STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS

STANDARD FIXED-FEE ENGINEER'S CONTRACT
PROJECT NUMBER: BI-T-595
CONTRACT NUMBER: BI-T-595- ENG

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

Silver Sands State Park, Walnut Beach Boardwalk
Milford, CT

is entered into this 13th day of April, 2007, by and between the State of Connecticut, hereinafter called the State, acting herein by its Commissioner of the Department of Public Works, under the provisions of Sections 4-8 and 4b-1 of the Connecticut General Statutes, as revised, and

The BSC Group – Connecticut, Inc.
180 Glastonbury Blvd., Suite 103
Glastonbury, CT 06033

hereinafter called the Engineer;

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

1. The Engineer shall provide professional services for the project in accordance with Exhibit A and the "Terms and Conditions of Contract between State and Engineer," Department of Public Works Form CS-3E dated February 9, 1998, and last revised December 12, 2006, which document is attached hereto and made a part hereof.

2. The Engineer's total fee of **not to exceed Two Hundred Twenty-one Thousand Five Hundred** Dollars (**$221,500.00**) shall be paid as indicated below, and such other work as described in Section II of Exhibit A, which exhibit is attached hereto and made a part hereof, for the completion of the work specified when previously authorized in writing:

   A. Schematic Design Phase: **Fifty-eight Thousand Four Hundred** Dollars (**$58,400.00**);

   B. Design Development Phase: **N/A** Dollars (**$N/A**);

   C. Contract Documents Phase: **Thirty-six Thousand Five Hundred** Dollars (**$36,500.00**);

   D. The Engineer shall be paid a sum of **Fourteen Thousand Six Hundred** Dollars (**$14,600.00**) within 120 calendar days after the documents to be provided in the contract documents phase are approved by the Department of Public Works or when the State's construction contract with the general contractor is signed, whichever occurs first;

   E. In the event the State approves and allocates funds for construction, a sum of **Thirty-six Thousand Five Hundred** Dollars (**$36,500.00**) shall be paid to the Engineer for construction administration services, if such administration is requested by the Department of Public Works. This sum includes the costs of services of any clerical and/or technical assistants working in the Engineer's office or in the field. Said sum shall be paid in equal monthly installments, based upon the construction contract time, until payment reaches 90% of the construction administration sum. An additional 5% of the construction administration sum shall be payable upon Certification of the Final Application for Payment. The balance of the construction administration sum shall be payable upon (1) completing project closeout as required by the General Conditions and the General Requirements of the Contract for Construction and (2) the receipt of record drawings.

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

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

percentage commensurate with the level of the Engineer's actual improvement of performance of construction administration services. The issue of the Engineer's performance of services shall be determined by the Commissioner.

All payment installments, as adjusted, shall remain in effect until the payments reach 90% of the construction administration sum. An additional 5% of sum shall be payable upon Certification of the Final Application for Payment. The balance of the construction administration sum shall be payable upon (1) completing project 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 terminate or suspend this contract pursuant to Articles VIII and IX of the Terms and Conditions of the contract.

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

3. The Engineer shall provide the work pursuant to the following phases within the time periods specified below or, at the option of the Department of Public Works, within extended periods to be determined by the Department if the Department is of the opinion that such extensions are warranted and if the Department evidences its consent to such extensions in writing:

   A. Schematic Design Phase: **60** calendar days after receipt of this approved contract;

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

   C. Contract Documents Phase: **42** calendar days after receipt of written notice to proceed.

4. The Engineer's design shall be based on a total construction budget of **One Million Four Hundred Thousand** Dollars **($1,400,000.00)**.

5. The scope of professional services to be provided by the Engineer under this contract is set forth in "Exhibit A."

6. The Engineer shall submit the following materials for review and approval:

   A. Schematic Design Phase: **8** sets of full-size drawings, **3** sets of half-size drawings; **6** sets of specifications; and **2** sets of detailed cost estimates;

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

   C. Contract Documents Phase: **8** sets of full-size drawings, **3** sets of half-size drawings; **6** sets of specifications; and **2** sets of detailed cost estimates.

7. The Engineer shall develop drawings for this project using computer aided drafting software fully compatible with AutoCAD Release 2000 or such other version as approved in writing by the Department of Public Works. After the documents to be provided in the contract documents phase are approved by the Department of Public Works, and at a time specified by the Department of Public Works, the Engineer shall submit drawings on 3 1/2 inch diskettes, CD ROM disk or DC 2000 tape backup. Upon completion of construction of the project, the Engineer shall submit revised diskette or tape backup to reflect as-built conditions. All AutoCAD documentation related to a project shall be of a single media type. All the work called for in this paragraph shall be provided by the Engineer at no additional cost to the State.

8. The following provisions modify the "Terms and Conditions of Contract between State and Engineer": **N/A**

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

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

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

12. Approval of the Attorney General's Office This contract shall take effect when it is approved as to form by the Attorney General of the State of Connecticut, the Deputy Attorney General of the State of Connecticut, an Associate Attorney General of the State of Connecticut, or an Assistant Attorney General of the State of Connecticut.

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

Attested by:

Witness Diane M. Chace

Witness Erika K. Carcano

State of Connecticut

By

James T. Fleming
Its Commissioner
of the Department of Public Works

Date signed: 4/13/07

Attested by:

Witness WARREN K. BAETHGE

Witness MICHAEL S. REPSCH

The BSC Group – Connecticut, Inc.

By

JAMES L. FLYNN
Its PRINCIPAL AND SR. VICE PRESIDENT, Duly Authorized

Date signed: April 2, 2007

Approved as to form:

ASSOC. ATTY. GENERAL
Attorney General

Date signed: 5/1/07