

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS

ARCHITECT'S CONTRACT FOR DESIGN/BUILD CRITERIA: Programming, Request for Proposals
(RFP) Development, Project Design Oversight, and Construction Observation

PROJECT NUMBER: CF-RC-380
CONTRACT NUMBER: CF-RC-380-D-BCA

This contract is entered into this 7th day of June, 2011, by and between the State of Connecticut, hereinafter called the "State," acting herein by its Commissioner of the Department of Public Works (DPW), under the provisions of Sections 4-8 and 4b-1 of the Connecticut General Statutes, as revised, and

Symmes, Maini, McKee Associates Architecture & Engineering of CT, Inc.
1000 Massachusetts Ave.
Cambridge, MA 02138

hereinafter called the "Architect" or "contractor," for certain services herein designated in connection with the project entitled:

New Residence Hall Facility at Central Connecticut State University
1615 Stanley Street
New Britain, CT 06050

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

The Architect, at its expense, shall indemnify and hold harmless the State of Connecticut, its officers, agents, and employees from and against all claims, causes of action, legal proceedings, suits, losses, damages, and expenses initiated, suffered, or claimed to have been suffered by third parties not involved by contract in the project, but only to the extent that they arise out of, or result from, noncompliance with applicable statutes, codes and regulations, or the negligence, errors, or omissions of the Architect in the performance of this contract; provided, however, that the Architect shall not be liable by reason of indemnification for any loss caused by the fault or negligence of the DPW or others who are not the responsibility of the Architect.

- G. The Architect shall develop drawings for this project using computer aided drafting software fully compatible with an AutoCAD version as approved in writing by the Department of Public Works. After the documents to be provided are approved by the Department of Public Works, and at a time specified by the Department of Public Works, the Architect shall submit an electronic copy of all drawings in a format approved by DPW. Upon completion of construction of the project, the Architect shall submit a revised electronic copy utilizing the most recently recognized format of the National CAD Standard basic format to reflect as-built conditions. All AutoCAD documentation related to a project shall be of a single media type. All the work called for in this paragraph shall be provided by the Architect at no additional cost to the State.
- H. It is mutually agreed and understood that all finished and unfinished documentation prepared pursuant to this contract shall become the exclusive property of the State, and that the State shall have the right to immediate possession and use thereof. The State agrees that all such documentation is not to be altered by others and is to be used only in conjunction with the project for which it was prepared unless written consent is obtained from the Architect. Such consent will not be withheld provided the State agrees that upon any alterations of the Architect's documents by others, or upon reuse of the documents for any other project, the Architect will be relieved by the State of any and all responsibility arising out of such alterations or reuse or in connection therewith. The provisions of this section shall survive the termination of this contract and shall thereafter remain in full force and effect.

II. PAYMENT OF ARCHITECT'S FEE

- A. The State agrees to pay the Architect for the services herein described the total fee set forth in Article III. It is understood that no changes or adjustments shall be made in said fee unless the scope of the work performed or to be performed by the Architect has substantially changed as determined by the Commissioner of DPW, hereinafter referred to as the Commissioner.
- B. Said fee includes all costs of living, transportation and communication, whether within or without the State of Connecticut, connected with the discharge of the Architect's duties under this contract unless express written notification to the contrary is received from the State.
- C. No payments shall be made until the materials submitted have been reviewed and approved by DPW.

III. FEE SCHEDULE

The Architect's total fee of **Nine Hundred Twenty-six Thousand Six Hundred Twenty-five Dollars (\$926,625.00)** shall be paid as indicated below upon completion of each phase and as set forth in Exhibit A:

- A. ~~First Submittal~~ **Phase 1: Two Hundred Thirty-Eight Thousand Three Hundred Two Dollars (\$238,302.00);**
- B. ~~Second Submittal~~ **In the event the State approves and allocates the funds for construction, Phase 2: Ninety-Four Thousand Sixty-six Dollars (\$94,066.00);**
- C. ~~Third Submittal~~ **In the event the State approves and allocates the funds for construction, Phase 3: Two Hundred Ninety-Four Thousand Seven Hundred Forty-two Dollars (\$294,742.00).**

It is understood that the Architect's total fee hereinbefore mentioned in this article shall be increased by any payments that the State shall be obligated to make pursuant to the provisions of Article V, and shall be reduced as noted in said article for any reduction in the Architect's scope of services. 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 IX and X.

IV. TIME SCHEDULE

[Signature] materials, submittals, and services *[Signature]* in Exhibit A

The Architect shall provide ~~the following~~ within the time periods specified ~~below~~. The Architect shall not commence any work under the contract until the Architect receives written authorization to proceed from the DPW Project Manager.

- A. **N/A** copies of the First Submittal within **N/A** calendar days after receipt of written notice to proceed; (See Exhibit A)

- B. N/A copies of the Second Submittal within N/A calendar days after receipt of written notice to proceed; (See Exhibit A)
- C. N/A copies of the Third Submittal within N/A calendar days after receipt of written notice to proceed. (See Exhibit A)

V. SPECIAL SERVICES

- A. Should it be necessary for the Architect to engage the services of a licensed land surveyor, geotechnical engineer or test boring firm for the purposes of this contract, the State shall reimburse the Architect for the cost of such services and in addition shall also pay the Architect ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.
- B. If, in the opinion of the State, any special technical service is required which is not usually furnished in architectural practice and which is not included in this contract, either expressed or implied by the nature of the work, then the State shall, in writing, authorize the service and the related cost. The Architect's selection of the consultant retained in connection therewith is to be submitted for approval. The State shall reimburse the Architect for the cost of any such services and in addition shall also pay the Architect ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.
- C. Should the Architect itself wish to perform special services as described in Sections A and B of this article, the Architect shall submit to the State a written quotation of the cost of its performing such services. The quotation shall not include, nor shall the Architect be paid for, an additional percentage of the cost for overhead and profit. The State shall decide whether to allow the Architect to perform the work with its own forces based on its quotation, and shall notify the Architect accordingly.

- D. If at any time during the term of this contract the State should require the Architect to make any substantial change in the size or scope of the work or require any substantial change in plan, design or specification which shall necessitate the preparation by the Architect of additional sketches, drawings or other documents, or the making of substantial changes in any other document already approved, or upon which substantial work had been done pursuant to instruction to proceed, then, and in such event, the Architect shall prepare the additional documents and make changes as required and shall be entitled to reasonable compensation therefor. The Commissioner shall determine the amount of such compensation and the manner of payment thereof.

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

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

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

VI. CONFIDENTIALITY OF DOCUMENTS

- A. The Architect agrees on behalf of the Architect and the Architect's principals, employees, agents, heirs, successors and assigns that they shall only utilize drawings, specifications, maps, reports, records or other documents to the extent necessary for the performance of the Architect's work and duties under this contract. This limitation on use applies to those items produced by the Architect, as well as to those items received by the Architect from the Department of Public Works or others in connection with the Architect's work and duties under this contract.
- B. The Architect further agrees that said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract. No other disclosure shall be permitted without the prior written consent of the Department of Public Works.

- C. The Architect further agrees that the following provision will be included in its contracts with sub-consultants:

Any and all drawings, specifications, maps, reports, records or other documents associated with the contract work shall only be utilized to the extent necessary for the performance of the work and duties under this contract. Said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract. No other disclosure shall be permitted without the prior written consent of the Department of Public Works. When any such drawings, specifications, maps, reports, records or other documents are no longer needed, they shall be destroyed.

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

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

- A. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Architect.
- (a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:
- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.
- (b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would

exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

- (d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.
- (h) The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political

subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- B. **Executive Orders.** The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
1. The contractor agrees to abide by such Executive Orders.
 2. The State Contracting Standards Board may review this contract and recommend termination of the contract for a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes, or wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
 3. This contract may be cancelled, terminated or suspended by DPW or the State Labor Commissioner for violation of or noncompliance with Executive Orders No. Three or Seventeen or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not party to this contract. The State Labor Commissioner shall have continuing jurisdiction regarding contract performance concerning nondiscrimination and listing all employment openings with the Connecticut State Employment Service until the contract is completed or until the contract is terminated prior to completion.
 4. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the contractor will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.
 5. This contract may be cancelled, terminated, or suspended by DPW or the State for violation of or noncompliance with Executive Order Sixteen. In addition, the contractor agrees to include a copy of Executive Order Sixteen, and the requirement to comply with said order, in all contracts with its contractors, subcontractors, consultants, subconsultants and vendors.
- C. This contract is subject to the provisions of the Department of Public Works Sexual Harassment Policy ("Policy") and, as such, the contract may be cancelled, terminated, or suspended by the State in the event that the contractor, its employees, contractors, subcontractors, consultants, subconsultants, or vendors engage in behavior prohibited by the provisions of the Policy (a copy of the Policy is attached hereto as Exhibit B). The contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, subconsultants, and vendors.
- D. The Summary of State Ethics Laws posted on the DPW home page (<http://www.ct.gov/dpw/site/default.asp>), and as may be revised from time to time, is incorporated herein by reference as if fully set forth herein. This Summary may be found by clicking on "Ethics Affidavits & Legal Forms."

E. **CAMPAIGN CONTRIBUTION RESTRICTION PROVISION**

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's

notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment {SEEC Form 11}.

VIII. LARGE STATE GOVERNMENT CONTRACTS

If the Architect is a large state contractor, the Architect 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.

IX. SUSPENSION OF THE WORK

- A. The State, at any time, may suspend all or any part of the services of the Architect. In such event, the Architect shall be given three (3) days' notice of such suspension in writing by registered or certified mail to the Architect's address as given for correspondence purposes. The mailing of such notice shall preclude any claim on the part of the Architect as to failure to receive notice of such suspension.
- B. In the event of suspension by the State as noted above, the Architect shall be entitled to such compensation as the Commissioner shall deem reasonable.
- C. Should the State reactivate any assigned work covered by this contract, in whole or in part, within one year from the time the work was suspended, any fees paid to the Architect pursuant to this contract shall be applied as payment on the fees for the work as set forth in this contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year, the Architect and the State may renegotiate the fees for the work based on current conditions or either may unilaterally elect to terminate the remaining work.
- D. In the event the State decides to suspend any work under this contract, the State shall become entitled, after payment of outstanding fees, to all finished and unfinished documents prepared pursuant to this contract.
- E. If the Architect should be unwilling or unable to perform the services required by this contract at the time the State desires to reactivate the work after a period of suspension, then all finished or unfinished documents prepared pursuant to this contract shall become the property of the State and the State shall have the right to immediate possession and use thereof.

X. TERMINATION OF CONTRACT

- A. Notwithstanding any provisions or language in this contract to the contrary, the Commissioner may terminate the contract whenever he determines in his sole discretion that such termination is in the best interest of the State. Any such termination shall be effective by delivery to the Architect of a written notice of termination. The notice of termination shall be sent by registered or certified mail to the Architect's address as furnished to the State for purposes of correspondence, or by hand delivery. Upon receipt of such notice, the Architect shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Architect in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State.

- B. If the termination is for the convenience of the State, the Architect shall be entitled to receive reasonable compensation for services already satisfactorily performed and accepted, but no amount shall be allowed for anticipated profit on unperformed services. The Commissioner shall determine the amount of such compensation.
- C. If the termination is for reason of failure of the Architect to fulfill his contract obligations, the State may take over the work and prosecute the same to completion by contract or otherwise. In such event, the Architect shall be liable to the State for any additional costs occasioned to the State thereby.
- D. If after notice of termination for failure of the Architect to fulfill his contract obligations it is determined that the Architect had not so failed, the termination shall be deemed to have been effected for the convenience of the State. In such event, the Architect shall be entitled to reasonable compensation as provided in Section B of this article.
- E. If the Architect is a sole proprietor and the Architect should die during the term of this contract, this contract shall be considered terminated. In the event of such termination, the Architect's estate shall be entitled to a reasonable payment for any uncompensated work performed to the date of death, and the State shall have title to, and shall have the right to immediate use and possession of, all finished and unfinished documents prepared under this contract. The Commissioner shall determine the amount of such payment.
- F. The rights and remedies of the parties provided in this article are in addition to any other rights and remedies provided by law or under this contract.

XI. INSURANCE

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

A. Statutory Workers' Compensation and Employers' Liability:

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

B. Commercial General Liability:

- Combined single limit: \$1,000,000 each occurrence
\$2,000,000 annual aggregate

C. Comprehensive Automobile Liability (to include owned, non-owned and hired vehicles):

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

D. Professional Services Liability Insurance: The Architect shall furnish evidence by way of a certificate of insurance that it has obtained a professional services liability insurance policy with \$3,000,000.00 each occurrence and per annual aggregate minimum coverage for negligence and errors and omissions. If any claims are paid against its professional services liability insurance policy, the Architect agrees to purchase additional insurance in order to maintain the minimum coverage of \$3,000,000.00. The insurance shall remain in effect during the entire duration of this contract and for eight years after substantial completion of the project. For policies written on a "Claims Made" basis, the Architect agrees to maintain a retroactive date prior to or equal to the effective date of the contract. The Architect shall contractually require any structural engineering firm it hires to maintain professional liability insurance in the same amount and with the same provisions indicated above. The Architect's policy shall provide that it shall indemnify and save harmless the State and its officers, agents and employees from claims, suits, actions, damages and costs of every name and

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

XII. ANNUAL CERTIFICATION

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

XIII. 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.

XIV. 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.

XV. APPROVAL OF THE STATE PROPERTIES REVIEW BOARD

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

XVI. APPROVAL OF THE ATTORNEY GENERAL'S OFFICE

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

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

- (a) All services performed by and material supplied by the Architect under this contract shall be subject to the inspection and approval of the State at all times, and Architect shall furnish all information concerning such material and services as may be requested by the State.
- (b) The Architect shall maintain, and shall require each of its subcontractors hereunder to maintain, accurate and complete records, books of account and other documents that delineate the nature and extent of the State's, Architect's, and, in the case of each subcontract, the applicable subcontractor's, performance hereunder. The Architect shall maintain all such documentation and any and all other of its records (whether stored in electronic or other form) that in any way pertain or relate to this contract and/or the actual or alleged performance and/or lack of performance by any party hereunder (individually and collectively, "Records") at the Architect's address provided on the first page of this contract or such other location as is approved in writing in advance by the State.

- (c) The Architect agrees to make all of its Records available for inspection and/or examination, and copying, by the State's authorized representatives during reasonable hours. The State and its representatives also shall have the right, at reasonable hours, to inspect and examine all of the part(s) of the Architect's and its subcontractors' plant(s) and/or place(s) of the businesses which, in any way, are related to, or involved in, the performance of this contract and/or any subcontract to ensure compliance with the same. Except in the case of suspected fraud or other abuse or in the event of an emergency, the State will give the Architect at least twenty-four (24) hours notice of any intended inspections or examinations.
- (d) At the State's request, the Architect shall provide the State with hard copies of or electronic media containing any data or information in the possession or control of the Architect which pertains to the State's business or this contract.
- (e) The Architect agrees that it will keep and preserve or cause to be kept and preserved all of its Records until three (3) years after the latter of (i) final payment under this contract, or (ii) the expiration or earlier termination of this contract, as the same may be extended or renewed, and any holdover period.
- (f) The Architect also agrees that it will require each subcontractor under this contract to maintain all of its Records until three (3) years after the expiration or earlier termination of said subcontract or other agreement, as the same may be renewed or extended.
- (g) If any litigation, claim or audit is started before the expiration of said three (3) year periods, such records shall be (and shall be required to be) retained until all litigation, claims or audit findings have been resolved.
- (h) The Architect shall incorporate the provisions of this article, including this section (h), verbatim into any contract or other agreement it enters into with any subcontractor under this contract.

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

Attested by:

Julia J. Bugbee
Witness Julia J. Bugbee

Marjorie E. Heap
Witness Marjorie E. Heap

Attested by:

[Signature]
Witness

[Signature]
Witness

State of Connecticut

By [Signature]
Jonathan P. Holmes
Its Acting Commissioner
of the Department of Public Works

Date signed: 4/7/11

Symmes, Maini, McKee Associates
Architecture & Engineering of CT, Inc.

[Signature]
Its Joseph F. Stablow
DIRECTOR, Duly Authorized

Date signed: 5/31/11

Approved as to form:

[Signature]
Perry Zinn - Roubin Attorney General
Associate Attorney General

Date signed: 6/15/11

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

Attested by:

State of Connecticut

Witness

By _____
Jonathan P. Holmes
Its Acting Commissioner
of the Department of Public Works

Date signed: _____

Witness

Attested by:

Symmes, Maini, McKee Associates
Architecture & Engineering of CT, Inc.

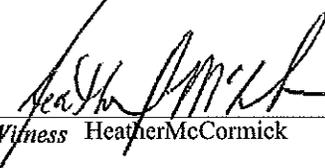


Witness Robert C. Hicks



Its ~~DIRECTOR~~ **Joseph G. Scelzo**, Duty Authorized

Date signed: 5/31/11



Witness Heather McCormick

Approved as to form:

Attorney General

Date signed: _____

EXHIBIT A

New Residence Hall Facility at Central Connecticut State University
1615 Stanley Street, New Britain, CT. 06050
Project Number: CF-RC-380
Contract Number: CF-RC-380-D-BCA

SECTION I - GENERAL

- A. The scope of professional services to be provided by the Design/Build Criteria Architect (D/BCA or Architect) under this contract consists of providing the services described below in connection with the project.
- B. Project Title: New Residence Hall Facility at Central Connecticut State University, 1615 Stanley Street, New Britain, CT 06050
- C. **The Project Description:**
1. Using the Design/Build (D/B) delivery method, a new residence hall facility is to be built providing six-hundred and thirty-seven (637) beds. The new facility will be seven (7) floors estimated at a total of 220,000 gross square feet (GSF). The project will accommodate six hundred and twelve (612) students, in one hundred fifty three (153) student suites and twenty-four (24) resident assistants. Each student suite will contain two (2) bedrooms (331GSF, double occupancy), a small living space, closets and one full bathroom. A number of these suites will be designed for Americans with Disabilities Act (ADA) accessibility. The ground floor of the facility will house one (1) resident director apartment and area for student support services. The estimated total construction cost is \$58,076,989.00.
- D. **Project Location:**
1. The project location is between the Student Center Garage and Ella Grasso Boulevard at Central Connecticut State University (CCSU), New Britain, CT. The site is a State owned parcel.
- E. The Architect agrees that neither itself nor any business with which it is associated will serve as a consultant to any firm that is seeking to obtain the design-build contract, or serve as a contractor for such contract or serve as a subcontractor or consultant to the firm that is awarded such contract.

SECTION II - SPECIFIC SCOPE OF SERVICES

A. General:

1. **Design/Build Criteria Architect (D/BCA or Architect):** The State of Connecticut, Department of Public Works (DPW) is contracting for the services of Symmes, Maini, McKee Associates Architecture & Engineering of CT, Inc., 1000 Massachusetts Ave., Cambridge, MA 02138 to act as the project's Design/Build Criteria Architect. The role of the D/BCA will include the development of the operational and programming needs for the new facility; review of design alternatives for the project; development of the project requirements; development of a Request for Proposals (RFP) to be used by DPW to solicit Design/Build Entity Teams; and to assist DPW through the project's Design/Build process. In addition to architectural services, engineering disciplines such as specialized planning/programming, civil, mechanical, electrical, plumbing & fire protection (MEP) will be included by the D/BCA. The structural needs for the project can vary and therefore will be addressed by the individual D/B Entity Team submissions. The framework for phasing and particular tasks to be included in the D/BCA's scope of services is as described herein.

- 2. Design-Build Entity (D/B Entity):** For the purposes of this contract the Design-Build Entity shall be defined as a person, partnership, corporation, or other legal entity that will provide appropriately licensed contracting, architectural and engineering services or any other services necessary for the design and construction of this project.
- 3. Design-Build Entity Team (D/B Entity Team):** Includes any person, partnership, corporation or other legal entity that provides licensed contracting, architectural and engineering services or any other necessary services for the D/B Entity.

4. High Performance Building Standard Regulations and LEED Certification

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

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

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

B. Scope of Services:

1. Phase 1 - Programming, RFP Development, and Evaluation of Design/Build Entity Teams:

- 1.1 Work with the agency to define and develop the operational and programming needs specifically for the new residence hall.
- 1.2 Provide the services of a commissioning agent.
- 1.3 Facilitate consensus building of key stakeholders, to be identified by DPW, to ensure the D/BCA of their perspectives and support for the new residence hall.
- 1.4 Obtain State Traffic Commission (STC) approval for the project.
- 1.5 Obtain Dept. of Environmental Protection (DEP) approval for the project.
- 1.6 Provide architectural programming planning sessions with key stakeholders to obtain information on the goals of each functional component, specific activities to be carried out by the staff in each component, the services to be provided, service delivery methods, the number of occupants in each component/space, the functional relationships between components, space needs, special services and any shared services among components in addition to security needs, specialty equipment; defining materials and quality standards.
- 1.7 Perform a site assessment of DPW provided information (including, but not limited to, survey, subsurface investigation). Complete the DPW Checklist for Permit and Approvals.
- 1.8 Review and comment on DPW prepared Volume I – General Conditions and Requirements - which is part of the Request for Proposals (RFP) seeking D/B Entity Teams. Prepare Volume II –Design Program-identifying all project criteria, and Volume III – Construction Quality Standards for the Design Build RFP. Assist DPW in publishing the RFP. Where appropriate, indicate this project shall comply with the High Performance Building Regulations (RCSA 16a-38k-1 through 9), "the Regulations", and obtain Silver Certification under the Leadership in Energy and Environmental Design (LEED) certification program.
- 1.9 Assist with selection procedures. Participate in pre-proposal meeting with competing D/B Entity Teams and issue any clarification documentation. Assist DPW with the evaluation of

the D/B Entity Teams' submissions including proposal review and participation in scheduled interviews with D/B Entity Teams for the purpose of selection.

- 1.10 Review and comment on the proposed project budget and schedule. Make recommendations.
- 1.11 Complete DPW checklist for permit and approvals.
- 1.12 Develop a site design concept for review by DPW that allows development of the site within the given constraints.
- 1.13 Develop a building floor plan concept for review by DPW that allows development of the facility within the given constraints.
- 1.14 Have PMWeb capability.

2. Phase 2 - Project Design Oversight:

- 2.1 Establish a schedule of milestones for the selected D/B Entity Team that indicates when progress submissions are to be made to DPW.
- 2.2 Attend periodic design meetings, as requested, to provide oversight during D/B Entity Team's Design Development for conformance with the Request for Proposal (RFP) document.
- 2.3 Conduct two (2) reviews of the D/B Entity Team's building designs for the project for conformance with the program and RFP requirements, and advise DPW in writing of same.
- 2.4 The D/BCA reviews will be:
 - 2.4.1 At the end of the D/B Entity Team's Design Development Phase of work, which is approximately 30% completion of the D/B Entity Team's Construction Documents.
 - 2.4.2 At approximately 95% completion of D/B Entity Team's Construction Documents including the Project Manual (specifications), but before any construction begins.
 - 2.4.3 Each of these reviews will be followed up with a report and informational meeting with DPW to discuss the findings, and then a subsequent meeting, if necessary, with the D/B Entity Team to convey same.
 - 2.4.4 The second review will incorporate a follow-up check, prior to construction starting, to assure that the review comments are incorporated in the D/B Entity Team's Construction Documents.
- 2.5 Provide the services of a Third Party Structural Engineer in Phase 2.

3. Phase 3 – Construction Observation:

- 3.1 Attend pre-construction meeting, conducted by the D/B Entity Team to confirm DPW/CCSU expectations and to establish the course of action to be taken to achieve the construction schedule requirements.
- 3.2 Attend bi-weekly job meetings.
- 3.3 Review and comment on select alternative submittal items for conformance with RFP, periodic payment requisitions, requests for design-build agreement amendments and items prerequisite to project close out.
- 3.4 Provide construction observation services at the project site to monitor and observe the work in progress, evaluate compliance with D/B agreement, RFP and construction documents and report findings to DPW. The total time for this service is approximately ten (10) hours of service per week by the D/BCA, eight (8) hours per week between the mechanical/electrical/plumbing & fire protection engineering consultant and four (4) hours per week by the site/civil engineering consultant over an estimated eighteen (18) month construction period. The number of hours by each discipline would be an average over the construction schedule duration and could vary on a week-to-week basis depending on the observation required by each discipline. These hours of service include attending the bi-weekly job meetings.
- 3.5 Review of Design/Build Entity shop drawings, samples and materials submittals.
- 3.6 Inspect the facility with the D/B Entity Team, CCSU, DPW and other state agencies prior to completion, and develop a punch list of items to be completed. Monitor the incomplete work and the corrected work through final acceptance and through the completion of all incomplete work and correction of defective work identified in the punch list and/or in the Certificate of Acceptance issued by DPW to the Design-Builder.
- 3.7 Review the D/B Entity Team's applications for payment and provide recommendation for approval or disapproval.

- 3.8 Attend project close out meetings and review punch list items for completion and items stated in the Certificate of Acceptance for completion or correction, as the case may be.
- 3.9 Process all close out documents in accordance with DPW project close out procedures.

4. Design Build Criteria Architect Team (D/BCA Team): In addition to the necessary and appropriate staff resources of the D/BCA, the following consultants are included as members of the D/BCA Team:

Consulting Engineering Services, Incorporated, 811 Middle Street, Middletown, CT 06457;
Weidlinger Associates, Inc., 375 Hudson Street, 12th Floor, New York, NY 10014-3656;
Dr. Clarence Welti, P.E., P.C., Geotechnical Engineering, 227 Williams Street, P.O. Box 397,
Glastonbury, CT 06033;
Freeman Companies, LLC, 49 Woodland Street, Hartford, CT 06105;
Stegman and Associates Architects, P.C., 28 Lawrence Street, Boston, MA 02116.

A. Commissioning Agent

Commissioning Agent (CxA): The Design/Build Criteria Architect shall retain as its sub-consultant a Commissioning Agent. The CxA shall meet the minimum qualifications as established by DPW and set forth below, and shall be acceptable to DPW. The CxA will perform the scope of work detailed in this Exhibit A. The Design/Build Criteria Architect shall be compensated for the cost of the Commissioning Agent plus five percent (5%) of such cost for the Design/Build Criteria Architect's overhead and profit, notwithstanding Article V of the Contract to the contrary.

The Design/Build Criteria Architect shall provide a written evaluation of the CxA's performance to date utilizing DPW's form and criteria at the completion of 50% Construction and 100% Construction.

The Design/Build Criteria Architect shall provide systems commissioning services and is hereby authorized to engage the services of Consulting Engineering Services, Incorporated, 811 Middle Street, Middletown, CT 06457 as Commissioning Agent (CxA) in order to perform the duties as outlined below for this project. The CxA may not be changed without DPW's prior written approval.

This project is being designed to comply with the High Performance Building Regulations (Regulations of Connecticut State Agencies 16a-38k-1 through 9), "the Regulations" and to achieve the Leadership in Energy and Environmental Design (LEED) Silver certification. The CxA is required to provide services during the pre-design phase, the design phase, the construction phase, occupancy and the post-occupancy phases, in support of documenting compliance with the Regulations and in obtaining the LEED Silver certification.

The CxA or its staff designated for this project shall satisfy the following requirements:

1. Has acted as the principal Commissioning Agent for at least three projects of relative size and complexity to this Project over the past three (3) years.
2. Has had recent extensive experience with sustainable design and construction projects, specifically LEED projects.
3. Possesses extensive knowledge in building operation and maintenance training.
4. Possesses extensive experience with operation and trouble shooting of Heating/Ventilation/Air Conditioning (HVAC) systems and energy management systems.
5. Is knowledgeable in testing and balancing of various media systems.
6. Has experience with high performance system design and HVAC control strategy optimization.

7. Possesses excellent verbal and written communication skills; is highly organized; and is able to interact effectively with designer professionals, owner and contractor's project management staff as well as technicians and tradesmen.
8. Has extensive experience in writing commissioning specifications.
9. Has staff designated for this project who are licensed by the State of Connecticut as Professional Engineers in mechanical or electrical engineering. Trade and contracting licensure is also desirable.
10. The Commissioning Agent staff shall be certified in building commissioning by the Building Commissioning Association or the Association of Energy Engineers.

The CxA scope of services shall include, but not be limited to, the following summary of tasks. The Commissioning Agent (CxA) shall provide all commissioning services for this project in accordance with the requirements of *ASHRAE Guideline 0-2005*, the DPW *Capital Projects High Performance Buildings Guidelines* and the *Connecticut Building Standard Guidelines Compliance Manual for High Performance Buildings*.

The Commissioning Process activities completed by the CxA during the Pre-Design Phase include:

1. Develop and document the Owner's Project Requirements.
2. Develop the scope and budget for the Commissioning Process.
3. Develop the initial Commissioning Plan.
4. Develop an Issues Log and produce an Issues Report.
5. Prepare a Pre-Design Phase Commissioning Report.

The Commissioning Process activities completed by the CxA during the Design Phase include:

1. Document the Basis of Design in association with the design team.
2. Work with the project team to document adherence to the Owners Project Requirements during design.
3. Verify the Basis of Design with regard to the Owner's Project Requirements.
4. Develop a Commissioning Plan encompassing the Design, Construction, Occupancy and Post Occupancy Phases. The plan will include, but not be limited to, the following:
 - a. Outline the commissioning responsibilities of the CxA, DPW, client agency, Construction Administrator, design team, general contractor, and sub contractors.
 - b. The plan will identify what systems are to be commissioned.
 - c. The plan will provide an overview of the method of verification and documentation that will be used during the commissioning process.
 - d. The plan will contain preliminary schedules for the commissioning of systems.
5. Determine the commissioning requirements and activities to include in the construction documents and coordinate integration into the construction documents, including writing the general commissioning specifications.
6. Perform design review of design documents at Schematic Design, Design Development, Contract Documents and Tracing and Masters submissions.
7. Update the Issue Log and provide Issue Reports as necessary.
8. Prepare a Design Phase Commissioning Report.

The Commissioning Process activities accomplished by the CxA during the Construction Phase include:

1. Organize the Commissioning Process components and conduct a pre-bid and pre-construction meeting to review the commissioning requirements with the complete Commissioning Team.

2. Organize and conduct periodic commissioning team meetings necessary to plan, develop the scope of, coordinate, and schedule activities and resolve problems.
3. Reviews submittals concurrent with the design team's review.
4. Develop specific test procedures, direct the execution of the tests by the contractors, and document the results of the tests.
 - a. 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.
 - b. The test procedures shall be as explicit and exact as possible to ensure that the test can be easily repeated by more than one tester and the same results obtained
5. Document the correction and retesting of noncompliant items by the contractors.
6. Develop pre-functional test Checklists and Verification of Completion forms for all equipment to be commissioned.
7. Work with contractors in completing Checklists and Verification forms. Track Checklist and Verification form completion.
8. Develop and implement a Quality Based Sampling plan to verify proper completion of all testing requirements.
9. Review contractor's Construction Checklists to verify that contractor's quality process is achieving the Owner's Project Requirements.
10. Review the Systems Manual for achieving the Owner's Project Requirements.
11. Review, pre-approve, and verify the training provided by the contractors.
12. Verify delivery of the Systems Manual.
13. Prepare a Construction Phase Commissioning Report

The Commissioning Process activities accomplished by the CxA during the Pre-Occupancy Phase include:

1. Verify that the project has met the requirements of the Regulations and LEED Silver Certification
2. Schedule and verify deferred and seasonal testing by the contractors.
3. Verify continuing training.
4. Review the warranties with the operations and maintenance staff.
5. Prepare a Pre-Occupancy Commissioning Report.

The Commissioning Process activities accomplished by the CxA during Post-Occupancy Phase include:

1. Analyze one year of occupied energy use data against the design energy model.
2. Document any adjustments made to equipment or building operations.
3. Conduct a post-occupancy survey of the building occupants
4. Prepare a Post-Occupancy Commissioning Report

Systems to be provided with functional testing procedures shall include, but are not limited to, the following systems. It is incumbent on the CxA to provide for all building systems in the project.

1. All air handling units and associated heating and cooling coils, etc.
2. All humidifiers
3. All exhaust fans
4. All return fans
5. All variable air volume (VAV) terminal units and associated reheat coils
6. All lab terminal units (supply and exhaust) and associated reheat coils
7. Chillers and all associated chilled water and condenser water pumps, etc.
8. Boiler, boiler combustion air fan, and all associated pumps, tanks, condensate pumps, etc.
9. All heat exchangers and associated pressure relief valves (PRVs)
10. Cooling towers
11. Chilled water distribution systems
12. Hot water heating distribution systems
13. Computer room air conditioning units and associated split system condensers

14. All unit heaters, cabinet heaters, etc.
15. Building automation and Direct Digital Controls and system interlocks
16. Emergency generator and associated transfer panels
17. Lighting control systems
18. Fire protection systems and equipment; fire alarm system interfaces with HVAC systems
19. Security Systems
20. Telecommunications Systems

For services provided by the sub-consultant authorized above, the Design/Build Criteria Architect shall be compensated for said services in the amount of Two Hundred Seven Thousand One Hundred Sixty-five Dollars (\$207,165.00) with the following breakdown after the related work has been completed and submittals accepted by DPW. Said amount includes all subconsultant's fees and the Design/Build Criteria Architect's overhead and profit.

- Pre-Design Phase activities and submission of Pre-Design Commissioning Report and other submittals (Three (3) copies):
A lump sum of Twenty Thousand Seven Hundred Seventeen Dollars \$20,717.00
- Design Phase activities and submission of Design Phase Commissioning Report and other submittals (Three (3) copies):
A lump sum of Forty Six Thousand Six Hundred Thirteen Dollars \$46,613.00
- Construction Phase Commissioning Activities and submittals:
A lump sum of Ninety Three Thousand Two Hundred Twenty-three Dollars \$93,223.00
- Pre-Occupancy Phase Activities & Submission of the Pre-Occupancy Commissioning Report (Three (3) copies):
A lump sum of Twenty Thousand Seven Hundred Seventeen Dollars \$20,717.00
- Post Occupancy Commissioning Activities and submittals:
A lump sum of Fifteen Thousand Five Hundred Thirty-seven Dollars \$15,537.00
- Final Commissioning Report (Three (3) copies):
Ten Thousand Three Hundred Fifty-eight Dollars \$10,358.00

B. Third Party Structural Reviewer

For the proposed above-referenced structure, which exceeds the threshold limit as provided in Section 29-276b of the Connecticut General Statutes, as revised, D/BCA shall provide third party structural review services and is authorized to engage the services of Weidlinger Associates, Inc., 375 Hudson Street, 12th Floor, New York, New York 10014-3656 for the services set forth in this subsection:

1. Design Plan Phase

- A. Review the plans, specifications, and structural computations of the structure to be constructed to determine their compliance with the requirements of the State Building Code to the extent necessary to assure the stability and integrity of the primary structural support systems of such structure;
- B. Contact the engineer of record to resolve any disagreements in design;
- C. Submit a written summary to the Department of Public Works (DPW). This summary shall document the items reviewed and state a conclusion as to whether the stability and integrity of the primary structural support systems are in conformance with the requirements of the State Building Code. The summary report shall be affixed with the seal of a professional engineer (structural) licensed in the State of Connecticut.

2. Construction Phase

Review modifications of approved structural plans and design specifications and applicable shop drawings necessary to determine compliance with the requirements of the State Building Code to the extent necessary to assure the stability and integrity of the primary structural support systems.

3. Submissions: The Third Party Structural Engineer shall submit the following for review and acceptance:

A. First Submittal

The first submittal shall consist of a written report noting structural review comments on all plans, specifications, and structural computations.

B. Second Submittal

The second submittal shall consist of a written report documenting the items reviewed and stating a conclusion as to whether the stability and integrity of the primary structural support systems are in conformance with the requirements of the State Building Code. The report shall be affixed with the seal of the professional engineer (structural) licensed in the State of Connecticut.

The second submittal shall also consist of a letter addressed to the State Building Inspector, including a summary statement indicating which structural aspects were reviewed and stating that the subject project is in compliance with the State Building Code.

C. Third Submittal

The third submittal shall consist of a written report documenting approved structural modifications to the plans and specifications during the construction phase of the project. The report shall state a conclusion as to whether the stability and integrity of the primary structural support systems are in conformance with the requirements of the State Building Code.

4. Time Schedule: The Engineer shall provide the following within the time specified below:

- A. Three (3) copies of the first submittal within Thirty (30) calendar days after receipt of the contract documents;
- B. Three (3) copies of the second submittal within Twenty (20) calendar days after receipt of the tracing and masters;
- C. Three (3) copies of the third submittal shall be due thirty (30) calendar days prior to substantial completion of the construction work.

5. Fee Schedule: For the services provided by the sub-consultant authorized above, the D/BCA's total fee of Thirty-two Thousand Dollars (\$32,000.00) shall be paid as follows. Said fee includes all subconsultant's fees and Design/Build Criteria Architect's overhead and profit.

- A. First Submittal: A lump sum of Ten Thousand Six Hundred Dollars (\$10,600.00)
- B. Second Submittal: A lump sum of Ten Thousand Six Hundred Dollars (\$10,600.00)
- C. Third Submittal: A lump sum of Ten Thousand Eight Hundred Dollars (\$10,800.00)

C. Geotechnical Engineer

The D/BCA shall provide geotechnical engineering services and is authorized to engage the services of Dr. Clarence Welti, P.E., P.C., Geotechnical Engineering, 227 Williams Street, P.O. Box 397, Glastonbury, CT 06033 for the services set forth in this subsection:

1. Provide fifteen (15) test borings and a geotechnical study and report (Three (3) copies).
All Laboratory testing; At least three (3) monitor wells.
2. Fee Schedule: For the services provided by the subconsultant authorized above, the D/BCA's total fee of Twenty One Thousand Five Hundred Dollars (\$21,500.00) shall be paid after receipt of the Report and acceptance by DPW. Said fee includes all subconsultant's fees and the Design/Build Criteria Architect's overhead and profit.

D. Surveyor

The D/BCA shall provide surveying services and is authorized to engage the services of Freeman Companies, LLC, 49 Woodland Street, Hartford, CT 06105 for the services set forth in this subsection:

1. Provide Topography and General Location Survey Services.
 - Establishment of control in the project area will be to "A-2" horizontal accuracy.
 - Vertical control will be to "V-2" Accuracy.
 - Topography and General location will be to "T-2" Accuracy.
 - The project is to update the CCSU Campus mapping for topography, boundary, and easements: and to update all features and visible utilities in the project area;
 - A minimum of four benchmarks will be set in or adjacent to the project area.
 - A signed and sealed mylar copy of the final map will be prepared after all reviews are complete. CCSU CAD standards will be used.

The above survey(s) and its (their) accompanying documentation shall be provided in accordance with the State of Connecticut Regulations of the Department of Consumer Protection, Articles I and II, Sections 20-300b-1 to 20-300b-20, inclusive, and the "Standards for Surveys and Maps in the State of Connecticut" adopted by the Connecticut Association of Land Surveyors, Inc. on September 26, 1996, and shall be certified to the State.

2. Fee Schedule: For the services provided by the sub-consultant authorized above, the D/BCA's total fee of Nine Thousand Eight Hundred Fifty Dollars (\$9,850.00) shall be paid after receipt and acceptance of the surveys by DPW and setting of the benchmarks. Three (3) copies of each survey will be provided. Said fee includes all subconsultant's fees and the Design/Build Criteria Architect's overhead and profit.

E. Residential Programmer

The D/BCA shall provide residential programming services and is authorized to engage the services of Stegman and Associates Architects, P.C., 28 Lawrence Street, Boston, MA 02116 for the services set forth in this subsection:

1. Provide residential programming services.
 - Phase 1**
 - 1.1 Work with the agency to define and develop the operational and programming needs specifically for the new residence hall.
 - 1.2 Facilitate consensus building of key stakeholders, to be identified by DPW, to ensure the D/BCA of their perspectives and support for the new residence hall.
 - 1.3 Assist during architectural programming planning sessions with key stakeholders to obtain information on the goals of each functional component, specific activities to be carried out by the staff in each component, the services to be provided, service delivery methods, the number of occupants in each component/space, the functional relationships between components, space needs, special services and any shared services among components in addition to security needs, specialty equipment; defining materials and quality standards.

- 1.4 Develop a building floor plan concept for review by DPW that allows development of the facility within the given constraints.

Phase 2

- 2.1 Attend periodic design meetings, as requested, to provide oversight during D/B Entity Team's Design Development for conformance with the Request for Proposal (RFP) document.
- 2.2 Participate in one (1) review of the D/B Entity Team's building designs for the project for conformance with the program and RFP requirements.

2. Fee Schedule: For the services provided by the sub-consultant authorized above, the D/BCA's total fee of Twenty Nine Thousand Dollars (\$29,000.00) shall be paid as follows. Said fee includes all subconsultant's fees and the Design/Build Criteria Architect's overhead and profit.

A. A lump sum of Twenty Thousand Dollars (\$20,000.00) for Phase 1 after submission of floor plan concept and program document, and acceptance by DPW and client agency.

B. A lump sum of Nine Thousand Dollars (\$9,000.00) for Phase 2 after submission of Final Report, and acceptance by DPW and client agency.

C. Schedule of Tasks: The following schedule shall be utilized upon DPW Notice to Proceed to begin each task:

Task I. – Data Collection – within 20 business days after receipt of written notice to proceed

- Program including total facility size, type, mix and accessibility requirements.
- Site information for the designated facility
- Construction quality standards for similar, recently completed projects
- Site visits (by Agency) to similar projects of interest
- DPW – Design/Build Bidding and General Requirements

Task II. – Program and Concept Development – within 30 business days after receipt of written notice to proceed:

- D/BCA Team to review and comment on Volume I – "General Requirements," General Conditions, etc.
- D/BCA Team to develop preliminary concepts for Volume II - "Program for Design"
- D/BCA Team to develop preliminary concepts for Volume III - "Construction Quality Standards; Civil – Architectural – Structural – M/E/P"

Task III. – User / Agency Review – within 14 calendar days after completion of Task II:

- CCSU/DPW response comments to D/BCA Team.

Task IV. – Draft RFP:

- D/BCA Team delivery of Final Draft of RFP, Volumes II and III – within 14 calendar days of receiving CCSU and DPW response comments.
- DPW / CCSU final response comments to D/BCA – within 14 calendar days of receiving Final Draft of RFP.

Task V. – Final RFP Document – within 15 business days of receiving DPW/CCSU final response comments:

- Issuance of final RFP, Volumes II and III, to DPW.

Task VI. – Review & Evaluate D/B Entity Team Submissions – within 15 business days after receipt of the submissions:

- D/BCA Team to review D/B Entity Team submissions for adherence to RFP requirements and operational plan
- D/BCA to issue written evaluation of each submission

D. Deliverables:

1. Phase 1 - Programming, RFP Development, and Evaluation of Design/Build Entity Teams:

1.1 D/BCA will provide DPW with one (1) original and six (6) copies of the Final RFP document. Printings for distribution to Design/Build Entity Teams to be performed by DPW at 100% completion of this phase.

2. Phase 2 - Project Design Oversight:

2.1 D/BCA will provide DPW with six (6) copies each of the 30% and 95% progress reviews.

E. Phase 3 Construction Observation Fee Payments: Included in the Design/Build Criteria Architect's total fee stated in Article III of this contract are interim payments of the Phase 3 fees:

- **Monthly Phase 3:** The Design/Build Criteria Architect shall be paid a monthly fee of Fifteen Thousand Three Hundred Twelve Dollars (\$15,312.00) over a projected eighteen (18) month construction time period for Phase 3 Construction Observation services as stated in Section II, B.3 of Exhibit A. Said monthly amount shall be paid on a calendar month basis, in arrears, during such construction period until construction period reaches 95% completion. The balance of the fee due the Design/Build Criteria Architect shall be payable upon completion of the work called for in the Design/Build Agreement and includes the project close out. There will be a pro-rata adjustment in the first and/or last monthly fees in the event of a partial calendar month at the beginning and/or the end of such construction period. Said number of months for the construction period of the project may be adjusted in writing by the Commissioner of the DPW.

The total fee stated in Article III of this contract includes the fees for all subconsultants providing services associated with the scope of services in this contract, as well as the Architect's (D/BCA) overhead and profit.

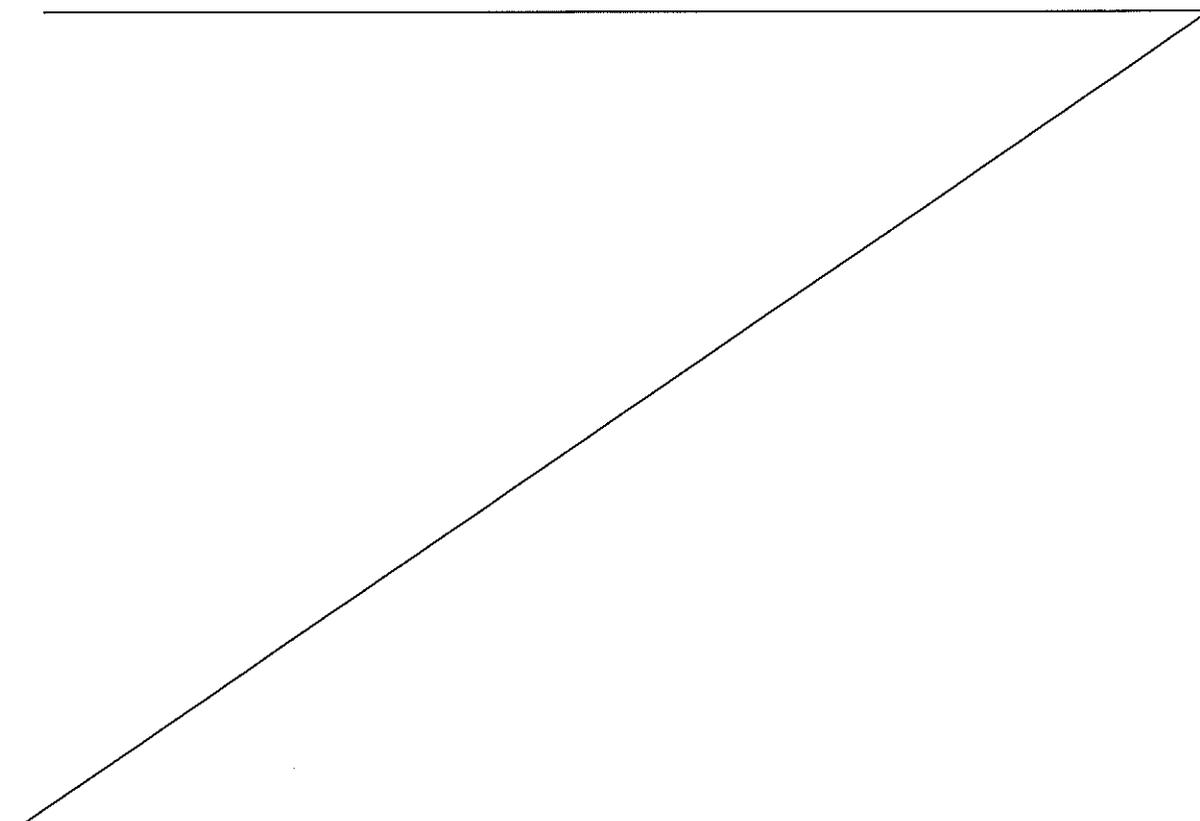


Exhibit B

SEXUAL HARASSMENT POLICY STATEMENT

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

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

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

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

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

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

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

SEXUAL HARASSMENT NARRATIVE

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

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

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

You may file a complaint with your supervisor, the Human Resources Office at (860) 713-5304 or Johnette Tolliver, the agency's designated Equal Employment Opportunity Specialist at (860) 713-5394.

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

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.