

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS

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

This contract is entered into this *7th* day of *August*, *2009*, by and between the State of Connecticut, hereinafter called the "State," acting herein by its Commissioner of the Department of Public Works (DPW), under the provisions of Sections 4-8 and 4b-1 of the Connecticut General Statutes, as revised, and

Strategic Building Solutions LLC
599 Middlesex Turnpike
Old Saybrook, CT 06475

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

New Academic Classroom and Office Building
Central Connecticut State University
1615 Stanley Street
New Britain, Connecticut

Project Number: **BI-RC-324**
Contract Number: **BI-RC-324-CA**

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

I. GENERAL

- A. The Construction Administrator accepts the relationship of trust and confidence established with the State by this contract, and agrees to cooperate with the architect, hereinafter referred to as the Architect, for the Project in furthering the interests of the State. The State shall endeavor to promote harmony and cooperation among the State, Architect, Construction Administrator, and other persons or entities employed by the State.
- B. The Construction Administrator agrees to furnish certain services as set forth in "Exhibit A" which exhibit is attached hereto and made a part hereof. Said services shall be furnished within such time as determined by the Commissioner of DPW, hereinafter referred to as the Commissioner.
- C. The Construction Administrator agrees to become familiar with and follow the DPW written procedures as defined in the "DEPARTMENT OF PUBLIC WORKS CONSULTANTS PROCEDURE MANUAL, dated October 2008, which may be amended from time to time.
- D. The Construction Administrator shall work under the direction of the DPW Project Manager in consulting with the State Fire Marshal, the State Building Inspector, the Department of Environmental Protection, and other State and Federal agencies having jurisdiction over the Project to ascertain requirements of the Project and to become familiar with said agencies' concerns, requirements, and procedures.
- E. The recommendations and advice of the Construction Administrator concerning design alternatives shall be subject to the review and approval of the State and the State's professional consultants. It is not the Construction Administrator's responsibility to ascertain that the drawings

and specifications for the Project are in accordance with applicable laws, statutes, ordinances, building codes, rules, and regulations. However, if the Construction Administrator recognizes that portions of the drawings and specifications are at variance therewith, the Construction Administrator shall promptly notify the Architect and State in writing.

- F. 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.

II. PAYMENT OF CONSTRUCTION ADMINISTRATOR'S FEE

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

III. SPECIAL SERVICES

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

B. SPECIAL CONSULTANTS

1. Should it be necessary for the Construction Administrator to engage the services of a licensed land surveyor, geotechnical engineer, test boring firm, or other special consultants for the purposes of this contract, the State shall reimburse the Construction Administrator for the cost of such services 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.
2. The Construction Administrator shall define and prepare the scope of additional special services for the State's prior review and approval.
3. The Construction Administrator shall arrange to have at least three (3) qualified consulting firms submit written proposals for the work directly to the State in sealed envelopes.

4. The State reserves the right to waive any or all of these requirements, as set forth in subsection B of Article III.

IV. INSURANCE

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

- A. Statutory Workers' Compensation and Employers' Liability:**
- 1. Workers' Compensation: Statutory limits
 - 2. Employers' Liability: \$500,000 policy limit
 - a. Bodily injury by accident: \$100,000 each accident
 - b. Bodily injury by illness: \$100,000 each employee
- B. Commercial General Liability:**
- Combined single limit: \$1,000,000 each occurrence
\$2,000,000 annual aggregate
- C. Comprehensive Automobile Liability**
(to include owned, non-owned and hired vehicles): \$1,000,000 each occurrence
Combined single limit: \$1,000,000 annual aggregate
- D. The Construction Administrator shall furnish evidence by way of a certificate of insurance that it has obtained a professional services liability insurance policy with \$1,000,000.00 minimum coverage for negligence and errors and omissions. If any claims are paid against its professional services liability insurance policy, the Construction Administrator agrees to purchase additional insurance in order to maintain the minimum coverage of \$1,000,000.00. The insurance shall remain in effect during the entire duration of this contract, including such additional time period as may be necessary to complete specific projects, as hereinbefore set forth, and for eight years after substantial completion of the project. The policy shall provide that it shall indemnify and save harmless the State and its officers, agents, and employees from all claims, suits, actions, damages, and costs of every name and description resulting from negligence and errors and omissions in the work performed by the 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 the State shall not be named as an additional insured with respect to the coverage for the statutory workers' compensation, automobile liability, and employers' liability insurance and to the coverage for professional liability insurance. Certificates of insurance showing such coverages as required in this article shall be filed with the DPW prior to the time this contract is executed on behalf of the State.

V. CONFIDENTIALITY OF DOCUMENTS

- A. The 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.

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

- 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 C). 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 "Affidavits."

E. CAMPAIGN CONTRIBUTION RESTRICTION PROVISION

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

VII. LARGE STATE GOVERNMENT CONTRACTS

If the 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.

VIII. 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 three (3) 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 Commissioner shall deem reasonable.
- C. Should the State reactivate any assigned work covered by this contract, in whole or in part, within one year from the time the work was suspended, any fees paid to the Construction Administrator pursuant to this contract shall be applied as payment on the fees for the work as set forth in this contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year, the 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, estimates, and schedules 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, estimates, and schedules prepared pursuant to this contract shall become the property of the State and the State shall have the right to immediate possession and use thereof.

IX. TERMINATION OF CONTRACT

- A. Notwithstanding any provisions or language in this contract to the contrary, the Commissioner may terminate the contract whenever he determines in his sole discretion that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Construction Administrator of a written notice of termination.

- B. The notice of termination shall be sent by registered or certified mail or by hand delivery to the Construction Administrator's address as furnished to the State for purposes of correspondence. 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, correspondence, 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.
- C. 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.
- D. 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.
- E. 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 as provided in Section A of this article.
- F. If the Construction Administrator is a sole proprietor and the Construction Administrator should become deceased 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, estimates, and schedules prepared under this contract. The Commissioner shall determine the amount of such payment.

X. ENTIRE AGREEMENT

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

XI. ANNUAL CERTIFICATION

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

XII. CONNECTICUT LAW

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

XIII. SOVEREIGN IMMUNITY

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

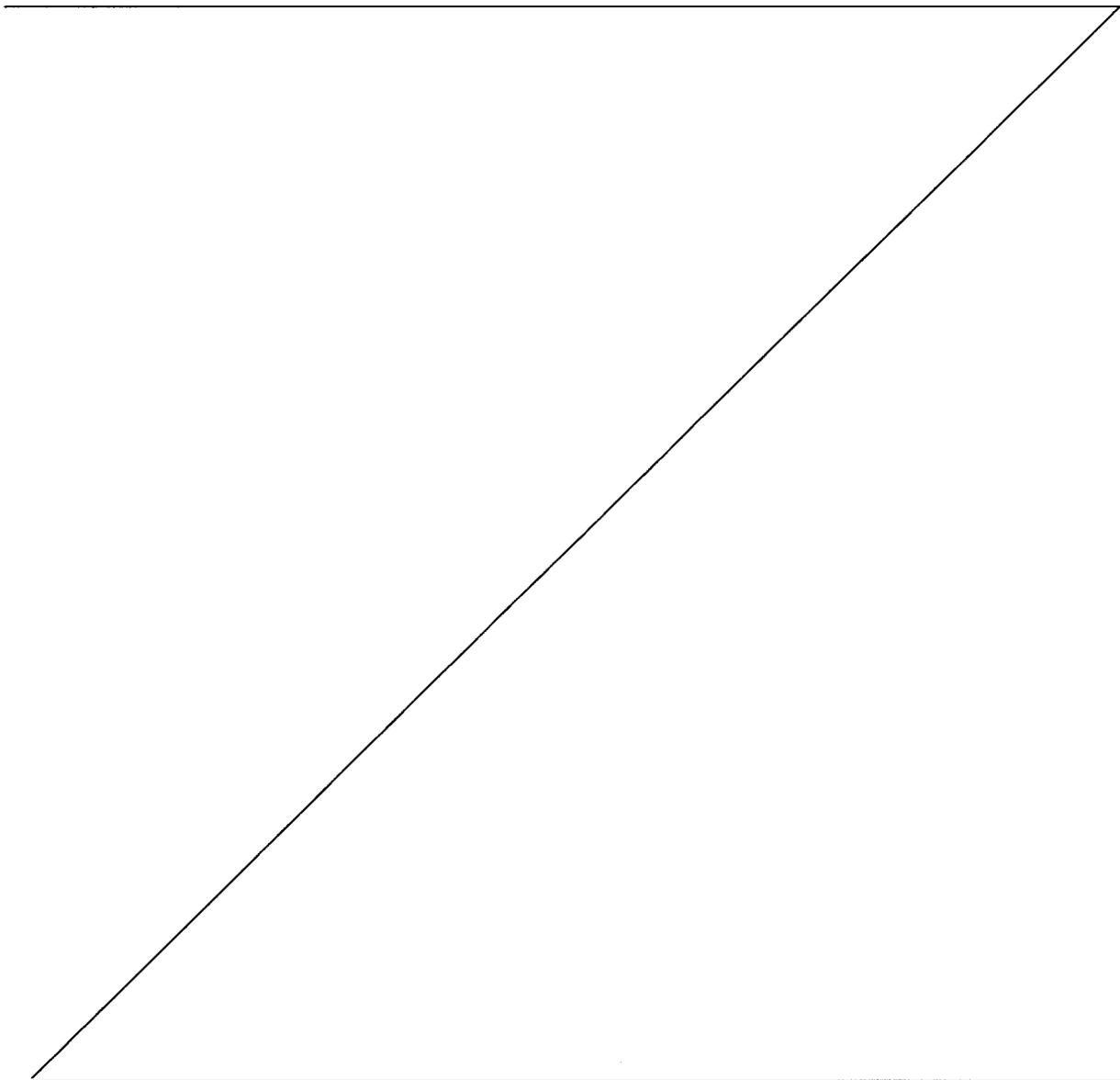
article shall control. This article of the contract shall survive the completion and/or termination of this contract.

XIV. APPROVAL OF STATE PROPERTIES REVIEW BOARD

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

XV. APPROVAL OF THE ATTORNEY GENERAL

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



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

Attested by:

State of Connecticut

Holly J. Hart

Witness *HOLLY J. HART*

By: *Raeanne V. Curtis*

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

Date signed: *August 7, 2009*

Diane M. Chace

Witness *DIANE M. CHACE*

Attested by:

Strategic Building Solutions LLC

Denise Petit

Witness
Denise Petit

By: *Jonathan Winikur*

Jonathan Winikur
Its Member, duly authorized

Date signed: *July 20, 2009*

Julie LaDone

Witness
Julie LaDone

Approved as to form:

Julie B. NK

Attorney General

ASSOC. ATTY. GENERAL
Date signed: *8/27/09*

EXHIBIT A

**New Academic Classroom and Office Building
Central Connecticut State University
1615 Stanley Street
New Britain, Connecticut
Project No. BI-RC-324
Contract No. BI-RC-324-CA**

I. PROJECT DESCRIPTION

This project provides for the construction of a new freestanding four story 75,055 gross square foot academic classroom and office building at Central Connecticut State University (CCSU) in New Britain, CT. This building shall be designed using the programming and preplanning study dated 12 February 2007 prepared by W.E. Wickerham Associates, LLC. In addition, the building site selected for this project is located to the south and east of and adjacent to Barnard Hall. The building shall include a steel structure, concrete slabs, brick veneer/concrete masonry unit exterior, aluminum windows, and standing seam copper roofing on light gage trusses. Landscaping design will be required to tie the new building into the existing site and other adjacent buildings.

New spaces include, but are not limited to, conference, lecture, seminar and library rooms, computer labs, lounge areas, common areas, faculty offices, classrooms, display spaces and related support spaces. The project is designed to meet or exceed the United States Green Building Council (USGBC) LEED Silver rating criteria. The project shall make application to obtain LEED Silver Certification.

The project shall comply with applicable building and fire codes and meet Americans with Disabilities Act (ADA) accessibility requirements. The project includes acoustical considerations and the building will be equipped with HVAC, fire protection, security systems and electrical/lighting systems. The telecommunications and audiovisual systems shall be designed for effective classroom instruction and support the students, department faculty and staff who will occupy the facility. The building and site improvements will include an innovative storm-water collection and reuse system to insure a zero rate of increase in runoff from the building site and the water stored and reused for toilet flushing.

II. CONSTRUCTION ADMINISTRATOR'S SCOPE OF PROFESSIONAL SERVICES

The Construction Administrator's design phase services will include the schematic design, design development, contract documents, and bidding phases. Each phase will commence when written notice to proceed is issued by the Department of Public Works (DPW). The Construction Administrator shall provide the design phase services within the time period specified herein or, at the option of the DPW, within extended periods as determined by the Department if the Department is of the opinion that extensions are warranted and if the Department evidences its consent to such extensions in writing. The Construction Administrator shall not commence any phase work under the contract 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.

Prolog Project Management Requirements

- a. The State of Connecticut Department of Public Works (CTDPW) is using Meridian Systems Prolog Manager as the project management software tool for this project.
 - b. 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.
 - c. The CA is required to utilize Prolog Manager for the duration of this project and shall provide project document information via this program. This includes the information described in Exhibit A of this contract, such as Daily Reports (Daily Work Journal), Special Inspections, Testing, Safety Notices, Requests for Information, Project Meeting Minutes, Potential Change Orders, Change Orders, Project Correspondence, Submittal Tracking, Project Schedules, Issues (Action Items), Project Transmittals, Progress Photos, Closeout Log, etc.
 - d. The CA is required to purchase hosting services for one (1) individual to be utilized on the CT DPW Prolog Hosted System from Meridian Systems, through PSS Consulting Group and maintain the hosting services for the duration of this project. The cost for the hosting service fees (\$90/month X 22 months = \$1980) shall be included by the CA in the cost for this contract.
 - e. The CA shall arrange for training with DPW. This training will be conducted at DPW in conjunction with the Project Manager and DPW Prolog Staff. One day of training is to be provided by DPW.
 - f. The CA shall contact PSS Consulting Group, Inc., the authorized Meridian reseller, for the hosting services and training at <http://www.pssgroup.com> | david@pssgroup.com or **Phone:** (978) 440-7060 | **Fax:** (508) 653-5080.
 - g. Connecticut Department of Public Works (CTDPW) has established a project specific email "file" address for this project. The CA shall send an electronic "file" copy of all project documents to this email address, to include but not limited to all project correspondence, project emails, forms, etc.
 - h. The CA is required to scan all documents that contain wet (ink) signatures and send a copy of those documents electronically to the 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.
- A.** The Construction Administrator shall provide systems commissioning services as an integrated service but performed as an independent function as the Systems Commissioning Authority (SCA) in order to perform the duties as outlined below for the construction of the new academic classroom and office building, Central Connecticut State University, New Britain, CT. The project shall be designed and constructed to LEED Silver or equivalent standards. The commissioning services duties in support of LEED Silver or equivalent standards cover both the design and construction phases of the project.
- 1.** Perform a Review of the Construction Documents:
 - a. The SCA shall review the construction documents;
 - b. The SCA shall provide the design team, the Department of Public Works (DPW), CCSU and the Connecticut State University System (CSUS) with review comments. These

comments will primarily be in regard to how well the proposed systems lend themselves to being user friendly, easily operated and maintained, and economical to operate. The SCA shall verify that the design calls for adequate test control points and ports and adequate control monitoring and trending points in the backnet automation system (BAS).

- c. The SCA shall provide the above written plan review comments and, as required, provide on-site discussions with the design team, DPW and CCSU, CSUS, and the CA to review its comments;
- d. The SCA shall provide the above written comments within 30 days after receipt of notification to proceed from the Construction Administrator.

2. Commissioning Plan

- a. The SCA shall prepare a detailed, phased facility construction and acceptance Commissioning Plan for this project. The plan will be an informational document and shall include, but not be limited to, the following:
 1. Outline the commissioning responsibilities of CCSU, the design team, the SCA, and the general contractor;
 2. The plan will identify what systems are to be commissioned (included in the commissioning process);
 3. The plan will provide an overview of the method of verification and documentation that will be used during the commissioning process;
 4. The plan will contain anticipated schedules for commissioning of the systems.
- b. The Commissioning Plan will be reviewed with DPW, CCSU, CSUS, the design team, and the general contractor. As required, the plan will be modified and approved by the DPW, the design team, CCSU, and the general contractor. Upon approval, the SCA will issue the final Commissioning Plan.
- c. The SCA shall issue eight (8) copies of the final Commissioning Plan within fourteen (14) days following the written approval of the above parties.

3. Review Mechanical and Electrical Contractors' Submittals:

- a. The SCA shall provide a review of the mechanical and electrical submittals and shop drawings provided by the contractor and sub-contractors;
- b. The submittal review will be completed to determine adherence to the design intent and familiarize the SCA with the specific equipment that the general contractor will be installing on the project. This will allow the SCA to tailor its pre-functional test check-off sheets and functional test procedures to the specific pieces of equipment. Any discrepancies with the design documents that the SCA finds will be brought to the attention of the design team, DPW and CCSU. The resolution of these issues will be the responsibility of DPW, CCSU, and the design team with input provided by the SCA.

4. Review of Equipment Control Contractor's Software

- a. The SCA shall review the equipment control contractor's shop drawings, sequence of operations, and control logic. The review will familiarize the SCA with the control logic and specific types of instruments that the contractor will use to meet the design criteria.
- b. The SCA shall also review the lines of software code that the contractor is intending to use in the Direct Digital Control (DDC) system.

5. Develop Contractor Commissioning Log Books, including Pre-functional Test Check-off Sheets and Verification of Completion Forms
 - a. After a review of the contractor submittals and control software, the SCA shall develop pre-functional test check-off sheets and Verification of Completion forms for all equipment to be commissioned.
 - b. These forms will be provided to the contractor in the form of commissioning log books for their further distribution to the appropriate subcontractors. The forms will be utilized by the subcontractors in documenting the completion of the installation.
 - c. The general contractor shall verify the accuracy and completeness of the subcontractors' documentation and notify the SCA that systems are prepared for testing, balancing, and functional testing.

6. On-site Construction Observation and Construction Meeting Attendance
 - a. The SCA shall schedule, attend, and direct all commissioning meetings and attend periodic DPW, CCSU, design team, and CA project and/or coordination meetings with the general contractor.
 - b. The SCA shall provide on-site construction observation visits during the construction phase of the project.
 - c. The frequency of the site visits shall be based on the stage of construction. As a minimum, site visits shall be made on a monthly basis and, as the project moves closer to completion, may become weekly or daily as the commissioning testing gets underway.
 - d. The purpose of the visits will be to acquaint the SCA with the progress of the construction, and become familiar with the systems that the SCA will be testing and commissioning. Any discrepancies the SCA might observe with regard to the actual construction and the contract documents will be brought to the attention of DPW, CCSU, CSUS, the design team, and the general contractor.
 - e. The site visits will be scheduled in order that the SCA can witness an adequate amount of heating, ventilation, and air conditioning (HVAC) pipe testing and flushing to ensure that the general contractor is following proper procedures. The SCA shall also witness an adequate amount of duct pressure testing and cleaning to ensure that the general contractor is following proper procedures.
 - f. The on-site visits will also allow the SCA to more accurately schedule the commissioning process so that it can easily interface with the completion of the construction.
 - g. Each site visit shall be documented with a written report that will be distributed to DPW, CCSU, CSUS, the design team, and the general contractor. The report will include a discrepancy/recommendation log, which will be updated after each site visit.

7. Development of Functional Test Procedures
 - a. Based on the information obtained from its review of design criteria and construction documentation, the SCA shall develop functional test procedures for those systems to be commissioned.
 - b. These functional test procedures shall provide a detailed procedure of how the system shall be tested and a record sheet for recording the test results.
 - c. The test procedures shall be as explicit and exact as possible so that the test can be easily repeated by more than one tester and the same results obtained.
 - d. The SCA shall review the test procedures with DPW, CCSU, the design team, and the general contractor. If required, the test procedures will be modified and then approved by the aforementioned parties.

- e. The SCA shall issue the final functional test procedures to DPW, CCSU, the design team, and the general contractor.
- f. Functional test procedures shall be provided for the following systems installed as part of this project. Failure to include an item on this list shall not alleviate the SCA's obligation to test all systems included in the building, assumed to require testing under commissioning systems criteria established throughout the design of the project.
 - All air handling units and associated heating and cooling coils, etc.
 - All humidifiers
 - All exhaust fans
 - All return fans
 - All variable air volume (VAV) terminal units and associated reheat coils
 - Boiler, boiler combustion air fan, and all associated pumps, tanks, condensate pumps, etc.
 - All heat exchangers and associated pressure relief valves (PRVs)
 - Chilled water system
 - Hot water heating system
 - Computer room air conditioning units and associated split system condensers
 - All unit heaters, cabinet heaters, etc.
 - Building automation system and interface systems
 - Direct Digital Controls and system interlocks
 - Emergency generator and associated transfer panels
 - Lighting control system
 - Fire alarm system interfaces with HVAC systems
 - Security systems
 - Telecommunications Systems

8. Develop Commissioning Schedule

- a. The SCA shall develop a commissioning schedule including but not limited to the HVAC systems and electrical systems of the project.
- b. The schedule will be developed through a review and coordination with the construction completion schedule. It will include contractor and manufacturer start-up tests of major equipment.
- c. The schedule will be submitted to DPW, CCSU, CSUS, the design team, and the general contractor, for their review and approval.
- d. Upon approval of the schedule, the SCA shall monitor and update it on a periodic basis.

9. Preparation for and Review of Testing, Adjusting, and Balancing (TAB) of the Project's HVAC Systems

- a. Prior to the balancing contractor starting its work, the SCA shall review the duct installation for readiness and verify that the functionality of the systems' controls is at a state that the balancing can commence.
- b. The SCA shall review the completed balance report and independently spot check balancing test readings to verify compliance with the submitted report.
- c. Any discrepancies identified during the SCA's review will be brought to the attention of DPW, CCSU, CSUS, the design team, and the general contractor for their review.
- d. As required, the SCA shall facilitate discussions with DPW, CCSU, CSUS, the design team, and the general contractor to resolve any discrepancies identified during its review.
- e. A copy of the final balancing report will be included in the final Commissioning report.

- f. Any smoke control testing by other agencies having authority will be witnessed and documented by the SCA.
- g. Coordinate and witness start-up of hydronic systems to verify cleaning, flushing and chemical treatment have been completed prior to the start of water balancing.

10. Perform Functional Test Procedures and Document Results

- a. The SCA shall commission those systems as outlined in the commissioning plan through the performance of the functional test procedures.
- b. Testing will be scheduled based on the commissioning schedule, the completion of the work, and the system testing and balancing.
- c. During the testing, a weekly report of progress and results will be provided to DPW, CCSU, CSUS, the design team, and the general contractor. Additionally, a running discrepancy/recommendation log will be provided and updated weekly. The SCA shall retest after corrections have been made upon formal notification by the contractor of completion and track all corrections.
- d. As required, if systems do not comply with the testing standards the SCA shall provide recommended solutions to be reviewed by DPW, CCSU, CSUS, the design team, and the general contractor. The SCA shall facilitate discussions with this group in order for a workable solution to be obtained.
- e. All test results will be documented for inclusion in the final commissioning report.
- f. Any testing requiring seasonal peak testing will be performed in the peak season.

11. Review Contractor's Operation and Maintenance (O&M) Manuals, Warranties, and As-built Documentation

- a. Upon receipt of the O&M manuals from the general contractor via the design engineer, the SCA shall review the manuals for, but not limited to, completeness and for compliance to the construction contract.
- b. The SCA shall verify completeness from an operational point of view and include commissioning information.
- c. On an ongoing basis during construction and at the completion of the project, the SCA shall observe that the construction documents are being properly updated in order to provide accurate as-built documentation.
- d. The SCA shall review all HVAC system and electrical equipment warranties to verify that CCSU's responsibilities are clearly defined.

12. Provide Operation Staff Training

- a. The SCA shall develop a "System Manual" that shall be used by the facility personnel for training purposes.
- b. The SCA shall supervise the training of the maintenance personnel in a review of the following:
 - 1. System configuration
 - 2. Control sequences
 - 3. Special systems
 - 4. Safety
- c. The training will be conducted after the O&M manuals have been distributed to the maintenance personnel.

- d. The SCA shall coordinate with the general contractor to ensure that all training specified in the project construction documents is properly carried out by the general contractor in accordance with the construction contract documents.

13. Develop a Preventative Maintenance Program

- a. The SCA shall work with the CCSU staff to determine which major pieces of equipment will be included in the preventative maintenance program, and will also develop the format in which the program will be developed.
- b. The SCA shall develop preventative maintenance data sheets for each piece of equipment to be included in the program.
- c. The SCA shall review the program and all individual data sheets with CCSU and, as required, make modifications to finalize the program.
- d. The SCA shall assist CCSU in importing the data into the current existing preventative maintenance program.

14. Final Commissioning Report

- a. The SCA shall provide a final commissioning report. This report will include the following:
 - 1. Summary of commissioning process.
 - 2. A final review of how well the systems meet the design intent, including any noted discrepancies and any recommendations for modifications.
 - 3. All functional test procedures and their final record sheets.
 - 4. Final discrepancy/recommendation log listing final status of each item.
 - 5. Final TAB report.
- b. The SCA shall submit eight (8) copies of the final commissioning report within 60 days after completion of the services itemized in subsections 1 through 13 above.

15. Warranty Period Review

- a. As required, during the warranty period the SCA shall retest any systems that had their testing deferred during the initial functional testing and shall provide any seasonal testing that had been deferred due to the lack of peak season conditions. This testing will ensure that all system sequences of operations have been verified.
- b. The SCA shall provide a site visit at the 10-month interval of the project warranty.
- c. The SCA shall review with the operations staff how well the commissioned systems have been performing and identify any problems that may require review or correction.
- d. The SCA shall provide a written report outlining the findings of its warranty reviews and recommendations with regard to any corrective action that may be required.
- e. The SCA shall conduct a post occupancy evaluation in accordance with the LEED silver objectives and compare the results with the original performance goals.
- f. The SCA shall complete the warranty period review and submit eight (8) copies of the written report within 13 months after completing the final commissioning report.

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. 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 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 on these tasks and any other tasks the Construction Administrator deems appropriate in order to track project progress and verify future milestones.

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. Schedule submissions will be coordinated with the architect's design submissions throughout the design process (minimum of 3).

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

2. 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.

3. Document Review Reports:

The Construction Administrator shall prepare "Document Review" reports for each design phase submittal by the architect.

- a) Schematic Design Phase - 1 submission
- b) Design Development Phase - 1 submission
- c) 50% Contract Document Phase - 1 submission
- d) 100% Contract Document Phase - 1 submission

4. 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 campus, to become familiar with on-site conditions.
- b) Proposed mechanical, electrical, and plumbing (MEP) systems overview.
- c) Soil conditions based upon the geo-technical report provided by others.

- d) Sustainable Design strategies including LEED Silver certification and CCSU policies and standards for healthy buildings.

5. 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 schematic, 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) Field operation locations.
- e) Temporary field utility usage and feeds.
- f) Sequencing and existing utility relocation and tie-in to campus utilities and up/down stream user impacts.

6. Construction Cost Estimate:

Upon review of submitted schematic design documents, the Construction Administrator will prepare and submit to DPW the first construction cost estimate. As the design detail advances, the cost estimates will correspondingly reflect greater detail in the 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, and experience with systems and finishes on similar projects. Input from various trade contractors and vendors will also be sought. The estimates will utilize the standard Construction Specifications Institute (CSI) format. All cost analysis will be representative of inflation to time of construction, scheduled to start mid 2010. **Under no circumstances will the cost of the project exceed the established budget of \$25,893,500 for construction and site work without prior written authorization from DPW.**

7. Value Engineering/Cost Reduction Alternatives:

Through the value engineering process, the budgeted \$25,893,500 (unless modified in writing by the DPW) construction cost estimate can be concentrated in those areas of the facility that are most important to the owner. The Construction Administrator will identify and recommend alternative materials, products, systems, equipment, or methods that could lead to project cost savings. Impact on schedule and sequencing will be analyzed and reported. The process shall facilitate the selection of building systems by analyzing each system's impact on the Project's budget and schedule and on the long-term operating costs of the Project.

8. Site Conditions:

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

9. Materials Review:

The 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 eight (8) copies of a bound report, in 8½-inch by 11-inch format, containing all necessary information, including schedules, reports, analysis, and estimates.

D. DESIGN DEVELOPMENT PHASE

1. The Construction Administrator shall update previously described tasks:

- a) Action Item Agendas.
- b) Constructability Reviews and Reporting.
- c) Advanced Field Operation Analysis.
- d) Schedule Refinement.
- e) 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 second construction cost estimates. These estimates will 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 estimates will utilize the standard CSI format. The Construction Administrator will immediately notify the DPW Project Manager if and when it becomes apparent the construction budget is exceeding the established budget of \$25,893,500 (including inflation through construction) for the building and site work.

4. Submittals:

The Construction Administrator shall submit to DPW eight (8) copies of a bound report, in 8½-inch by 11-inch format, containing all necessary information, including schedules, reports, analysis, and estimates.

E. CONTRACT DOCUMENTS PHASE

1. 50% Contract Documents Phase Review:

a) The Construction Administrator shall update previously described tasks:

1. Action Item Agendas.
2. Constructability Reviews and Reporting.
3. Advanced Field Operation Analysis.
4. Schedule Refinement.
5. 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 third of four 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 eight (8) copies of 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 shall update previously described tasks:

- Action Item Agendas.
- Constructability Reviews and Reporting.
- Advanced Field Operation Analysis.
- 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 fourth and final of four 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 eight (8) copies of a bound report, in 8½-inch by 11-inch format, containing all necessary information, including schedules, reports, analyses, and estimates.

The Construction Administrator will work closely with the architect during this phase in order to submit its report concurrently with the final contract documents from the architect. This may involve updating and making adjustments to the 50% construction cost estimate to reflect minor design changes made to the final contract documents.

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 SERVICES

DUTIES AND SERVICES:

The Construction Administrator's construction phase services are for a time period not to exceed **Twenty Two (22)** months, commencing with the date set forth in the written notice to proceed sent to you by the DPW Project Manager. Said number of months may be extended in writing by the Commissioner of the DPW, hereinafter referred to as the Commissioner. In the event that the time period of the construction contract is exceeded by more than 10% due to no fault of the Construction Administrator, the Construction Administrator may be paid a reasonable fee for any services required beyond the 10% construction contract time overrun. A reasonable fee shall be determined by the Commissioner for an appropriate level of services for the extended time. The parties recognize that during the extended time the level of staffing and/or services may be decreased, which shall be considered by the Commissioner in the determination of a reasonable fee. The question of fault or no fault on the part of the Construction Administrator shall be determined by the Commissioner in his/her sole discretion. His/her determination shall be fair and equitable, and shall be final and binding.

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

The Construction Administrator agrees to follow the applicable provisions set forth in the manual entitled "Consultants Procedure Manual" prepared by the State of Connecticut, Department of Public Works, given to the Construction Administrator prior to this contract being entered into and which may be modified from time to time.

1. Construction Schedule

The Construction Administrator shall review and recommend for approval the construction 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 distribute said construction schedule to the architect/engineer for its review and recommendation for approval. The Construction Administrator shall forward both its recommendation and the architect's/engineer's recommendation for approval to the DPW.

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, project conditions, and approved construction schedule.

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.

The Construction Administrator shall also provide monthly updated status reports documenting all changes to the master precedence construction network schedule and provide an impact analysis of any variances to the approved construction schedule.

2. Schedule of Values

The Construction Administrator shall review and recommend for approval the schedule of values payment as submitted to the State by the general contractor. The Construction Administrator shall review the schedule of values for compliance with Article 27 of the *General Conditions of the Contract for Construction* and inform the State of any deficiencies. The Construction Administrator shall distribute said schedule of values to the architect/engineer for its review and recommendation for approval. The Construction Administrator shall forward both its recommendation and the architect's/engineer's recommendation for approval to the DPW.

3. Periodic Requisition for Partial Payment

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

4. Project Meetings

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

- a. Weekly or biweekly project meetings with the client agency, the State, the architect/engineer, and the Construction Administrator.
- b. Weekly construction/coordination and review meetings of the Construction Administrator and the general contractor.
- c. All other meetings that State officials may require.

5. 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/engineer. The Construction Administrator shall act as the State's liaison with the general contractor. It shall assist in understanding the intent of the contract documents. It shall assist in obtaining from the State and the architect/engineer additional details or information when required for proper execution of the work.

- 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 coordinate and schedule all special inspections as required by the contract documents. The special inspector/testing lab will be hired by the State.
- c. The Construction Administrator shall report in writing to the DPW whenever any work is unsatisfactory, faulty or defective, or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made, and advise the DPW and the 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.
- d. The Construction Administrator shall coordinate and schedule, in the presence of appropriate agency personnel, all tests, equipment/systems start-ups, and operating/maintenance training. The Construction Administrator shall maintain adequate records thereof, and observe, record, and report in writing to DPW and the architect/engineer, appropriate details relative to the test procedures and start-ups.

- e. The Construction Administrator shall report to the architect/engineer when requests for clarifications and interpretations of the contract documents are needed. The Construction Administrator shall initiate, track, and process all said requests in writing. Clarifications and interpretations issued by the architect/engineer shall be transmitted to the general contractor by the Construction Administrator after review thereof by the Construction Administrator and the DPW Project Manager.
 - f. 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/engineer and the DPW Project Manager. The Construction Administrator shall then transmit to the general contractor decisions issued by the architect/engineer.
 - g. 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. This action must be reported to the DPW Project Manager immediately in writing.
 - h. The Construction Administrator shall coordinate and schedule all inspections as required by the State Department of Public Safety and/or the authority having jurisdiction. The special inspector/testing lab will be hired by the State.
6. Documentation, Records, and Reporting
- a. The Construction Administrator shall maintain in an orderly and secure manner at the job site all project files, correspondence, reports of job conferences, shop drawings, samples, meeting minutes, test reports, reproductions of the original contract documents, and all relevant paperwork required to track, monitor, and administrate the contract documents.
 - b. The Construction Administrator shall keep a daily diary or log book recording the general contractor's and subcontractors' hours on the job site, weather conditions, deliveries, equipment on the job site, data relative to questions of work-directive changes, data relative to questions of delays, change orders or changed conditions, names of job-site visitors, daily activities, decisions, observations in general, and specific observations in detail as in the case of observing test procedures; and send copies thereof to the architect/engineer.
 - c. The 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 monthly photo log of events of all major activities and all activities that require additional attention.
 - e. The Construction Administrator shall prepare and provide monthly progress reports to the State, the client agency, CSUS, and the architect/engineer. Each monthly progress report shall include all items monitored for the past month, an update on construction with reference to meeting the project schedule, an update on the construction budget, and any recommendations by the Construction Administrator for meeting either the project schedule or the construction budget.
 - 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.

7. 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 backup material. The Construction Administrator shall review the architect's/engineer'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/engineer'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 client agency's statements, records of existing conditions, test reports, photographs, and a summary report on the merits of the requested change order.

8. Construction Budget

The 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.

9. Project Closeout

The Construction Administrator shall receive and review as-built drawings and submit them, if they are correct, to the DPW, which shall in turn forward them to the architect/engineer to produce the record drawings on mylars. Prior to the recommendation of final payment to the 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, in conjunction with the DPW and the architect/engineer, shall prepare a punch list, and conduct an inspection to determine if the construction work is in compliance with the contract documents.

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

The Construction Administrator shall observe whether all items on the punch list have been completed and make recommendations to the architect/engineer and the DPW concerning acceptance of the work. The 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/engineer, 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.

10. 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/engineer'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.

11. Claims and Disputes

The action taken, services rendered, and data gathered by the Construction Administrator are key elements with regard to construction claims. 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, and coordinate with the general contractor and the architect/engineer 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.
- e. Provide all relevant information, make written recommendations on the validity of claims, provide costs analysis, and provide support to the State, the DPW Project Manager, the Attorney General, and outside counsel, as required, within the duration of this contract.

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

13. Nonperformance

If the 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 reasonably 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 reasonably 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.

14. Force Majeure

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

15. Waivers

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

16. Severability

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

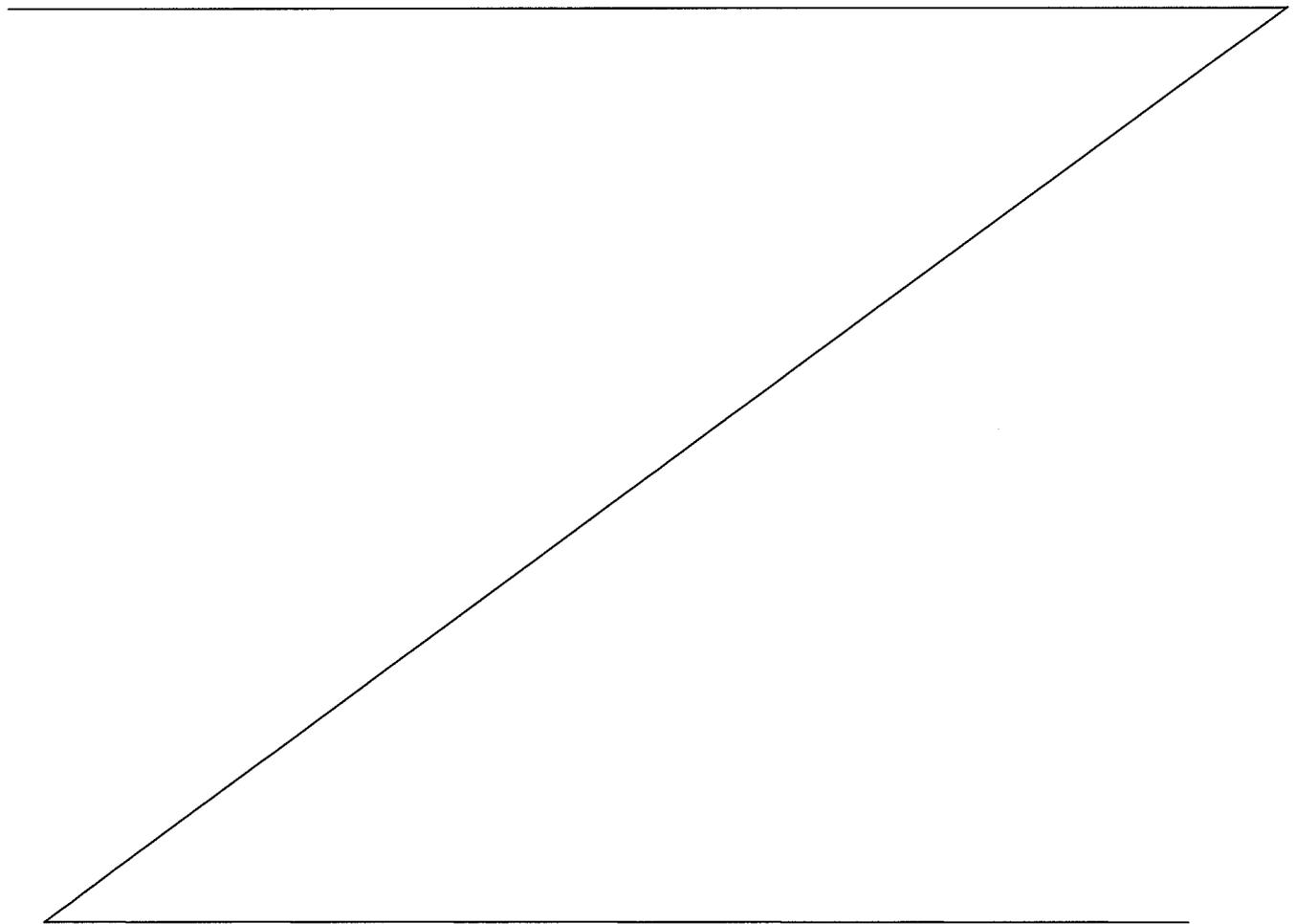


EXHIBIT B

**New Academic Classroom and Office Building
Central Connecticut State University
1615 Stanley Street
New Britain, Connecticut
Project Number: BI-RC-324
Contract Number: BI-RC-324-CA**

The total fee for the Construction Administrator shall be:

One Million Five Hundred Sixty-eight Thousand Seven Hundred Eighty Dollars \$1,568,780.00

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

A. The fee for the Commissioning Services shall be:

Three Hundred Thirty-Eight Thousand One Hundred Twenty Dollars \$ 338,120

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

1. Design review and Preparation of a Commissioning plan
Fifty Six Thousand Seven Hundred Dollars \$ 56,700
2. Construction Inspection, Functional Testing and Balancing and Development of a Draft Commissioning Report:
One Hundred Seventy Six Thousand Four Hundred Twenty Dollars \$ 176,420
3. Performance Systems Commissioning Testing and Report, O+M review, Training, Preventative Maintenance, and Final Commissioning Report
Ninety Thousand Dollars \$ 90,000
4. Post Occupancy Evaluation (POE review, adjustments and report)
Fifteen Thousand Dollars \$ 15,000

B. The fee for the Construction Administration Services shall be:

One Million Two Hundred Thirty Thousand Six Hundred Sixty Dollars \$1,230,660

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

1. Schematic Design Phase
Sixty-One Thousand Five Hundred Thirty Dollars \$ 61,530
2. Design Development Phase
Sixty-One Thousand Five Hundred Thirty Dollars \$ 61,530
3. Contract Documents Phase
One Hundred Twenty-Three Thousand Sixty Dollars \$ 123,060
4. Bidding Phase

Sixty-One Thousand Five Hundred Thirty Dollars \$ 61,530

5. Construction Phase

Nine Hundred Twenty-three Thousand Ten Dollars \$ 923,010

Construction Administration and Commissioning Services **TOTAL FEE** \$ 1,568,780

The payments under Sections A.1, A.2, A.3, and A.4 above and Sections B.1, B.2, B.3, and B.4 above shall be paid after the related work has been completed and accepted by DPW.

The payment under Section B.5 above shall be paid in equal monthly installments, based upon the construction contract time, until payment reaches 90% of the construction phase sum. An additional 5% of the construction phase sum shall be payable upon Certification of the Final Application for Payment. The balance of the construction phase sum shall be payable upon (1) completing project closeout as required by the General Conditions and the General Requirements of the Contract for Construction and (2) the receipt of record drawings.

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

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

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

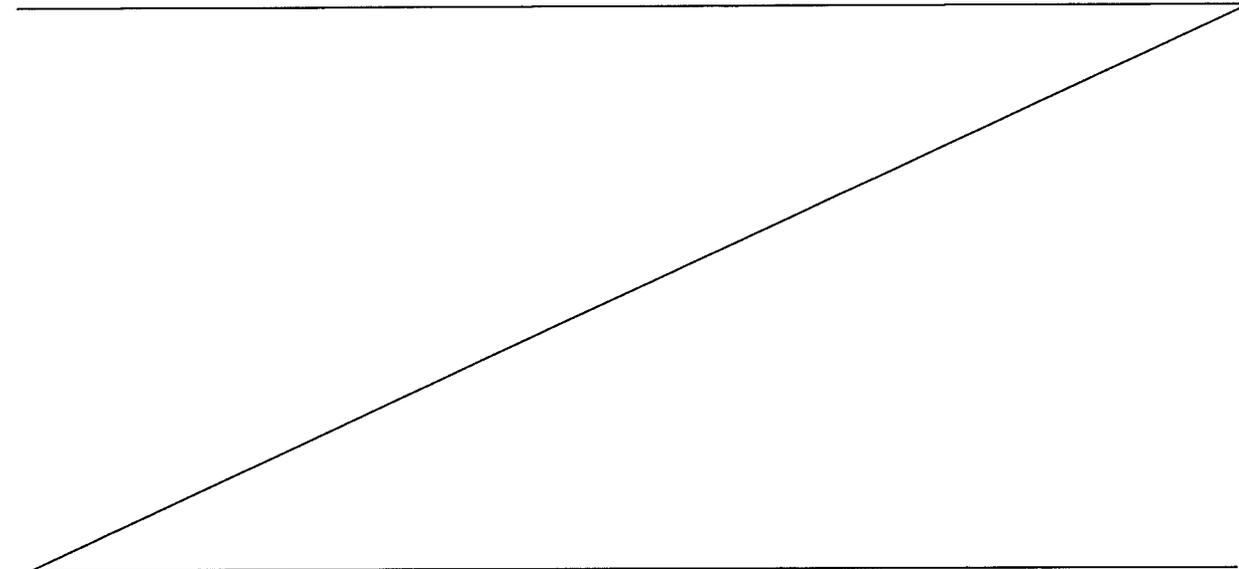


Exhibit C

SEXUAL HARASSMENT POLICY STATEMENT

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

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

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

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

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

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

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

SEXUAL HARASSMENT NARRATIVE

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

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

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

You may file a complaint with your supervisor, the Human Resources Office at (860) 713-5304 or the Office of Diversity Programs at (860) 713-5308.

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

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.