Forms."

E. Campaign Contribution Restriction Provision

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

XXI. LARGE STATE GOVERNMENT CONTRACTS

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

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

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

C. Each large state contractor shall post a notice of the provisions of Section 4-61dd relating to large state contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

XXII. ANNUAL CERTIFICATION

If the aggregate value of this contract is $50,000.00 or more, including all amendments and/or commission letters, then the Construction Administrator 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.

XXIII. APPROVAL OF THE STATE PROPERTIES REVIEW BOARD

As provided in Connecticut General Statutes Section 4b-23(i), it is essential for the Construction Administrator contracting with the Department of Public Works to understand that the approval of the State Properties Review

Board must be granted before the Construction Administrator's task can begin. By providing service without a properly executed task letter under this contract, the Construction Administrator accepts the risk that payment will not be made by the State of Connecticut.

XXIV. EFFECTIVE DATE OF CONTRACT

This contract shall become effective 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.

XXV. SOVEREIGN IMMUNITY

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

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

(a) All services performed by and material supplied by the Construction Administrator under this contract shall be subject to the inspection and approval of the State at all times, and Construction Administrator shall furnish all information concerning such material and services as may be requested by the State.

(b) The Construction Administrator 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, Construction Administrator's, and, in the case of each subcontract, the applicable subcontractor's, performance hereunder. The Construction Administrator 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 Construction Administrator'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 Construction Administrator 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 Construction Administrator'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 Construction Administrator at least twenty-four (24) hours notice of any intended inspections or examinations.

(d) At the State's request, the Construction Administrator shall provide the State with hard copies of or electronic media containing any data or information in the possession or control of the Construction Administrator which pertains to the State's business or this contract.

(e) The Construction Administrator 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 Construction Administrator 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 Construction Administrator shall incorporate the provisions of this Section, including this subsection (h), verbatim into any contract or other agreement it enters into with any subcontractor under this contract.

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

Attested by:

Holly J. Hart
Witness Holly J. Hart

Diane M. Chace
Witness Diane M. Chace

State of Connecticut

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

Date signed: 11-5-10

Attested by:

Deborah Clark
Witness DEBORAH CLARK

Greg R. Cox
Witness Greg R. Cox

A/Z Corporation

By: Perry Dorenz
Print name: PERRY DORENZ
Its PRESIDENT, Duly Authorized

Date signed: 10/22/2010

Approved as to form:

Attorney General

Date signed: 11/19/10

Exhibit A

COMMISSIONING AGENT

The Commissioning Agent or its staff designated for a project shall satisfy the following requirements:

1. Has acted as the principal Commissioning Agent for at least three projects of relative size and complexity to the assigned project over the past three (3) years.
2. Has had recent extensive experience with sustainable design and construction projects, specifically LEED projects.
3. Possesses extensive knowledgeable in building operation and maintenance training.
4. Possesses extensive experience with operation and trouble shooting of Heating/Ventilation/Air Conditioning (HVAC) systems and energy management systems.
5. Is knowledgeable in testing and balancing of various media systems.
6. Has experience with high performance system design and HVAC control strategy optimization.
7. Possesses excellent verbal and written communication skills; is highly organized; and is able to interact effectively with designer professionals, owner and contractor's project management staff as well as technicians and tradesmen.
8. Has extensive experience in writing commissioning specifications.
9. Has staff designated for this project who are licensed by the State of Connecticut as Professional Engineers in mechanical or electrical engineering. Trade and contracting licensure is also desirable.
10. The Commissioning Agent staff shall be certified in building commissioning by the Building Commissioning Association or the Association of Energy Engineers.

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

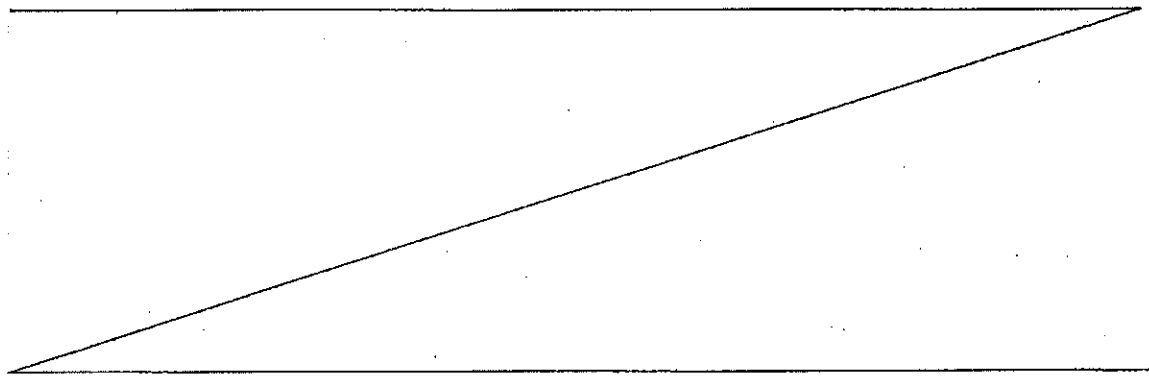
Sexual harassment is a particular type of sex discrimination. Like all sexual discrimination, it is illegal. It violates high standards of honesty, integrity, impartiality and conduct required of all sections of the Department of Public Works. It also interferes with and impedes work productivity.

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.



STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION
20 Trinity Street Hartford, Connecticut 06106–1628

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC WORKS

Raeanne V. Curtis
Commissioner

November 23, 2010

Construction Administration Contract
for On-Call Services
Contract Number: OC-DPW-CA-0009

Ms. Petina Killiany
ARCADIS U.S., Inc.
213 Court Street
Middletown, CT, 06457

Subject: Construction Administration Contract for On-Call Services

Dear Ms. Killiany:

Your **Construction Administration Contract for On-Call Services** dated **November 5, 2010,** has been fully executed and approved by all concerned parties. We are forwarding herewith a copy of this contract.

Enclosed is Department of Public Works' government agency exemption certificate letter from the Department of Revenue Services. This certificate should be referenced when indicating that the Connecticut Sales and Use Tax does not apply to the subject project.

All invoices must be directed to the DPW Project Manager assigned to the project. Please submit invoices on your letterhead that include the following information:

- Vendor's name and remittance address, Vendor's FEIN or SSN
- Invoice date, Contract/Project name and number
- Section(s) of the contract to which the bill relates and the amount billed

If you should have any questions in regard to the above, please contact **Bruce Bockstael,** Chief Administrator of Client Teams, at **(860) 713-5630.**

Sincerely,

Jamila H. Goolgar
Paralegal
Legal Services Division

Enclosure(s): Contract: **OC-DPW-CA-0009**
CERT-134
Government Agency Exemption Certificate

cc: State Properties Review Board w/copy of contract
Legal Services Division, DPW, w/ copy of contract
Bruce Bockstael, Administrator of Client Teams, DPW w/original contract
Glenn Knapsack, Project Accounting, DPW w/copy of contract
Rob Dexter, Process Unit, DPW
Patrick Nolan, Communications, DPW

165 Capitol Avenue, Hartford, CT 06106
An Equal Opportunity Employer

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS

ON-CALL CONSTRUCTION ADMINISTRATION CONTRACT

Contract Number: OC-DPW-CA-0009

This contract for construction administration services herein designated in connection with various infrastructure projects throughout the State of Connecticut is entered into this 5th day of November, 2010, by and between the State of Connecticut, hereinafter referred to as 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

ARCADIS U.S., Inc.

213 Court Street, Suite 700

Middletown, CT 06457

hereinafter referred to as the Construction Administrator;

WITNESSETH, that the State and the Construction Administrator, in consideration of the mutual covenants herein contained, do hereby agree as follows:

I. CONSTRUCTION ADMINISTRATOR RELATIONSHIP

The Construction Administrator shall act as the State's agent and covenants and agrees to perform all its services in accordance with the standards and practices of its profession. The Construction Administrator shall not have any conflicts of interest. The Construction Administrator shall be held to the highest standard of conduct in the performance of its duties, and must conduct itself so as to avoid even the appearance of any impropriety. The Construction Administrator is prohibited from accepting gratuities of any kind from any persons seeking work associated with this contract. The Construction Administrator shall staff the project with experienced and competent staff. It is understood that if the Construction Administrator requires additional staff to fulfill its obligations under this contract it shall provide such additional staff at no additional cost to the State.

II. FEES AND PAYMENTS

A. CONTRACT FEE

The maximum total cumulative fee allowed the Construction Administrator under this contract shall not exceed Five Hundred Thousand Dollars ($500,000.00). When approximately 75% of the fee set forth in this article has been expended, the Construction Administrator shall notify the State in writing of the amount of work completed to that date under this contract. Said notification shall include an itemization of all fees that have been paid to the Construction Administrator pursuant to the work. The Construction Administrator shall not be reimbursed for per diem expenses or travel expenses. If at any time during the term of any project assigned under this contract the State should require the Construction Administrator 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 Construction Administrator to do substantial work, then and in such event, the Construction Administrator shall prepare additional documents and make changes as required and shall be entitled to fair and equitable compensation therefor. The Commissioner of the DPW, hereinafter referred to as 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 for the project, said amount shall be considered changed to an amount determined by the Commissioner. The above notwithstanding, should it be necessary for the Construction Administrator to prepare any such additional documents or make changes in the same for purposes of meeting project requirements where increases in the cost of labor and/or materials are not the governing factor, the

Construction Administrator 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 Construction Administrator to reduce the scope of services originally agreed upon for any project assigned under this contract, the Construction Administrator shall then reduce said scope of services, as requested, and the Construction Administrator's fee for such project shall be reduced by a fair and equitable amount determined by the Commissioner. The Construction Administrator shall be entitled to a payment of Ten Dollars ($10.00) at the termination of this contract if at such time the Construction Administrator has not received any fee under this contract.

B. PROGRESS PAYMENTS

The State will make progress payments. Before the first progress payment becomes due, the Construction Administrator must prepare a breakdown of its fees specified in the task letter in a manner acceptable to the State. The breakdown amounts will be used to determine the amounts of the progress payments to be made. Before each payment is made the Construction Administrator must furnish proof of the quantity, value, and delivery of services. All materials and work covered by progress payments will be the sole property of the State. However, the progress payments do not relieve the Construction Administrator of responsibility for all materials and work for which payment has been made or for the restoration of any damaged work nor do the progress payments waive the right of the State to require fulfillment of all contract terms and conditions. If for reasons of incomplete scope, complexity, etc., a fixed fee cannot be determined by the Commissioner, the State shall compensate the Construction Administrator for services rendered under this contract on the basis of hourly rates for the personnel assigned to perform the services. An hourly rate shall not exceed a reasonable rate, as determined by the Commissioner, taking into consideration the skills and experience of the person providing the services. Hourly rate payments shall be made in accordance with the terms and conditions of each task letter. It is specifically understood that these hourly rate payments shall only apply for the period of time that the person is gainfully employed on projects assigned under this contract. Requests for payment shall be submitted on properly prepared State invoice forms with attachments showing actual hours worked, hourly rates applied, and any allowable additional direct costs included in the invoice forms. The Construction Administrator shall certify that each amount invoiced is both accurate and commensurate with the work performed for the State under this contract. The State reserves the right to periodically audit the Construction Administrator's financial and project records.

III. CONTRACT DURATION

This contract shall commence with the date this contract was entered into and shall expire on December 20, 2012. No new projects may be assigned on or after the expiration date, but all projects assigned prior to the expiration date will be allowed to continue to completion with all the terms and conditions of this contract herein set forth remaining in full force and effect. The term of this contract may be extended in writing by the Commissioner.

IV. TASK LETTERS

The scope of each project, duration of services, request for the provision of certain services specified in Article V and Article VI, respectively, schedule of deliverables, and the total fixed-fee compensation allowed shall be included in task letters prepared by the State for each project. Such task letters shall be issued during the time period set forth in Article III of this contract. Each task letter shall reference both a DPW project number and a task number specific to the project.

V. DUTIES AND SERVICES

The Construction Administrator shall consult with the DPW to ascertain the requirements of the project and consult with proper State authorities and inform itself as to specific institutional conditions that might affect contemplated work or the hours or season of its execution. The Construction Administrator shall familiarize itself with all project drawings, specifications, and addenda thereto, all hereinafter referred to as the contract documents. In accordance with State requirements, the Construction Administrator shall perform construction administration on construction projects designed by the DPW or other consultants employed by the State.

The Construction Administrator 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.

Prolog Project Management Requirements

DPW may use Meridian Systems Prolog Manager as the project management software tool for certain projects. If Prolog Manager is required for a particular project, then the Construction Administrator shall be responsible for the following:

a. The Construction Administrator (CA) is required to utilize Prolog Manager for the submission of their billings, utilizing the Consultant Payment Application form within Prolog Manager.
b. The CA is required to utilize Prolog Manager for the duration of the project and shall provide project document information via this program. This includes such information as Daily Reports (Daily Work Journal), Special Inspections, Testing, Safety Notices, Requests for Information, Project Meeting Minutes, Potential Change Orders, Change Orders, Project Correspondence, Submittal Tracking, Project Schedules, Issues (Action Items), Project Transmittals, Progress Photos, Closeout Log, etc.
c. The CA is required to purchase hosting services for one (1) individual to be utilized on the CT DPW Prolog Hosted System from Meridian Systems, through PSS Consulting Group and maintain the hosting services for the duration of certain projects. The cost for the hosting service fees ($90 per month X number of months = cost) shall be included by the CA in the cost for the particular project and stated in the task letter.
d. The CA shall arrange for training with DPW. This training will be conducted at DPW in conjunction with the Project Manager and DPW Prolog Staff. One day of training is to be provided by DPW.
e. The CA shall contact PSS Consulting Group, Inc., the authorized Meridian reseller, for the hosting services and training at http://www.pssgroup.com | david@pssgroup.com or Phone: (978) 440-7060 | Fax: (508) 653-5080.
f. DPW shall establish a project specific email "file" address for certain projects. The CA shall send an electronic "file" copy of all project documents to this email address, to include but not limited to all project correspondence, project emails, forms, etc.
g. The CA is required to scan all documents that contain wet (ink) signatures and send a copy of those documents electronically to the DPW Project Manager and the project specific email "file" address. The hard copy of the wet signature documents shall be transmitted as directed by the DPW Project Manager. This includes, but is not limited to all contracts, change orders, applications for payment, etc.

High Performance Building Standard Regulations and LEED Certification

Certain projects shall comply with the High Performance Building Regulations (RCSA 16a-38k-1 through 9), "the Regulations", and obtain Silver Certification under the Leadership in Energy and Environmental Design (LEED) certification program.

The Construction Administrator shall assist in the coordination of activities associated with meeting these requirements. The scope of these requirements is detailed in the *Connecticut Building Standard Guidelines Compliance Manual for High Performance Buildings*, *ASHRAE Guideline 0-2005* and the DPW *Capital Projects High Performance Buildings Guidelines*. The Construction Administrator shall have a LEED Accredited Professional as part of its primary team. The Construction Administrator's responsibilities associated with these requirements include, but are not limited to the following:

1. Participate in the Owner's Project Requirements development workshop(s).
2. Coordinate participation by agency facilities operation during commissioning activities in the design, testing, training phases as appropriate.
3. Review and comment on changes to the Owner's Project Requirements.
4. Review the Commissioning Agent's progress reports.

Commissioning Agent (CxA): If required by DPW, the Construction Administrator shall retain as its sub-consultant a Commissioning Agent. The CxA shall meet the minimum qualifications as established by DPW in Exhibit A, and shall be acceptable to DPW. The CxA will perform the scope of work identified in the task letter in conjunction with the project scope detailed in the task letter. The Construction Administrator shall be compensated for the cost of the Commissioning Agent plus five percent (5%) of such cost for the Construction Administrator's overhead and profit.

The Construction Administrator shall provide a written evaluation of the CxA's performance to date utilizing DPW's form and criteria at the completion of Design Development, Construction Documents, 50% Construction and 100% Construction.

Each phase will commence when written notice to proceed is issued by the Department of Public Works (DPW). The Construction Administrator shall not commence any phase work under a task letter until the Construction Administrator receives written authorization to proceed from the DPW Project Manager.

If the Construction Administrator observes that the scope of work, construction cost, or any other relevant documentation is at variance with the requirements of the project, the Construction Administrator shall promptly notify in writing the architect and the State.

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

A. PRE-DESIGN PHASE

1. Master Schedule:

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

   The initial schedule will contain an estimate of construction time and the architect's design schedule, and other tasks related to the project (such as permits, demolition, surveys, etc.), and shall be reviewed by the Construction Administrator at the completion of the pre-design phase. Prior to the start of the schematic design phase, the DPW will update the schedule based on the Construction Administrator's comments and an updated design schedule from the architect. This schedule will become the basis upon which the Construction Administrator shall create its initial master schedule.

2. Budget Cost Analysis:

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

3. Submittals:

   The Construction Administrator shall submit to DPW copies of a report containing comments on the review of the initial DPW schedule and the pre-design phase construction cost estimate.

B. PRELIMINARY EVALUATION

1. At the option of the State, the Construction Administrator shall provide a preliminary evaluation of the State's program and project budget requirements each in terms of the other.

2. The Construction Administrator shall review and become familiar with previous project decisions and planning.

C. SCHEMATIC DESIGN PHASE

1. Document Review Reports:

The Construction Administrator shall prepare a "Document Review" report describing the results of its review of the project plans, manual, and any other pertinent information at the end of each phase (schematics, design development, and contract documents).

2. Constructability Review and Reporting:

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

a) The project area, to become familiar with on-site conditions.
b) As-built drawings.
c) Proposed mechanical, electrical, and plumbing (MEP) systems overview.
d) Soil conditions based upon the geo-technical report provided by the architect.
e) For certain projects, sustainable design strategies including LEED Silver certification and the client agency's policies and standards for healthy buildings.
f) Phasing requirements, if any.

3. Preliminary Field Operation Analysis:

The Construction Administrator will perform the necessary investigation and planning in advance of preparing a plan of preliminary findings for project access strategy during construction. The analysis will be refined in the design development and contract documents issue phases. The plan will include, but not be limited to, the review of the following:

a. Staging of work.
b. Temporary walks.
c. Means of egress and fall protection.
d. Temporary partition schemes.
e. Field operation locations.
f. Temporary field utility usage and feeds.

4. Master Schedule:

At the start of the schematic design phase, the Construction Administrator will be given a copy of the updated DPW initial schedule as described in the pre-design phase.

The Construction Administrator will then create its master schedule based on the DPW's initial schedule. Utilizing CPM-based software, the Construction Administrator will assign a duration and relationship to each task, add or delete tasks, identify the logic of interrelationships and milestones, and perform schedule management activities to identify the project's critical path and timeline. The master schedule shall include all tasks from the pre-design phase through design, construction, and project closeout.

Items to be identified during subsequent refinements include milestones for departmental occupancy, shop drawing and Construction Administrator reviews, special support services, mobilization and demobilization, long lead item purchases, and float times.

5. Construction Cost Estimate:

Upon review of submitted schematic design documents, the Construction Administrator will prepare and distribute the second of five construction cost estimates for the four design phase submissions (pre-design, schematic design, design development, and contract documents).

As the design detail advances, the cost estimates will correspondingly reflect greater detail in the quantitative and qualitative analyses. A current cost data base will be utilized in conjunction with actual quantity takeoffs, knowledge of material and subcontractor availability, manpower and off-hour shift studies, weather considerations, and experience with systems and finishes on similar projects. Input from various trade contractors and vendors will also be sought. The format for this and subsequent estimates will utilize the standard Construction Specifications Institute (CSI) format.

After the submission of each phase construction cost estimate, the Construction Administrator will participate in the reconciliation of any differences between its cost estimate and that of the architect.

6. Action Item Agendas:

   The Construction Administrator shall provide the "Action Item Agenda" reports to monitor the significant issues discussed at meetings and having an impact on the Project Schedule or budget, and to track the resultant activity. Typical issues will include, but are not limited to, programming, timetables, information requests by the Project consultants or end users, alternative systems data, unit costs, items to be concluded, etc. The "Action Item Agenda" report will be included with all Project progress meeting reports.

7. Value Engineering/Cost Reduction Alternatives:

   The Construction Administrator will identify and recommend alternative materials, products, systems, equipment, or methods that could lead to project cost savings. These recommendations shall be identified in a timely manner so as not to impede the architect's design schedule. Impact on the construction schedule and sequencing will be analyzed and reported. The process shall facilitate the selection of building systems by analyzing each system's impact on the project's construction budget and schedule and on the long-term operating costs of the project.

8. Site Conditions:

   The Construction Administrator will evaluate the budget and schedule impact of known soils, subsurface geology, groundwater, unsuitable material, rocks, topsoil re-use, milled pavement, and associated site elements. In addition, the Construction Administrator will evaluate the impact of any easements, site restrictions, and the possible removal or relocation of existing equipment or buildings.

9. Materials Review:

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

10. Systems Review:

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

11. Space Requirements:

    The Construction Administrator will conduct a review of the adequacy of space allotments for maintenance of mechanical, telephone, and fire protection equipment.

12. Submittals:

    The Construction Administrator shall submit to DPW a bound report, in 8½-inch by 11-inch format, containing all necessary information, including schedules, reports, analyses, and estimates.

D. DESIGN DEVELOPMENT PHASE

1. The Construction Administrator shall update previously described tasks:

   a) Action Item Agendas.
   b) Document Review Reports.
   c) Constructability Reviews and Reporting.
   d) Project Phasing Review (if applicable)
   e) Advanced Field Operation Analysis.
   f) Schedule Refinement.
   g) Budget Refinement.

2. Value Engineering:

   The Construction Administrator will identify and recommend alternative materials, products, systems, equipment, or methods that could lead to project cost savings. In addition, the Construction Administrator shall analyze furniture, computer, telecommunications, and finish systems not previously available.

3. Construction Cost Estimate:

   Following issuance of design development documents, the Construction Administrator will prepare and issue the third of five construction cost estimates. The estimate shall be derived from actual takeoffs, subcontractor and vendor input, and material and labor cost data. All quantitative systems information shall be provided in detail. The Construction Administrator will immediately notify the DPW Project Manager if and when it becomes apparent the construction budget is exceeding the established budget (including inflation through construction) for the building and sitework.

4. Submittals:

   The Construction Administrator shall submit to DPW a bound report, in 8½-inch by 11-inch format, containing all necessary information, including schedules, reports, analyses, and estimates.

E. CONTRACT DOCUMENTS PHASE

1. **50% Contract Documents Phase Review:**

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

      1. Action Item Agendas.
      2. Constructability Reviews and Reporting.
      3. Project Phasing Review (if applicable)
      4. Advanced Field Operation Analysis.
      5. Schedule Refinement.
      6. Budget Refinement.

   b) **Construction Cost Estimate:**

   At 50% completion of the contract documents, the design team will present and submit copies of the project plans and manual. The Construction Administrator will prepare and issue the fourth of five construction cost estimates. The estimate shall be derived from actual takeoffs, subcontractor and vendor input, and material and labor cost data. All quantitative systems information shall be provided in detail.

   c) **Value Engineering**

   The Construction Administrator will identify and recommend alternative materials, products, systems, equipment, or methods that could lead to project cost savings. In addition, the Construction Administrator shall analyze furniture, computer, telecommunications, and finish systems not previously available.

d) Submittals:

The Construction Administrator shall submit to DPW a bound report, in 8½-inch by 11-inch format, containing all necessary information, including schedules, reports, analyses, and estimates.

2. 100% Contract Documents Phase Review:

a) The Construction Administrator will work closely with the design team during this phase in order to submit its reports concurrently with the final contract documents from the design team. The Construction Administrator shall update previously described tasks:

- Action Item Agendas.
- Document Review Reports.
- Constructability Reviews and Reporting.
- Advanced Field Operation Analysis.
- Project Phasing Review (if applicable)
- Schedule Refinement.
- Budget Refinement.

b) Construction Cost Estimate:

At 100% completion of the contract documents, the design team will present and submit copies of the final project plans and manual. The Construction Administrator will prepare and issue the fifth and final of five construction cost estimates. The estimate shall be derived from actual takeoffs, subcontractor and vendor input, and material and labor cost data. All quantitative systems information shall be provided in detail.

c) Review Division 1 General Requirements:

Attend meetings and work sessions with owner, agency, and architect to recommend changes to the *General Conditions of the Contract for Construction* and *Division 1 General Requirements* and edit the Division 1 general requirements to make them project specific.

d) Document Review:

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

e) Submittals:

The Construction Administrator shall submit to DPW a bound report, in 8½-inch by 11-inch format, containing all necessary information, including schedules, reports, analyses, and estimates.

F. BID PHASE

During the bid phase, the Construction Administrator shall:

1. Recommend changes to bid format instructions and working procedures to clarify alternate bids, supplemental bids, and unit price requests or materials supplied by others.
2. Participate in pre-bid conferences, route inquiries to the proper source for clarification, and recommend the issuance of addenda if appropriate.
3. Upon receipt of bids, participate with DPW in substantiating bidder qualifications and participate in the review of bid proposals to assure that they contain the intended value and scope required of the bidding documents.

G. CONSTRUCTION PHASE

1. Schedule

The Construction Administrator shall review and approve the initial critical path method schedule submitted to the State by the general contractor. The Construction Administrator shall review the schedule for compliance with the contract documents and inform the State of any deficiencies. The Construction Administrator shall record, monitor, review, and provide recommendations to the State on the shop drawings submittals' and procurement schedules' conformance with the contract documents and project conditions. During the progress of construction, the Construction Administrator shall obtain from the general contractor updated monthly schedules. It shall review them to identify potential variances from the scheduled completion dates. It shall also approve and review schedules for parts of the work not started or incomplete and recommend to the DPW and the general contractor adjustments (recovery schedules) in the schedules to meet the construction completion dates. It shall also provide monthly updated status reports documenting all changes to the master precedence network construction schedule and provide an impact analysis of any variances to the master precedence construction schedule.

2. Supervision and Inspection

The Construction Administrator shall inspect all work of the general contractor, subcontractors, and any additional service providers for compliance with the contract documents. The Construction Administrator shall review the shop drawings for compliance with the contract documents without assuming any of the liabilities or responsibilities of the architect for the project, hereinafter referred to as the Architect, or perform any construction work with its own forces, without the express, written consent of the Commissioner. The Construction Administrator shall act as the State's liaison with the general contractor for the project. It shall assist in understanding the intent of the contract documents. It shall assist in obtaining from the State additional details or information when required for proper execution of the work. The Construction Administrator shall also perform the following:

a. The Construction Administrator shall conduct on-site daily inspections and monitor the work in progress to assist the DPW in determining if the work is in general proceeding in accordance with the contract documents.

b. The Construction Administrator shall report to the DPW whenever any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise the DPW and the general contractor of work that it believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

c. The Construction Administrator shall verify that tests, equipment and systems start-ups, and operating and maintenance training are conducted in the presence of appropriate personnel, and that the general contractor maintains adequate records thereof; and observe, record, and report to the DPW and the Architect appropriate details relative to the test procedures and start-ups.

d. The Construction Administrator shall report to the Architect when clarifications and interpretations of the contract documents are needed. Clarifications and interpretations issued by the Architect shall be transmitted to the general contractor by the Construction Administrator after review thereof by the Construction Administrator.

e. The Construction Administrator shall consider and evaluate the general contractor's suggestions for modifications to the drawings or specifications and report its related recommendations to the Architect and the DPW. The Construction Administrator shall then transmit to the general contractor decisions issued by the Architect.

f. The Construction Administrator shall review the safety program for the project provided by the general contractor. The Construction Administrator shall notify the general contractor and the DPW in writing of any violations of the safety program. The Construction Administrator shall stop the construction work if it perceives that a life-threatening situation exists.

3. Project Meetings

The Construction Administrator shall provide and keep a log of all meeting minutes for meetings that it attends. The Construction Administrator shall establish and monitor project meetings, which meetings shall include, but not be limited to, the following:

a. Meetings of the State, Architect, affected agency, and Construction Administrator. The actual frequency of the meeting shall be determined by the DPW Project Manager.

b. Weekly coordination and review meetings of the Construction Administrator and the general contractor.

c. All other meetings that State officials may require.

4. Documentation, Records, and Reporting

a. The Construction Administrator shall maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work-directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, Architect clarifications and interpretations of the contract documents, progress reports, and other project related documents. The Construction Administrator shall verify periodically that the general contractor is keeping a full set, at the job site, of the contract documents and the corrections and clarifications made to them. The Construction Administrator shall monitor and review the as-builts before submittal of such to the Architect for review.

b. The Construction Administrator shall keep a diary or log book recording the general contractor's hours on the job site, weather conditions, data relative to questions of work-directive changes, change orders or changed conditions, names of job site visitors, daily activities, decisions, observations in general, and specific observations in detail as in the case of observing test procedures; and send copies to the Architect.

c. The Construction Administrator shall record the names, addresses, and telephone numbers of the general contractor, subcontractors, and major suppliers of materials and equipment.

d. The Construction Administrator shall maintain a weekly photo log of events of any major activity.

e. The Construction Administrator shall prepare and provide to the State and the Architect monthly progress reports. Each monthly progress report shall include all items monitored for the past month and their relationship to the overall project including any recommendations.

f. The Construction Administrator shall examine submittals made by the general contractor 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 work. These services are to be performed within five (5) calendar days of receipt of such proposals so as not to delay the work. In the event that the incorporation of an approved substitution into the work will require revisions or additions to the contractual requirements, the Construction Administrator shall review and monitor all costs of such revisions or additions.

5. Change Orders

The Construction Administrator shall review, keep a log of and monitor all the approval processes for the requests for change orders received from the general contractor ensuring the inclusion of all back-up material. The Construction Administrator shall review the Architect's recommendation for any change order. The Construction Administrator shall perform an independent cost estimate and analysis including activity duration and schedule impact regarding the general contractor's change order request. The Construction Administrator shall forward its recommendation, along with the Architect's recommendation, to the State for approval. If requested by the State, the Construction Administrator shall negotiate the change order between the general contractor and the State. Negotiations shall include work to be performed, duration, cost, and schedule impact. All negotiation sessions shall have a written record of the meetings and exchanges prepared by the Construction Administrator for transmission to the State. The written record shall include inspection reports, progress reports, instructions given, a

record of the general contractor's and the affected agency's statements, records of existing conditions, test reports, photographs, and a summary report on the merits of the requested change order.

6. Construction Budget

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

7. Project Close out

The Construction Administrator shall receive and review as-built drawings and submit them, if they are proper, to the Architect to produce the record drawings on mylars. Prior to the recommendation of final payment to the general contractor, the Construction Administrator shall receive and review, for completeness and compliance with the contract documents, maintenance and operation manuals, schedules, warranties and guarantees, bonds, and certificates of inspections, tests, and approvals. The Construction Administrator shall, in conjunction with the DPW and the Architect, who shall prepare a punch list, conduct an inspection to determine if the construction work is in compliance with the contract documents and is also in compliance with the State's life safety code. The Construction Administrator shall observe whether all items on the punch list have been completed and make recommendations to the Architect and the DPW concerning acceptance of the work. The Construction Administrator shall monitor the general contractor's progress and upon completion of the general contractor's work shall recommend that a final inspection be performed. The Construction Administrator shall then, in conjunction with the DPW and the Architect, perform a final inspection of the work. Contingent on this final inspection revealing the proper completion of the work, the Construction Administrator shall recommend in writing to the DPW acceptance of the work and final payment to the general contractor.

8. Payments to General Contractor

The Construction Administrator shall review and, if appropriate, recommend for approval all of the general contractor's applications for payments. The Construction Administrator shall process such applications in accordance with the DPW's procedures and accounting requirements ensuring that the applications for payment include the Architect's signature and concurrence on the progress of the construction work. The Construction Administrator shall monitor the general contractor's payments made to its subcontractors and report to the DPW on any potential irregularities.

9. Claims and Disputes

The action taken, services rendered, and data gathered by the Construction Administrator during contract administration are key elements with regard to construction claims. Upon direction of the Commissioner, the Construction Administrator shall perform the following:

a. Administer the construction contract fairly and in accordance with the contract terms and conditions.

b. Identify potential problems, evaluate the conditions involved, coordinate with the general contractor and Architect to prevent or minimize problems.

c. Refute promptly, in writing, any written statements by the general contractor that are not correct.

d. Keep in a separate file complete documentation of claims or potential claim activities.

VI. ADDITIONAL SERVICES

If, in the opinion of the State, any service is required which is not usually furnished in construction administration practice and which is not included in this contract, either expressed or implied by the nature of the service, then the State shall, in writing, authorize the service and the related cost. The Construction Administrator's written selection of any service provider for retention under this article is to be submitted for approval by the State. The Construction Administrator shall adequately support, in writing to the State, its recommendations as to its selection of any such service provider. Any registered consultants retained under this article shall provide evidence of their competence by affixing their seals on any work prepared by them or under their supervision.

The State shall reimburse the Construction Administrator for the cost of any services provided under this article and in addition shall also pay the Construction Administrator five percent (5%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit. When the Construction Administrator requests the need for any additional services provided under this article there shall be a minimum of three (3) written proposals obtained and forwarded to the State for approval. Should the Construction Administrator personally wish to perform any such additional services, the Construction Administrator shall submit to the State a written quotation of the cost of so performing such services. The quotation shall not include, nor shall the Construction Administrator be paid in connection with performing any such additional services, any amounts for overhead and profit.

VII. OWNERSHIP OF WORK

It is mutually agreed and understood that all finished and unfinished documentation prepared pursuant to this contract shall become the exclusive property of the State, and that the State shall have the right to immediate possession and use thereof. The State agrees that all such documentation is not to be altered by others and is to be used only in conjunction with the project for which it was prepared unless written consent is obtained from the Construction Administrator. Such consent will not be withheld provided the State agrees that upon any alterations of the Construction Administrator's documents by others, or upon reuse of the documents for any other project, the Construction Administrator will be relieved by the State of any and all responsibility arising out of such alterations or reuse or in connection therewith. The provisions of this article shall survive the termination of this contract and shall thereafter remain in full force and effect.

VIII. INSURANCE

The Construction Administrator for the duration of this contract, including any extension term, must carry insurance to protect the interest of the State. The Construction Administrator 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. The Construction Administrator shall furnish evidence by way of a certificate of insurance that he/she/it has obtained a professional services liability insurance policy with $1,000,000.00 minimum coverage for negligence and errors and omissions. The insurance shall remain in effect during the entire duration of this contract, including such additional time period as may be necessary to complete specific projects, as hereinbefore set forth, and for eight years after substantial completion of the project. The policy shall provide that it shall indemnify and save harmless the State and its officers, agents, and employees from claims, suits, actions, damages, and cost of every name and description resulting from negligence and errors and omissions in the work performed by the Construction Administrator under the terms of this contract.

Each of the policies for such kinds of insurance mentioned above shall be issued by an insurance company or companies satisfactory to the DPW and shall contain a provision that coverages will not be changed, cancelled, or non-renewed until at least sixty (60) calendar days' prior written notice has been given to the DPW. Each

insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance. Such insurance policies shall name the State as an additional insured, except that the State shall not be named as an additional insured with respect to the coverage for the statutory workers' compensation, automobile liability, and employers' liability insurance and to the coverage for professional liability insurance. Certificates of insurance showing such coverages as required in this article shall be filed with the DPW prior to the time this contract is executed on behalf of the State.

IX. INDEMNIFICATION

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

X. NONPERFORMANCE

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

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

XI. SUSPENSION OF THE WORK

A. The State, at any time, may suspend all or any part of the services of the Construction Administrator. In such event, the Construction Administrator shall be given seven (7) days' notice of such suspension in writing by registered or certified mail to the Construction Administrator's address as given for correspondence purposes. The mailing of such notice shall preclude any claim on the part of the Construction Administrator as to failure to receive notice of such suspension.

B. In the event of suspension by the State as noted above, the Construction Administrator shall be entitled to such compensation as the State 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 Construction Administrator pursuant to this contract shall be applied as payment on the fees for 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 Construction Administrator 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 Construction Administrator 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.

XII. 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 effective by delivery to the Construction Administrator of a written notice of termination. The notice of termination shall be sent by registered or certified mail to the

Construction Administrator's address as furnished to the State for purposes of correspondence, or by hand delivery. Upon receipt of such notice, the Construction Administrator 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 Construction Administrator in performing its duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State.

B. If the termination is for the convenience of the State, the Construction Administrator 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 Construction Administrator to fulfill its contract obligations, the State may take over the work and prosecute the same to completion by contract or otherwise. In such event, the Construction Administrator 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 Construction Administrator to fulfill its contract obligations it is determined that the Construction Administrator had not so failed, the termination shall be deemed to have been effected for the convenience of the State. In such event, the Construction Administrator shall be entitled to reasonable compensation provided in Section B of this article.

XIII. SUCCESSORS AND ASSIGNS

If the Construction Administrator is a sole proprietor and the Construction Administrator should die during the term of this contract, this contract shall be considered terminated. In the event of such termination, the Construction Administrator'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. The Construction Administrator shall not assign, sublet, or transfer any rights under or interest in this contract without the written consent of the State. No assignment will release or discharge the Construction Administrator from any duty or responsibility under this contract. The Construction Administrator shall be responsible to the State for acts and omissions of its own employees and any of its service providers hereinbefore mentioned and their employees.

XIV. FORCE MAJEURE

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

XV. WAIVERS

All conditions, covenants, duties, and obligations contained in this contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal and/or equitable remedies to that party.

XVI. SEVERABILITY

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

XVII. ENTIRE CONTRACT

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.

XVIII. GOVERNING LAWS

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

XIX. CONFIDENTIALITY OF DOCUMENTS

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

B. The Construction Administrator 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 Construction Administrator 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.

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

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

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

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

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

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

(b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(f) The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

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

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities

with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

(h) The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

B. Executive Orders. The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

1. The contractor agrees to abide by such Executive Orders.
2. The State Contracting Standards Board may review this contract and recommend termination of the contract for a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes, or wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
3. This contract may be cancelled, terminated or suspended by DPW or the State Labor Commissioner for violation of or noncompliance with Executive Orders No. Three or Seventeen or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not party to this contract. The State Labor Commissioner shall have continuing jurisdiction regarding contract performance concerning nondiscrimination and listing all employment openings with the Connecticut State Employment Service until the contract is completed or until the contract is terminated prior to completion.
4. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the contractor will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

5. This contract may be cancelled, terminated, or suspended by DPW or the State for violation of or noncompliance with Executive Order Sixteen. In addition, the contractor agrees to include a copy of Executive Order Sixteen, and the requirement to comply with said order, in all contracts with its contractors, subcontractors, consultants, subconsultants and vendors.

C. This contract is subject to the provisions of the Department of Public Works Sexual Harassment Policy ("Policy") and, as such, the contract may be cancelled, terminated, or suspended by the State in the event that the contractor, its employees, contractors, subcontractors, consultants, subconsultants, or vendors engage in behavior prohibited by the provisions of the Policy (a copy of the Policy is attached hereto as Exhibit 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. The Summary of State Ethics Laws posted on the DPW home page (http://www.ct.gov/dpw/site/default.asp), and as may be revised from time to time, is incorporated herein by reference as if fully set forth herein. This Summary may be found by clicking on "Ethics Affidavits & Legal Forms."

E. Campaign Contribution Restriction Provision

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

XXI. LARGE STATE GOVERNMENT CONTRACTS

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

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

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

C. Each large state contractor shall post a notice of the provisions of Section 4-61dd relating to large state contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

XXII. ANNUAL CERTIFICATION

If the aggregate value of this contract is $50,000.00 or more, including all amendments and/or commission letters, then the Construction Administrator 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.

XXIII. APPROVAL OF THE STATE PROPERTIES REVIEW BOARD

As provided in Connecticut General Statutes Section 4b-23(i), it is essential for the Construction Administrator contracting with the Department of Public Works to understand that the approval of the State Properties Review

Board must be granted before the Construction Administrator's task can begin. By providing service without a properly executed task letter under this contract, the Construction Administrator accepts the risk that payment will not be made by the State of Connecticut.

XXIV. EFFECTIVE DATE OF CONTRACT

This contract shall become effective 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.

XXV. SOVEREIGN IMMUNITY

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

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

(a) All services performed by and material supplied by the Construction Administrator under this contract shall be subject to the inspection and approval of the State at all times, and Construction Administrator shall furnish all information concerning such material and services as may be requested by the State.

(b) The Construction Administrator 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, Construction Administrator's, and, in the case of each subcontract, the applicable subcontractor's, performance hereunder. The Construction Administrator 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 Construction Administrator'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 Construction Administrator 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 Construction Administrator'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 Construction Administrator at least twenty-four (24) hours notice of any intended inspections or examinations.

(d) At the State's request, the Construction Administrator shall provide the State with hard copies of or electronic media containing any data or information in the possession or control of the Construction Administrator which pertains to the State's business or this contract.

(e) The Construction Administrator 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 Construction Administrator 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 Construction Administrator shall incorporate the provisions of this Section, including this subsection (h), verbatim into any contract or other agreement it enters into with any subcontractor under this contract.

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

Attested by:

Witness Holly J. Hart

Witness Diane M. Chace

State of Connecticut

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

Date signed: 11-5-10

Attested by:

Witness Tammy L. Hamelin

Witness Mary Salerno

ARCADIS U.S., Inc.

By: Petina Killiany
Print name: Petina Killiany, Associate Vice President
Its , Duly Authorized

Date signed: 10/18/2010

Approved as to form

Attorney General

ARCOS. ATTY. GENERAL

Date signed: 11/19/10

Exhibit A

COMMISSIONING AGENT

The Commissioning Agent or its staff designated for a project shall satisfy the following requirements:

1. Has acted as the principal Commissioning Agent for at least three projects of relative size and complexity to the assigned project over the past three (3) years.

2. Has had recent extensive experience with sustainable design and construction projects, specifically LEED projects.

3. Possesses extensive knowledgeable in building operation and maintenance training.

4. Possesses extensive experience with operation and trouble shooting of Heating/Ventilation/Air Conditioning (HVAC) systems and energy management systems.

5. Is knowledgeable in testing and balancing of various media systems.

6. Has experience with high performance system design and HVAC control strategy optimization.

7. Possesses excellent verbal and written communication skills; is highly organized; and is able to interact effectively with designer professionals, owner and contractor's project management staff as well as technicians and tradesmen.

8. Has extensive experience in writing commissioning specifications.

9. Has staff designated for this project who are licensed by the State of Connecticut as Professional Engineers in mechanical or electrical engineering. Trade and contracting licensure is also desirable.

10. The Commissioning Agent staff shall be certified in building commissioning by the Building Commissioning Association or the Association of Energy Engineers.

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

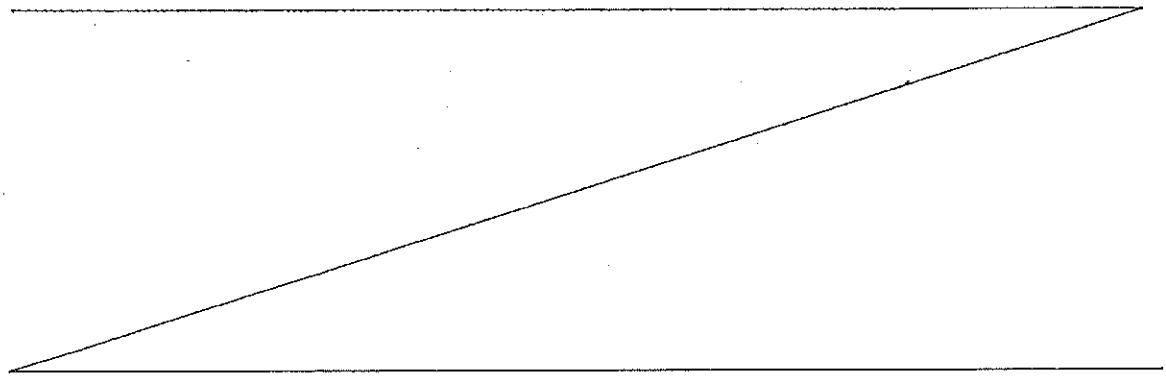
Sexual harassment is a particular type of sex discrimination. Like all sexual discrimination, it is illegal. It violates high standards of honesty, integrity, impartiality and conduct required of all sections of the Department of Public Works. It also interferes with and impedes work productivity.

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.



STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION
20 Trinity Street Hartford, Connecticut 06106–1628

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC WORKS

Raeanne V. Curtis
Commissioner

November 23, 2010

Construction Administration Contract
for On-Call Services
Contract Number: OC-DPW-CA-0010

Mr. Melvin Overmoyer
Strategic Building Solutions, LLC
599 Middlesex Turnpike
Old Saybrook, CT 06475

Subject: Construction Administration Contract for On-Call Services

Dear Mr. Overmoyer:

Your **Construction Administration Contract for On-Call Services** dated **November 5, 2010,** has been fully executed and approved by all concerned parties. We are forwarding herewith a copy of this contract.

Enclosed is Department of Public Works' government agency exemption certificate letter from the Department of Revenue Services. This certificate should be referenced when indicating that the Connecticut Sales and Use Tax does not apply to the subject project.

All invoices must be directed to the DPW Project Manager assigned to the project. Please submit invoices on your letterhead that include the following information:

- Vendor's name and remittance address, Vendor's FEIN or SSN
- Invoice date, Contract/Project name and number
- Section(s) of the contract to which the bill relates and the amount billed

If you should have any questions in regard to the above, please contact **Bruce Bockstael,** Chief Administrator of Client Teams, at **(860) 713-5630.**

Sincerely,

Jamila H. Goolgar
Paralegal
Legal Services Division

Enclosure(s): Contract: **OC-DPW-CA-0010**
CERT-134
Government Agency Exemption Certificate

cc: State Properties Review Board w/copy of contract
Legal Services Division, DPW, w/ copy of contract
Bruce Bockstael, Administrator of Client Teams, DPW w/original contract
Glenn Knapsack, Project Accounting, DPW w/copy of contract
Rob Dexter, Process Unit, DPW
Patrick Nolan, Communications, DPW

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STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS

ON-CALL CONSTRUCTION ADMINISTRATION CONTRACT

Contract Number: OC-DPW-CA-0010

This contract for construction administration services herein designated in connection with various infrastructure projects throughout the State of Connecticut is entered into this 5th day of November, 2010, by and between the State of Connecticut, hereinafter referred to as 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

Strategic Building Solutions, LLC

599 Middlesex Turnpike

Old Saybrook, CT 06475

hereinafter referred to as the Construction Administrator;

WITNESSETH, that the State and the Construction Administrator, in consideration of the mutual covenants herein contained, do hereby agree as follows:

I. CONSTRUCTION ADMINISTRATOR RELATIONSHIP

The Construction Administrator shall act as the State's agent and covenants and agrees to perform all its services in accordance with the standards and practices of its profession. The Construction Administrator shall not have any conflicts of interest. The Construction Administrator shall be held to the highest standard of conduct in the performance of its duties, and must conduct itself so as to avoid even the appearance of any impropriety. The Construction Administrator is prohibited from accepting gratuities of any kind from any persons seeking work associated with this contract. The Construction Administrator shall staff the project with experienced and competent staff. It is understood that if the Construction Administrator requires additional staff to fulfill its obligations under this contract it shall provide such additional staff at no additional cost to the State.

II. FEES AND PAYMENTS

A. CONTRACT FEE

The maximum total cumulative fee allowed the Construction Administrator under this contract shall not exceed **Five Hundred Thousand** Dollars **($500,000.00)**. When approximately 75% of the fee set forth in this article has been expended, the Construction Administrator shall notify the State in writing of the amount of work completed to that date under this contract. Said notification shall include an itemization of all fees that have been paid to the Construction Administrator pursuant to the work. The Construction Administrator shall not be reimbursed for per diem expenses or travel expenses. If at any time during the term of any project assigned under this contract the State should require the Construction Administrator 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 Construction Administrator to do substantial work, then and in such event, the Construction Administrator shall prepare additional documents and make changes as required and shall be entitled to fair and equitable compensation therefor. The Commissioner of the DPW, hereinafter referred to as 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 for the project, said amount shall be considered changed to an amount determined by the Commissioner. The above notwithstanding, should it be necessary for the Construction Administrator to prepare any such additional documents or make changes in the same for purposes of meeting project requirements where increases in the cost of labor and/or materials are not the governing factor, the

Construction Administrator 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 Construction Administrator to reduce the scope of services originally agreed upon for any project assigned under this contract, the Construction Administrator shall then reduce said scope of services, as requested, and the Construction Administrator's fee for such project shall be reduced by a fair and equitable amount determined by the Commissioner. The Construction Administrator shall be entitled to a payment of Ten Dollars ($10.00) at the termination of this contract if at such time the Construction Administrator has not received any fee under this contract.

B. PROGRESS PAYMENTS

The State will make progress payments. Before the first progress payment becomes due, the Construction Administrator must prepare a breakdown of its fees specified in the task letter in a manner acceptable to the State. The breakdown amounts will be used to determine the amounts of the progress payments to be made. Before each payment is made the Construction Administrator must furnish proof of the quantity, value, and delivery of services. All materials and work covered by progress payments will be the sole property of the State. However, the progress payments do not relieve the Construction Administrator of responsibility for all materials and work for which payment has been made or for the restoration of any damaged work nor do the progress payments waive the right of the State to require fulfillment of all contract terms and conditions. If for reasons of incomplete scope, complexity, etc., a fixed fee cannot be determined by the Commissioner, the State shall compensate the Construction Administrator for services rendered under this contract on the basis of hourly rates for the personnel assigned to perform the services. An hourly rate shall not exceed a reasonable rate, as determined by the Commissioner, taking into consideration the skills and experience of the person providing the services. Hourly rate payments shall be made in accordance with the terms and conditions of each task letter. It is specifically understood that these hourly rate payments shall only apply for the period of time that the person is gainfully employed on projects assigned under this contract. Requests for payment shall be submitted on properly prepared State invoice forms with attachments showing actual hours worked, hourly rates applied, and any allowable additional direct costs included in the invoice forms. The Construction Administrator shall certify that each amount invoiced is both accurate and commensurate with the work performed for the State under this contract. The State reserves the right to periodically audit the Construction Administrator's financial and project records.

III. CONTRACT DURATION

This contract shall commence with the date this contract was entered into and shall expire on **December 20, 2012.** No new projects may be assigned on or after the expiration date, but all projects assigned prior to the expiration date will be allowed to continue to completion with all the terms and conditions of this contract herein set forth remaining in full force and effect. The term of this contract may be extended in writing by the Commissioner.

IV. TASK LETTERS

The scope of each project, duration of services, request for the provision of certain services specified in Article V and Article VI, respectively, schedule of deliverables, and the total fixed-fee compensation allowed shall be included in task letters prepared by the State for each project. Such task letters shall be issued during the time period set forth in Article III of this contract. Each task letter shall reference both a DPW project number and a task number specific to the project.

V. DUTIES AND SERVICES

The Construction Administrator shall consult with the DPW to ascertain the requirements of the project and consult with proper State authorities and inform itself as to specific institutional conditions that might affect contemplated work or the hours or season of its execution. The Construction Administrator shall familiarize itself with all project drawings, specifications, and addenda thereto, all hereinafter referred to as the contract documents. In accordance with State requirements, the Construction Administrator shall perform construction administration on construction projects designed by the DPW or other consultants employed by the State.

The Construction Administrator 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.

Prolog Project Management Requirements

DPW may use Meridian Systems Prolog Manager as the project management software tool for **certain projects.** If Prolog Manager is required for a particular project, then the Construction Administrator shall be responsible for the following:

a. The Construction Administrator (CA) is required to utilize Prolog Manager for the submission of their billings, utilizing the Consultant Payment Application form within Prolog Manager.
b. The CA is required to utilize Prolog Manager for the duration of the project and shall provide project document information via this program. This includes such information as Daily Reports (Daily Work Journal), Special Inspections, Testing, Safety Notices, Requests for Information, Project Meeting Minutes, Potential Change Orders, Change Orders, Project Correspondence, Submittal Tracking, Project Schedules, Issues (Action Items), Project Transmittals, Progress Photos, Closeout Log, etc.
c. The CA is required to purchase hosting services for one (1) individual to be utilized on the CT DPW Prolog Hosted System from Meridian Systems, through PSS Consulting Group and maintain the hosting services for the duration of **certain projects.** The cost for the hosting service fees ($90 per month X number of months = cost) shall be included by the CA in the cost for the particular project and stated in the task letter.
d. The CA shall arrange for training with DPW. This training will be conducted at DPW in conjunction with the Project Manager and DPW Prolog Staff. One day of training is to be provided by DPW.
e. The CA shall contact PSS Consulting Group, Inc., the authorized Meridian reseller, for the hosting services and training at http://www.pssgroup.com | david@pssgroup.com or **Phone:** (978) 440-7060 | **Fax:** (508) 653-5080.
f. DPW shall establish a project specific email "file" address for **certain projects.** The CA shall send an electronic "file" copy of all project documents to this email address, to include but not limited to all project correspondence, project emails, forms, etc.
g. The CA is required to scan all documents that contain wet (ink) signatures and send a copy of those documents electronically to the DPW Project Manager and the project specific email "file" address. The hard copy of the wet signature documents shall be transmitted as directed by the DPW Project Manager. This includes, but is not limited to all contracts, change orders, applications for payment, etc.

High Performance Building Standard Regulations and LEED Certification

Certain projects shall comply with the High Performance Building Regulations (RCSA 16a-38k-1 through 9), "the Regulations", and obtain Silver Certification under the Leadership in Energy and Environmental Design (LEED) certification program.

The Construction Administrator shall assist in the coordination of activities associated with meeting these requirements. The scope of these requirements is detailed in the *Connecticut Building Standard Guidelines Compliance Manual for High Performance Buildings*, *ASHRAE Guideline 0-2005* and the DPW *Capital Projects High Performance Buildings Guidelines*. The Construction Administrator shall have a LEED Accredited Professional as part of its primary team. The Construction Administrator's responsibilities associated with these requirements include, but are not limited to the following:

1. Participate in the Owner's Project Requirements development workshop(s).
2. Coordinate participation by agency facilities operation during commissioning activities in the design, testing, training phases as appropriate.
3. Review and comment on changes to the Owner's Project Requirements.
4. Review the Commissioning Agent's progress reports.

Commissioning Agent (CxA): If required by DPW, the Construction Administrator shall retain as its sub-consultant a Commissioning Agent. The CxA shall meet the minimum qualifications as established by DPW in **Exhibit A**, and shall be acceptable to DPW. The CxA will perform the scope of work identified in the **task letter** in conjunction with the project scope detailed in the **task letter**. The Construction Administrator shall be compensated for the cost of the Commissioning Agent plus five percent (5%) of such cost for the Construction Administrator's overhead and profit.

The Construction Administrator shall provide a written evaluation of the CxA's performance to date utilizing DPW's form and criteria at the completion of Design Development, Construction Documents, 50% Construction and 100% Construction.

Each phase will commence when written notice to proceed is issued by the Department of Public Works (DPW). The Construction Administrator shall not commence any phase work under a **task letter** until the Construction Administrator receives written authorization to proceed from the DPW Project Manager.

If the Construction Administrator observes that the scope of work, construction cost, or any other relevant documentation is at variance with the requirements of the project, the Construction Administrator shall promptly notify in writing the architect and the State.

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

A. PRE-DESIGN PHASE

1. Master Schedule:

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

   The initial schedule will contain an estimate of construction time and the architect's design schedule, and other tasks related to the project (such as permits, demolition, surveys, etc.), and shall be reviewed by the Construction Administrator at the completion of the pre-design phase. Prior to the start of the schematic design phase, the DPW will update the schedule based on the Construction Administrator's comments and an updated design schedule from the architect. This schedule will become the basis upon which the Construction Administrator shall create its initial master schedule.

2. Budget Cost Analysis:

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

3. Submittals:

   The Construction Administrator shall submit to DPW copies of a report containing comments on the review of the initial DPW schedule and the pre-design phase construction cost estimate.

B. PRELIMINARY EVALUATION

1. At the option of the State, the Construction Administrator shall provide a preliminary evaluation of the State's program and project budget requirements each in terms of the other.

2. The Construction Administrator shall review and become familiar with previous project decisions and planning.

C. SCHEMATIC DESIGN PHASE

1. Document Review Reports:

   The Construction Administrator shall prepare a "Document Review" report describing the results of its review of the project plans, manual, and any other pertinent information at the end of each phase (schematics, design development, and contract documents).

2. Constructability Review and Reporting:

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

   a) The project area, to become familiar with on-site conditions.
   b) As-built drawings.
   c) Proposed mechanical, electrical, and plumbing (MEP) systems overview.
   d) Soil conditions based upon the geo-technical report provided by the architect.
   e) For certain projects, sustainable design strategies including LEED Silver certification and the client agency's policies and standards for healthy buildings.
   f) Phasing requirements, if any.

3. Preliminary Field Operation Analysis:

   The Construction Administrator will perform the necessary investigation and planning in advance of preparing a plan of preliminary findings for project access strategy during construction. The analysis will be refined in the design development and contract documents issue phases. The plan will include, but not be limited to, the review of the following:

   a. Staging of work.
   b. Temporary walks.
   c. Means of egress and fall protection.
   d. Temporary partition schemes.
   e. Field operation locations.
   f. Temporary field utility usage and feeds.

4. Master Schedule:

   At the start of the schematic design phase, the Construction Administrator will be given a copy of the updated DPW initial schedule as described in the pre-design phase.

   The Construction Administrator will then create its master schedule based on the DPW's initial schedule. Utilizing CPM-based software, the Construction Administrator will assign a duration and relationship to each task, add or delete tasks, identify the logic of interrelationships and milestones, and perform schedule management activities to identify the project's critical path and timeline. The master schedule shall include all tasks from the pre-design phase through design, construction, and project closeout.

   Items to be identified during subsequent refinements include milestones for departmental occupancy, shop drawing and Construction Administrator reviews, special support services, mobilization and demobilization, long lead item purchases, and float times.

5. Construction Cost Estimate:

   Upon review of submitted schematic design documents, the Construction Administrator will prepare and distribute the second of five construction cost estimates for the four design phase submissions (pre-design, schematic design, design development, and contract documents).

As the design detail advances, the cost estimates will correspondingly reflect greater detail in the quantitative and qualitative analyses. A current cost data base will be utilized in conjunction with actual quantity takeoffs, knowledge of material and subcontractor availability, manpower and off-hour shift studies, weather considerations, and experience with systems and finishes on similar projects. Input from various trade contractors and vendors will also be sought. The format for this and subsequent estimates will utilize the standard Construction Specifications Institute (CSI) format.

After the submission of each phase construction cost estimate, the Construction Administrator will participate in the reconciliation of any differences between its cost estimate and that of the architect.

6. Action Item Agendas:

   The Construction Administrator shall provide the "Action Item Agenda" reports to monitor the significant issues discussed at meetings and having an impact on the Project Schedule or budget, and to track the resultant activity. Typical issues will include, but are not limited to, programming, timetables, information requests by the Project consultants or end users, alternative systems data, unit costs, items to be concluded, etc. The "Action Item Agenda" report will be included with all Project progress meeting reports.

7. Value Engineering/Cost Reduction Alternatives:

   The Construction Administrator will identify and recommend alternative materials, products, systems, equipment, or methods that could lead to project cost savings. These recommendations shall be identified in a timely manner so as not to impede the architect's design schedule. Impact on the construction schedule and sequencing will be analyzed and reported. The process shall facilitate the selection of building systems by analyzing each system's impact on the project's construction budget and schedule and on the long-term operating costs of the project.

8. Site Conditions:

   The Construction Administrator will evaluate the budget and schedule impact of known soils, subsurface geology, groundwater, unsuitable material, rocks, topsoil re-use, milled pavement, and associated site elements. In addition, the Construction Administrator will evaluate the impact of any easements, site restrictions, and the possible removal or relocation of existing equipment or buildings.

9. Materials Review:

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

10. Systems Review:

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

11. Space Requirements:

    The Construction Administrator will conduct a review of the adequacy of space allotments for maintenance of mechanical, telephone, and fire protection equipment.

12. Submittals:

    The Construction Administrator shall submit to DPW a bound report, in 8½-inch by 11-inch format, containing all necessary information, including schedules, reports, analyses, and estimates.

D. DESIGN DEVELOPMENT PHASE

1. The Construction Administrator shall update previously described tasks:

   a) Action Item Agendas.
   b) Document Review Reports.
   c) Constructability Reviews and Reporting.
   d) Project Phasing Review (if applicable)
   e) Advanced Field Operation Analysis.
   f) Schedule Refinement.
   g) Budget Refinement.

2. Value Engineering:

   The Construction Administrator will identify and recommend alternative materials, products, systems, equipment, or methods that could lead to project cost savings. In addition, the Construction Administrator shall analyze furniture, computer, telecommunications, and finish systems not previously available.

3. Construction Cost Estimate:

   Following issuance of design development documents, the Construction Administrator will prepare and issue the third of five construction cost estimates. The estimate shall be derived from actual takeoffs, subcontractor and vendor input, and material and labor cost data. All quantitative systems information shall be provided in detail. The Construction Administrator will immediately notify the DPW Project Manager if and when it becomes apparent the construction budget is exceeding the established budget (including inflation through construction) for the building and sitework.

4. Submittals:

   The Construction Administrator shall submit to DPW a bound report, in 8½-inch by 11-inch format, containing all necessary information, including schedules, reports, analyses, and estimates.

E. CONTRACT DOCUMENTS PHASE

1. 50% Contract Documents Phase Review:

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

1. Action Item Agendas.
2. Constructability Reviews and Reporting.
3. Project Phasing Review (if applicable)
4. Advanced Field Operation Analysis.
5. Schedule Refinement.
6. Budget Refinement.

b) Construction Cost Estimate:

At 50% completion of the contract documents, the design team will present and submit copies of the project plans and manual. The Construction Administrator will prepare and issue the fourth of five construction cost estimates. The estimate shall be derived from actual takeoffs, subcontractor and vendor input, and material and labor cost data. All quantitative systems information shall be provided in detail.

c) Value Engineering

The Construction Administrator will identify and recommend alternative materials, products, systems, equipment, or methods that could lead to project cost savings. In addition, the Construction Administrator shall analyze furniture, computer, telecommunications, and finish systems not previously available.

d) **Submittals:**

The Construction Administrator shall submit to DPW a bound report, in 8½-inch by 11-inch format, containing all necessary information, including schedules, reports, analyses, and estimates.

2. 100% Contract Documents Phase Review:

a) The Construction Administrator will work closely with the design team during this phase in order to submit its reports concurrently with the final contract documents from the design team. The Construction Administrator shall update previously described tasks:

- Action Item Agendas.
- Document Review Reports.
- Constructability Reviews and Reporting.
- Advanced Field Operation Analysis.
- Project Phasing Review (if applicable)
- Schedule Refinement.
- Budget Refinement.

b) Construction Cost Estimate:

At 100% completion of the contract documents, the design team will present and submit copies of the final project plans and manual. The Construction Administrator will prepare and issue the fifth and final of five construction cost estimates. The estimate shall be derived from actual takeoffs, subcontractor and vendor input, and material and labor cost data. All quantitative systems information shall be provided in detail.

c) Review Division 1 General Requirements:

Attend meetings and work sessions with owner, agency, and architect to recommend changes to the *General Conditions of the Contract for Construction* and *Division 1 General Requirements* and edit the Division 1 general requirements to make them project specific.

d) Document Review:

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

e) Submittals:

The Construction Administrator shall submit to DPW a bound report, in 8½-inch by 11-inch format, containing all necessary information, including schedules, reports, analyses, and estimates.

F. BID PHASE

During the bid phase, the Construction Administrator shall:

1. Recommend changes to bid format instructions and working procedures to clarify alternate bids, supplemental bids, and unit price requests or materials supplied by others.
2. Participate in pre-bid conferences, route inquiries to the proper source for clarification, and recommend the issuance of addenda if appropriate.
3. Upon receipt of bids, participate with DPW in substantiating bidder qualifications and participate in the review of bid proposals to assure that they contain the intended value and scope required of the bidding documents.

G. CONSTRUCTION PHASE

1. Schedule

The Construction Administrator shall review and approve the initial critical path method schedule submitted to the State by the general contractor. The Construction Administrator shall review the schedule for compliance with the contract documents and inform the State of any deficiencies. The Construction Administrator shall record, monitor, review, and provide recommendations to the State on the shop drawings submittals' and procurement schedules' conformance with the contract documents and project conditions. During the progress of construction, the Construction Administrator shall obtain from the general contractor updated monthly schedules. It shall review them to identify potential variances from the scheduled completion dates. It shall also approve and review schedules for parts of the work not started or incomplete and recommend to the DPW and the general contractor adjustments (recovery schedules) in the schedules to meet the construction completion dates. It shall also provide monthly updated status reports documenting all changes to the master precedence network construction schedule and provide an impact analysis of any variances to the master precedence construction schedule.

2. Supervision and Inspection

The Construction Administrator shall inspect all work of the general contractor, subcontractors, and any additional service providers for compliance with the contract documents. The Construction Administrator shall review the shop drawings for compliance with the contract documents without assuming any of the liabilities or responsibilities of the architect for the project, hereinafter referred to as the Architect, or perform any construction work with its own forces, without the express, written consent of the Commissioner. The Construction Administrator shall act as the State's liaison with the general contractor for the project. It shall assist in understanding the intent of the contract documents. It shall assist in obtaining from the State additional details or information when required for proper execution of the work. The Construction Administrator shall also perform the following:

a. The Construction Administrator shall conduct on-site daily inspections and monitor the work in progress to assist the DPW in determining if the work is in general proceeding in accordance with the contract documents.

b. The Construction Administrator shall report to the DPW whenever any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise the DPW and the general contractor of work that it believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

c. The Construction Administrator shall verify that tests, equipment and systems start-ups, and operating and maintenance training are conducted in the presence of appropriate personnel, and that the general contractor maintains adequate records thereof; and observe, record, and report to the DPW and the Architect appropriate details relative to the test procedures and start-ups.

d. The Construction Administrator shall report to the Architect when clarifications and interpretations of the contract documents are needed. Clarifications and interpretations issued by the Architect shall be transmitted to the general contractor by the Construction Administrator after review thereof by the Construction Administrator.

e. The Construction Administrator shall consider and evaluate the general contractor's suggestions for modifications to the drawings or specifications and report its related recommendations to the Architect and the DPW. The Construction Administrator shall then transmit to the general contractor decisions issued by the Architect.

f. The Construction Administrator shall review the safety program for the project provided by the general contractor. The Construction Administrator shall notify the general contractor and the DPW in writing of any violations of the safety program. The Construction Administrator shall stop the construction work if it perceives that a life-threatening situation exists.

3. Project Meetings

The Construction Administrator shall provide and keep a log of all meeting minutes for meetings that it attends. The Construction Administrator shall establish and monitor project meetings, which meetings shall include, but not be limited to, the following:

a. Meetings of the State, Architect, affected agency, and Construction Administrator. The actual frequency of the meeting shall be determined by the DPW Project Manager.

b. Weekly coordination and review meetings of the Construction Administrator and the general contractor.

c. All other meetings that State officials may require.

4. Documentation, Records, and Reporting

a. The Construction Administrator shall maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work-directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, Architect clarifications and interpretations of the contract documents, progress reports, and other project related documents. The Construction Administrator shall verify periodically that the general contractor is keeping a full set, at the job site, of the contract documents and the corrections and clarifications made to them. The Construction Administrator shall monitor and review the as-builts before submittal of such to the Architect for review.

b. The Construction Administrator shall keep a diary or log book recording the general contractor's hours on the job site, weather conditions, data relative to questions of work-directive changes, change orders or changed conditions, names of job site visitors, daily activities, decisions, observations in general, and specific observations in detail as in the case of observing test procedures; and send copies to the Architect.

c. The Construction Administrator shall record the names, addresses, and telephone numbers of the general contractor, subcontractors, and major suppliers of materials and equipment.

d. The Construction Administrator shall maintain a weekly photo log of events of any major activity.

e. The Construction Administrator shall prepare and provide to the State and the Architect monthly progress reports. Each monthly progress report shall include all items monitored for the past month and their relationship to the overall project including any recommendations.

f. The Construction Administrator shall examine submittals made by the general contractor 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 work. These services are to be performed within five (5) calendar days of receipt of such proposals so as not to delay the work. In the event that the incorporation of an approved substitution into the work will require revisions or additions to the contractual requirements, the Construction Administrator shall review and monitor all costs of such revisions or additions.

5. Change Orders

The Construction Administrator shall review, keep a log of and monitor all the approval processes for the requests for change orders received from the general contractor ensuring the inclusion of all back-up material. The Construction Administrator shall review the Architect's recommendation for any change order. The Construction Administrator shall perform an independent cost estimate and analysis including activity duration and schedule impact regarding the general contractor's change order request. The Construction Administrator shall forward its recommendation, along with the Architect's recommendation, to the State for approval. If requested by the State, the Construction Administrator shall negotiate the change order between the general contractor and the State. Negotiations shall include work to be performed, duration, cost, and schedule impact. All negotiation sessions shall have a written record of the meetings and exchanges prepared by the Construction Administrator for transmission to the State. The written record shall include inspection reports, progress reports, instructions given, a

record of the general contractor's and the affected agency's statements, records of existing conditions, test reports, photographs, and a summary report on the merits of the requested change order.

6. Construction Budget

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

7. Project Close out

   The Construction Administrator shall receive and review as-built drawings and submit them, if they are proper, to the Architect to produce the record drawings on mylars. Prior to the recommendation of final payment to the general contractor, the Construction Administrator shall receive and review, for completeness and compliance with the contract documents, maintenance and operation manuals, schedules, warranties and guarantees, bonds, and certificates of inspections, tests, and approvals. The Construction Administrator shall, in conjunction with the DPW and the Architect, who shall prepare a punch list, conduct an inspection to determine if the construction work is in compliance with the contract documents and is also in compliance with the State's life safety code. The Construction Administrator shall observe whether all items on the punch list have been completed and make recommendations to the Architect and the DPW concerning acceptance of the work. The Construction Administrator shall monitor the general contractor's progress and upon completion of the general contractor's work shall recommend that a final inspection be performed. The Construction Administrator shall then, in conjunction with the DPW and the Architect, perform a final inspection of the work. Contingent on this final inspection revealing the proper completion of the work, the Construction Administrator shall recommend in writing to the DPW acceptance of the work and final payment to the general contractor.

8. Payments to General Contractor

   The Construction Administrator shall review and, if appropriate, recommend for approval all of the general contractor's applications for payments. The Construction Administrator shall process such applications in accordance with the DPW's procedures and accounting requirements ensuring that the applications for payment include the Architect's signature and concurrence on the progress of the construction work. The Construction Administrator shall monitor the general contractor's payments made to its subcontractors and report to the DPW on any potential irregularities.

9. Claims and Disputes

   The action taken, services rendered, and data gathered by the Construction Administrator during contract administration are key elements with regard to construction claims. Upon direction of the Commissioner, the Construction Administrator shall perform the following:

   a. Administer the construction contract fairly and in accordance with the contract terms and conditions.

   b. Identify potential problems, evaluate the conditions involved, coordinate with the general contractor and Architect to prevent or minimize problems.

   c. Refute promptly, in writing, any written statements by the general contractor that are not correct.

   d. Keep in a separate file complete documentation of claims or potential claim activities.

VI. ADDITIONAL SERVICES

If, in the opinion of the State, any service is required which is not usually furnished in construction administration practice and which is not included in this contract, either expressed or implied by the nature of the service, then the State shall, in writing, authorize the service and the related cost. The Construction Administrator's written selection of any service provider for retention under this article is to be submitted for approval by the State. The Construction Administrator shall adequately support, in writing to the State, its recommendations as to its selection of any such service provider. Any registered consultants retained under this article shall provide evidence of their competence by affixing their seals on any work prepared by them or under their supervision.

The State shall reimburse the Construction Administrator for the cost of any services provided under this article and in addition shall also pay the Construction Administrator five percent (5%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit. When the Construction Administrator requests the need for any additional services provided under this article there shall be a minimum of three (3) written proposals obtained and forwarded to the State for approval. Should the Construction Administrator personally wish to perform any such additional services, the Construction Administrator shall submit to the State a written quotation of the cost of so performing such services. The quotation shall not include, nor shall the Construction Administrator be paid in connection with performing any such additional services, any amounts for overhead and profit.

VII. OWNERSHIP OF WORK

It is mutually agreed and understood that all finished and unfinished documentation prepared pursuant to this contract shall become the exclusive property of the State, and that the State shall have the right to immediate possession and use thereof. The State agrees that all such documentation is not to be altered by others and is to be used only in conjunction with the project for which it was prepared unless written consent is obtained from the Construction Administrator. Such consent will not be withheld provided the State agrees that upon any alterations of the Construction Administrator's documents by others, or upon reuse of the documents for any other project, the Construction Administrator will be relieved by the State of any and all responsibility arising out of such alterations or reuse or in connection therewith. The provisions of this article shall survive the termination of this contract and shall thereafter remain in full force and effect.

VIII. INSURANCE

The Construction Administrator for the duration of this contract, including any extension term, must carry insurance to protect the interest of the State. The Construction Administrator 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. The Construction Administrator shall furnish evidence by way of a certificate of insurance that he/she/it has obtained a professional services liability insurance policy with $1,000,000.00 minimum coverage for negligence and errors and omissions. The insurance shall remain in effect during the entire duration of this contract, including such additional time period as may be necessary to complete specific projects, as hereinbefore set forth, and for eight years after substantial completion of the project. The policy shall provide that it shall indemnify and save harmless the State and its officers, agents, and employees from claims, suits, actions, damages, and cost of every name and description resulting from negligence and errors and omissions in the work performed by the Construction Administrator under the terms of this contract.

Each of the policies for such kinds of insurance mentioned above shall be issued by an insurance company or companies satisfactory to the DPW and shall contain a provision that coverages will not be changed, cancelled, or non-renewed until at least sixty (60) calendar days' prior written notice has been given to the DPW. Each

insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance. Such insurance policies shall name the State as an additional insured, except that the State shall not be named as an additional insured with respect to the coverage for the statutory workers' compensation, automobile liability, and employers' liability insurance and to the coverage for professional liability insurance. Certificates of insurance showing such coverages as required in this article shall be filed with the DPW prior to the time this contract is executed on behalf of the State.

IX. INDEMNIFICATION

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

X. NONPERFORMANCE

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

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

XI. SUSPENSION OF THE WORK

A. The State, at any time, may suspend all or any part of the services of the Construction Administrator. In such event, the Construction Administrator shall be given seven (7) days' notice of such suspension in writing by registered or certified mail to the Construction Administrator's address as given for correspondence purposes. The mailing of such notice shall preclude any claim on the part of the Construction Administrator as to failure to receive notice of such suspension.

B. In the event of suspension by the State as noted above, the Construction Administrator shall be entitled to such compensation as the State 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 Construction Administrator pursuant to this contract shall be applied as payment on the fees for 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 Construction Administrator 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 Construction Administrator 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.

XII. 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 effective by delivery to the Construction Administrator of a written notice of termination. The notice of termination shall be sent by registered or certified mail to the

Construction Administrator's address as furnished to the State for purposes of correspondence, or by hand delivery. Upon receipt of such notice, the Construction Administrator 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 Construction Administrator in performing its duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State.

B. If the termination is for the convenience of the State, the Construction Administrator 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 Construction Administrator to fulfill its contract obligations, the State may take over the work and prosecute the same to completion by contract or otherwise. In such event, the Construction Administrator 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 Construction Administrator to fulfill its contract obligations it is determined that the Construction Administrator had not so failed, the termination shall be deemed to have been effected for the convenience of the State. In such event, the Construction Administrator shall be entitled to reasonable compensation provided in Section B of this article.

XIII. SUCCESSORS AND ASSIGNS

If the Construction Administrator is a sole proprietor and the Construction Administrator should die during the term of this contract, this contract shall be considered terminated. In the event of such termination, the Construction Administrator'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. The Construction Administrator shall not assign, sublet, or transfer any rights under or interest in this contract without the written consent of the State. No assignment will release or discharge the Construction Administrator from any duty or responsibility under this contract. The Construction Administrator shall be responsible to the State for acts and omissions of its own employees and any of its service providers hereinbefore mentioned and their employees.

XIV. FORCE MAJEURE

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

XV. WAIVERS

All conditions, covenants, duties, and obligations contained in this contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal and/or equitable remedies to that party.

XVI. SEVERABILITY

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

XVII. ENTIRE CONTRACT

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.

XVIII. GOVERNING LAWS

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

XIX. CONFIDENTIALITY OF DOCUMENTS

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

B. The Construction Administrator 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 Construction Administrator 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.

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

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

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

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

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

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

(b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(f) The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

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

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities

with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

(h) The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

B. Executive Orders. The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

1. The contractor agrees to abide by such Executive Orders.
2. The State Contracting Standards Board may review this contract and recommend termination of the contract for a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes, or wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
3. This contract may be cancelled, terminated or suspended by DPW or the State Labor Commissioner for violation of or noncompliance with Executive Orders No. Three or Seventeen or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not party to this contract. The State Labor Commissioner shall have continuing jurisdiction regarding contract performance concerning nondiscrimination and listing all employment openings with the Connecticut State Employment Service until the contract is completed or until the contract is terminated prior to completion.
4. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the contractor will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

5. This contract may be cancelled, terminated, or suspended by DPW or the State for violation of or noncompliance with Executive Order Sixteen. In addition, the contractor agrees to include a copy of Executive Order Sixteen, and the requirement to comply with said order, in all contracts with its contractors, subcontractors, consultants, subconsultants and vendors.

C. This contract is subject to the provisions of the Department of Public Works Sexual Harassment Policy ("Policy") and, as such, the contract may be cancelled, terminated, or suspended by the State in the event that the contractor, its employees, contractors, subcontractors, consultants, subconsultants, or vendors engage in behavior prohibited by the provisions of the Policy (a copy of the Policy is attached hereto as **Exhibit 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. The Summary of State Ethics Laws posted on the DPW home page (http://www.ct.gov/dpw/site/default.asp), and as may be revised from time to time, is incorporated herein by reference as if fully set forth herein. This Summary may be found by clicking on "Ethics Affidavits & Legal Forms."

E. **Campaign Contribution Restriction Provision**

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

XXI. LARGE STATE GOVERNMENT CONTRACTS

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

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

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

C. Each large state contractor shall post a notice of the provisions of Section 4-61dd relating to large state contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

XXII. ANNUAL CERTIFICATION

If the aggregate value of this contract is $50,000.00 or more, including all amendments and/or commission letters, then the Construction Administrator 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.

XXIII. APPROVAL OF THE STATE PROPERTIES REVIEW BOARD

As provided in Connecticut General Statutes Section 4b-23(i), it is essential for the Construction Administrator contracting with the Department of Public Works to understand that the approval of the State Properties Review

Board must be granted before the Construction Administrator's task can begin. By providing service without a properly executed task letter under this contract, the Construction Administrator accepts the risk that payment will not be made by the State of Connecticut.

XXIV. EFFECTIVE DATE OF CONTRACT

This contract shall become effective 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.

XXV. SOVEREIGN IMMUNITY

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

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

(a) All services performed by and material supplied by the Construction Administrator under this contract shall be subject to the inspection and approval of the State at all times, and Construction Administrator shall furnish all information concerning such material and services as may be requested by the State.

(b) The Construction Administrator 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, Construction Administrator's, and, in the case of each subcontract, the applicable subcontractor's, performance hereunder. The Construction Administrator 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 Construction Administrator'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 Construction Administrator 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 Construction Administrator'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 Construction Administrator at least twenty-four (24) hours notice of any intended inspections or examinations.

(d) At the State's request, the Construction Administrator shall provide the State with hard copies of or electronic media containing any data or information in the possession or control of the Construction Administrator which pertains to the State's business or this contract.

(e) The Construction Administrator 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 Construction Administrator 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 Construction Administrator shall incorporate the provisions of this Section, including this subsection (h), verbatim into any contract or other agreement it enters into with any subcontractor under this contract.

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

Attested by:

Holly J. Hart
Witness Holly J. Hart

Diane M. Chace
Diane M. Chace
Witness

State of Connecticut

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

Date signed: 11-5-10

Attested by:

Linda Lee Huntley
Witness Linda Lee Huntley

Jamila H. Golgar
Jamila H. Golgar
Witness

Strategic Building Solutions, LLC

By: Melvin Overmoyer
Print name: MELVIN OVERMOYER
Its MEMBER, Duly Authorized

Date signed: 11/1/10

Approved as to form:

ASSOC. ATT. GENERAL
Attorney General

Date signed: 11/19/10

Exhibit A

COMMISSIONING AGENT

The Commissioning Agent or its staff designated for a project shall satisfy the following requirements:

1. Has acted as the principal Commissioning Agent for at least three projects of relative size and complexity to the assigned project over the past three (3) years.

2. Has had recent extensive experience with sustainable design and construction projects, specifically LEED projects.

3. Possesses extensive knowledgeable in building operation and maintenance training.

4. Possesses extensive experience with operation and trouble shooting of Heating/Ventilation/Air Conditioning (HVAC) systems and energy management systems.

5. Is knowledgeable in testing and balancing of various media systems.

6. Has experience with high performance system design and HVAC control strategy optimization.

7. Possesses excellent verbal and written communication skills; is highly organized; and is able to interact effectively with designer professionals, owner and contractor's project management staff as well as technicians and tradesmen.

8. Has extensive experience in writing commissioning specifications.

9. Has staff designated for this project who are licensed by the State of Connecticut as Professional Engineers in mechanical or electrical engineering. Trade and contracting licensure is also desirable.

10. The Commissioning Agent staff shall be certified in building commissioning by the Building Commissioning Association or the Association of Energy Engineers.

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

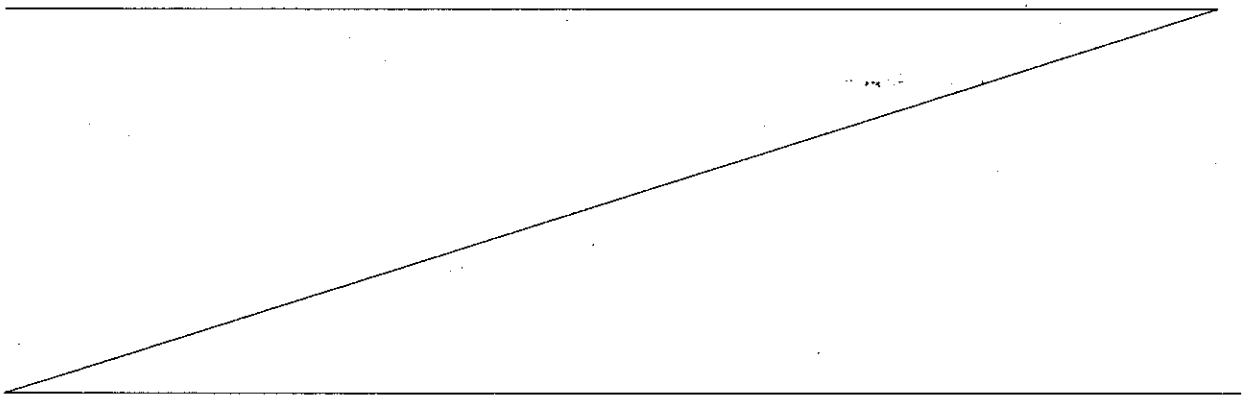
Sexual harassment is a particular type of sex discrimination. Like all sexual discrimination, it is illegal. It violates high standards of honesty, integrity, impartiality and conduct required of all sections of the Department of Public Works. It also interferes with and impedes work productivity.

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.



STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION
20 Trinity Street Hartford, Connecticut 06106–1628

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

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

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

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

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

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

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

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

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