

0.3 CONSULTANT SERVICES

0.3.1 BASIC SERVICES

The consultant services provided to the State of Connecticut will be considered Basic Service as defined by the specific contract prepared for their project. Additional Services will be specifically listed within the contract. All phases and services listed within the text of the contract are to be delivered upon the implementation of a contract, task letter or commission letter. If a phase, specific duty or normal service is to be excluded, it shall be so noted within the text.

It is the responsibility and duty of each consultant to make sure that any part of the contract they consider additional work or services is delineated as such. If a project is advertised for a specific expertise and that expertise is included as part of the Team before a selection Committee; that service is now included as a basic service. An example of this situation:

The State, in its advertisement for work, identifies the need to expand a dining function for an Agency. Included in its scope of work includes the need to expand the kitchen. Party to the design team is a kitchen consultant as a primary team player; this consultant is now part of the Basic Service of this contract and not an additional service.

Typical basic services are those activities that are normally delivered by a design professional within the generally accepted phases of a design process. Schematic Design, Design Development, Contract Documentation, Bidding and Construction Administration are considered those typical basic phases.

0.3.2 ADDITIONAL SERVICES

The DPW is willing to take an active position regarding additional compensation for work, which is clearly beyond the bounds of our maximum fee contracts. It must be clearly understood by the design professionals that a case of need be demonstrated for the work (project). It should be due to DPW or the Agency changes that are being proposed which require additional work. In other words, if the work has been incorporated in the Basic Services it is not considered additional work. Secondly, it is incumbent that the design professional address the need and effort required to meet these needs prior to undertaking any of this work. These risks are solely on the party that enters into any work without prior acknowledgment by the State. Any additional fees will be confirmed by the Project Manager (PM) and by the State Properties Review Board (SPRB) before acceptance.

0.3.2.1 PRE-DESIGN STUDIES

This phase of the project is undertaken to develop a program or expand on an idea that has not been developed enough to enable either the Agency or DPW to define a project or budget for Bonding. This phase precedes the normal schematic design phase, which is included in Basic Services of our design contracts. Refer also to Section 2.5.1 "Pre-design Phase" of the Consultant's Procedure Manual.

The pre-design study may require many detailed interviews to determine the real functions to be accommodated; adjacencies (bubble diagrams), determining space

requirements to accommodate function and staff, security requirements, blocking and stacking, models, etc.

The normal schematic phase includes, and is not to be considered a basis for pre-design, items such as: review of existing as-built design, review of existing conditions as they relate to as-built drawings; the development or required adjacencies and required square footage to meet normal design requirements.

0.3.2.2 CREATION OF AS-BUILT DRAWINGS (Record Drawings) WHEN NONE EXIST

Inherent in each building design with DPW, is the inclusion of As-built drawings as part of the design exercise. This would be the last aspect of the design contract and after construction is completed. In those cases, where an existing building has sufficiently inaccurate drawing information or none at all to utilize for the future design assignments, the A/E has to provide added services to provide the missing documents. This service might be a stand-alone project or an adjunct to an anticipated project. In either case, it is considered additional scope.

In addition to a Mylar reproducible document, this work will be also be provided in electronic format as required within our Consultant's Procedure Manual Section 3.2.2 "CADD Standards".

0.3.2.3 INTERIOR DESIGN/SPACE PLANNING & SYSTEM LAYOUTS

Within the Basic Services of the Designer's Contract is an aspect of interior design, which are part of the built-in areas of the base design. Included in basic services are: Millwork detailing, color selection of room finishes, and may also include window treatment and fabric selection if included in the original scope of the project. Additionally, as part of preliminary design, it is expected that the designer will produce a layout of furniture/work stations including a summary of utility needs to demonstrate that the design is functional and meets the program scope.

Any other work including final work station or furniture layout, listing of equipment, specifications for movable items, coordination of color and materials for out of contract items and any other work required for the movement, design or coordination of movable equipment and furnishings as well as utilities to be provided at the point of use, i.e. a moveable office cubical, shall be considered out of scope additional work.

0.3.2.4 EQUIPMENT LIST AND SPECIFICATIONS

This is covered in the above explanation; again any work required to be performed on movable equipment which is outside the A/E contract should be included as additional work. The exception is, unless the service is included in your basic service and in the scope of work. Examples of movable equipment are: Wastebaskets, desks, seating (not built-in), and photocopy equipment, panel systems, computers, etc.

Examples of non-movable equipment are; hard-wired or hard-piped devices, fixed auditorium seating, scientific workstations, packaged kitchenette units, etc.

0.3.2.5 ADDITIONAL COORDINATION WITH A CONSTRUCTION ADMINISTRATOR (CA) FIRM

Basic A/E services anticipate particular duties and skills will be provided as defined in the DPW contract. The use of a CA firm is an extension of DPW oversight and is not an expansion of A/E so is not considered additional work.

0.3.2.6 SEPARATE BID PACKAGES/DOCUMENTS FOR SEQUENTIAL CONSTRUCTION

If additional bid packages are requested by DPW that could include: New titles on each sheet, new reference standards per package, new supplementary general conditions, different format of pages for specifications and drawings, and the cost of duplicating the sheets for reproduction are efforts to be identified and could be considered extra work.

NOTE: re-issuing a bid package because the bids came in over budget is not to be considered additional work on the part of the Consultant.

0.3.2.7 WORK DUE TO EXTENDED DESIGN/CONSTRUCTION SCHEDULE (NOT THE FAULT OF THE A/E)

The contract language and intent in the Design Professional Contracts, is clear but does not contain specific time limit. If DPW or the Agency cannot adhere to a pre-arranged schedule and we cause additional expenditures or action requiring additional work by the A/E, we owe them the opportunity to negotiate additional fee to offset the delay/additional work. The time extension examples may have been caused by delay in funding, significant change of scope or poor contractor performance.

The DPW contract states that the A/E may be due additional fee if the actual construction time exceeds the Construction Contract Time by more than 25%, in every case, the A/E must justify by request for additional fees on the basis of extra work performed. The fact that as-built drawings were produced beyond the 125% date does not justify additional fees because the work to produce the as-built drawings was included in the basic services. Added fees may be justified for job meeting beyond the 125% contract time and then on a man-hour basis, not a prorated time basis. The billing will be based on actual hours billable up to a "Not-to-Exceed" estimate of cost. If an A/E error caused the time extension, the A/E will not be paid for added fee associated with that time extension.

0.3.2.8 FACILITY MANAGEMENT

A new area of A/E involvement, which has been featured in many of the software packages, which is offered as part of adjunct to CAD systems, is Facilities Management. DPW recognizes that any service or systems developed that can monitor quantify area or surfaces; might be the by-product of the software, but is not a basic service that we are including in our A/E contracts. If this or any tangential service, (such as work order development or periodic reminder of service visitation, etc.) is desired or required by an Agency; it may be considered an additional service.

0.3.2.9 ENVIRONMENTAL IMPACT INFORMATION OR PUBLIC HEARING

In general, DPW pays for any extensive A/E involvement in environmental activity relative to DPW projects. If a design professional is involved in a project that requires extensive

participation in the environmental process and additional effort is required by them to support or provide information that is not available; such as attend additional meetings, then DPW may approve this additional work with prior notification. It is the A/E's responsibility to provide at no cost, information on siting, building layout, floor plate orientation, provide copies of rendering/elevations, reading the document and attending 3 detailed environmental document review meetings, and implementation of the requirements under the Connecticut or National Environmental Policy Act. (See section 2.3.1 for further detail.)

0.3.2.10 THIRD PARTY (PEER) REVIEW - THRESHOLD PROJECTS

Any engineering firm being retained for the purpose of performing a structural peer review will have a fee negotiated for these services. If the Architect has a project, which will require having the structural design examined by an independent third party reviewer, then DPW may approve this additional work (with prior notification) upon the request of the consultant only if the added work is not a result of poor initial design.

0.3.2.11 STRUCTURAL (SEISMIC) DESIGN

The building code now requires an analysis and design for seismic forces. This provision was added with the adoption of BOCA 1987 Building Code on October 1989. The seismic design loads must be evaluated in addition to the wind loading design. DPW does NOT consider this code requirement to be a change in scope. HOWEVER, when designing a structure that is an addition to an existing building or which connects to an existing building - the resultant analysis of the older structure and/or the design of the connection will be considered and may be the basis for additional compensation.

0.3.2.12 ENERGY-LIFE CYCLE COST ANALYSIS

The building envelope and the mechanical and electrical systems must comply with ASHRE 90.1 **and** the design engineer must perform a life cycle cost analysis as required by the contract in compliance with the A/E Manual and will be reviewed by DPW and OPM. Code compliance and a life cycle cost analysis have always been a part of the mechanical systems design process. DPW does not consider these requirements to be a change in scope. Refer to "Energy Issues" Section 2.4.4 of this Manual.

0.3.2.13 ENERGY CONSCIOUS CONSTRUCTION - ENERGY BLUEPRINT

Work required to model or design alternative systems including impact on other systems must be clearly defined to enable the DPW to determine what is beyond basic good design verses additional effort to justify a particular system. The simple fact that the engineer is participating in the utility program's of energy conscious construction or blueprint, as part of good energy design; does not (automatically) normally qualify as additional service. Refer to "Energy Issues" Section 2.4.4 of this Manual.

0.3.2.14 TELECOMMUNICATION/DATA DESIGN

Work involved beyond the basic location of primary feed, general system distribution, conduit systems, furniture systems interaction and terminus locations may be considered

additional service unless it has been described as basic service on which the design fee is based. Systems below 100 phones shall be considered as Basic Service.

0.3.2.15 FULL TIME FIELD PERSONNEL

When requested, DPW will consider this activity as additional service. This will be beyond any work considered as basic to CA services as defined within the Design Contract and should not duplicate any service already included in the basic fee structure. The A/E will have to indicate how the Basic Services are not being duplicated. The initial fee, for this work, will be based on a lump sum contract with additional work to be based on actual man/hour costs beyond that which will be contracted.

0.3.2.16 SPECIAL INSPECTIONS

When Special Inspections are required they are to be included in Basic Services. These Special Inspections must be listed and clearly defined. If the consultant is requested to provide other special inspections beyond those listed in Basic Services, DPW has the option of obtaining these inspection services or consider discussion for additional work.

0.3.2.17 SBI/SFM FIELD CONSTRUCTION CHANGES

Over the past few years, DPW has had to require extra effort by the Design professional during construction, as a result of field inspections by the State Building Inspector/State Fire Marshal (SBI/SFM) personnel. Based on these experiences, DPW will **not** normally accept an additional work claim by the involved parties, except when the (effort) additional work and man/hour costs can be clearly defined. This would typically pertain to Threshold Limit Projects. Refer to "Building – Permits, Approvals and Regulations" Section 2.4 of this Manual.

0.3.2.18 DESIGN CHANGES DURING CONSTRUCTION

When additional effort is required to fulfill the design needs to complete the request as defined above, DPW will consider additional fee based on an up-front negotiation for the design service. This must be submitted to the DPW Project Manager prior to performing the extra service.