

**STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS**

CONSTRUCTION ADMINISTRATOR'S CONTRACT FOR DESIGN PHASE SERVICES

This contract is entered into this *27th* day of *February*, *2009*, by and between the State of Connecticut, hereinafter called the "State," acting herein by its Commissioner of the Department of Public Works (DPW), under the provisions of Sections 4-8 and 4b-1 of the Connecticut General Statutes, as revised, and

**Downes Construction Company, LLC
200 Stanley Street
P.O. Box 727
New Britain, CT 06050**

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

**Phase Two Campus Development
Tunxis Community College
271 Scott Swamp Road
Farmington, CT**

Project Number: **BI-CTC-426**
Contract Number: **BI-CTC-426-CAd**

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

I. GENERAL

- A.** The Construction Administrator accepts the relationship of trust and confidence established with the State by this contract, and agrees to cooperate with the architect, hereinafter referred to as the Architect, for the Project in furthering the interests of the State. The State shall endeavor to promote harmony and cooperation among the State, Architect, Construction Administrator, and other persons or entities employed by the State.
- B.** The Construction Administrator agrees to furnish certain services as set forth in "Exhibit A," which exhibit is attached hereto and made a part hereof. Said services shall be furnished within such time as determined by the Commissioner of DPW, hereinafter referred to as the Commissioner.
- C.** The Construction Administrator agrees to become familiar with and follow the DPW written procedures as defined in the DEPARTMENT OF PUBLIC WORKS CONSULTANTS PROCEDURE MANUAL, dated October 2008, which may be amended from time to time.
- D.** The Construction Administrator shall work under the direction of the DPW Project Manager in consulting with the State Fire Marshal, the State Building Inspector, the Department of Environmental Protection, and other State and Federal agencies having jurisdiction over the Project to ascertain requirements of the Project and to become familiar with said agencies' concerns, requirements, and procedures.
- E.** The recommendations and advice of the Construction Administrator concerning design alternatives shall be subject to the review and approval of the State and the State's professional

consultants. It is not the Construction Administrator's responsibility to ascertain that the drawings and specifications for the Project are in accordance with applicable laws, statutes, ordinances, building codes, rules, and regulations. However, if the Construction Administrator recognizes that portions of the drawings and specifications are at variance therewith, the Construction Administrator shall promptly notify the Architect and State in writing.

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

II. PAYMENT OF CONSTRUCTION ADMINISTRATOR'S FEE

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

III. SPECIAL SERVICES

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

B. SPECIAL CONSULTANTS

1. Should it be necessary for the Construction Administrator to engage the services of a licensed land surveyor, geotechnical engineer, test boring firm, or other special consultants for the purposes of this contract, the State shall reimburse the Construction Administrator for the cost of such services and in addition shall also pay the Construction Administrator five percent (5%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.
2. The Construction Administrator shall define and prepare the scope of additional special services for the State's prior review and approval.
3. The Construction Administrator shall arrange to have at least three (3) qualified consulting firms submit written proposals for the work directly to the State in sealed envelopes.

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

IV. INSURANCE

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

A. Statutory Workers' Compensation and Employers' Liability:

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

B. Commercial General Liability:

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

C. Comprehensive Automobile Liability

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|--|------------------------------|
| (to include owned, non-owned, and hired vehicles): | \$1,000,000 each occurrence |
| Combined single limit: | \$1,000,000 annual aggregate |

- D.** The Construction Administrator shall furnish evidence by way of a certificate of insurance that it has obtained a professional services liability insurance policy with \$1,000,000.00 minimum coverage for negligence and errors and omissions. If any claims are paid against its professional services liability insurance policy, the Construction Administrator agrees to purchase additional insurance in order to maintain the minimum coverage of \$1,000,000.00. The insurance shall remain in effect during the entire duration of this contract, including such additional time period as may be necessary to complete specific projects, as hereinbefore set forth. The policy shall provide that it shall indemnify and save harmless the State and its officers, agents, and employees from all claims, suits, actions, damages, and costs of every name and description resulting from negligence and errors and omissions in the work performed by the Construction Administrator under the terms of this contract.

Each of the policies for such kinds of insurance mentioned above shall be issued by an insurance company or companies satisfactory to the DPW and shall contain a provision that coverages will not be changed, cancelled, or non-renewed until at least sixty (60) calendar days' prior written notice has been given to the DPW. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance. Such insurance policies shall name the State as an additional insured, except the State shall not be named as an additional insured with respect to the coverage for the statutory workers' compensation, automobile liability, and employers' liability insurance and to the coverage for professional liability insurance. Certificates of insurance showing such coverages as required in this article shall be filed with the DPW prior to the time this contract is executed on behalf of the State.

V. CONFIDENTIALITY OF DOCUMENTS

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

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

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

Section A of this article is inserted in connection with subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised. Section B of this article is inserted in connection with Section 4a-60a of the General Statutes of Connecticut, as revised.

- A. (a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent 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 Connecticut General Statutes 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.

For the purposes of this section, "Commission" means the Commission on Human Rights and Opportunities.

For the purposes of this section, "public works contract" means any agreement between any individual, firm, or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a

public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance, or guarantees.

(b) (1) The Construction Administrator, hereafter referred to as the "contractor" for the purposes of this Article VI, 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, 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, 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 Connecticut General Statutes Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Connecticut General Statutes 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 they relate to the provisions of this section and Connecticut General Statutes Section 46a-56. 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) 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.

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

(e) The contractor shall include the provisions of subsection (b) of this section 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 Connecticut General Statutes 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.

(f) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

B. (a) (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 of the General Statutes; (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 that relate to the provisions of this section and Section 46a-56 of the General Statutes.

(b) The contractor shall include the provisions of subsection (a) of this section 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 of the General Statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with 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.

(c) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

C. 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.

D. This contract is subject to the provisions of the Department of Public Works Sexual Harassment Policy ("Policy") and, as such, the contract may be cancelled, terminated, or suspended by the State in the event that the contractor, its employees, contractors, subcontractors, consultants, subconsultants, or vendors engage in behavior prohibited by the provisions of the Policy (a copy of the Policy is attached hereto as Exhibit C). The contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, subconsultants, and vendors.

E. The Summary of State Ethics Laws posted on the DPW home page (<http://www.ct.gov/dpw/site/default.asp>), and as may be revised from time to time, is incorporated herein by reference as if fully set forth herein. This Summary may be found by clicking on "Affidavits."

F. CAMPAIGN CONTRIBUTION RESTRICTION PROVISION

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

VII. LARGE STATE GOVERNMENT CONTRACTS

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

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

VIII. SUSPENSION OF THE WORK

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

IX. TERMINATION OF CONTRACT

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

sent by registered or certified mail or by hand delivery to the Construction Administrator's address as furnished to the State for purposes of correspondence. Upon receipt of such notice, the Construction Administrator shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, correspondence, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Construction Administrator in performing its duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State.

If the termination is for the convenience of the State, the Construction Administrator shall be entitled to receive reasonable compensation for services already satisfactorily performed and accepted, but no amount shall be allowed for anticipated profit on unperformed services. The Commissioner shall determine the amount of such compensation.

- B.** If the termination is for reason of failure of the Construction Administrator to fulfill its contract obligations, the State may take over the work and prosecute the same to completion by contract or otherwise. In such event, the Construction Administrator shall be liable to the State for any additional costs occasioned to the State thereby.
- C.** If after notice of termination for failure of the Construction Administrator to fulfill its contract obligations it is determined that the Construction Administrator had not so failed, the termination shall be deemed to have been effected for the convenience of the State. In such event, the Construction Administrator shall be entitled to reasonable compensation as provided in Section A of this article.
- D.** If the Construction Administrator is a sole proprietor and the Construction Administrator should become deceased this contract shall be considered terminated. In the event of such termination, the Construction Administrator's estate shall be entitled to a reasonable payment for any uncompensated work performed to the date of death, and the State shall have title to, and shall have the right to immediate use and possession of, all finished and unfinished documents, estimates, and schedules prepared under this contract. The Commissioner shall determine the amount of such payment.

X. ENTIRE AGREEMENT

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

XI. ANNUAL CERTIFICATION

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

XII. CONNECTICUT LAW

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

XIII. SOVEREIGN IMMUNITY

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

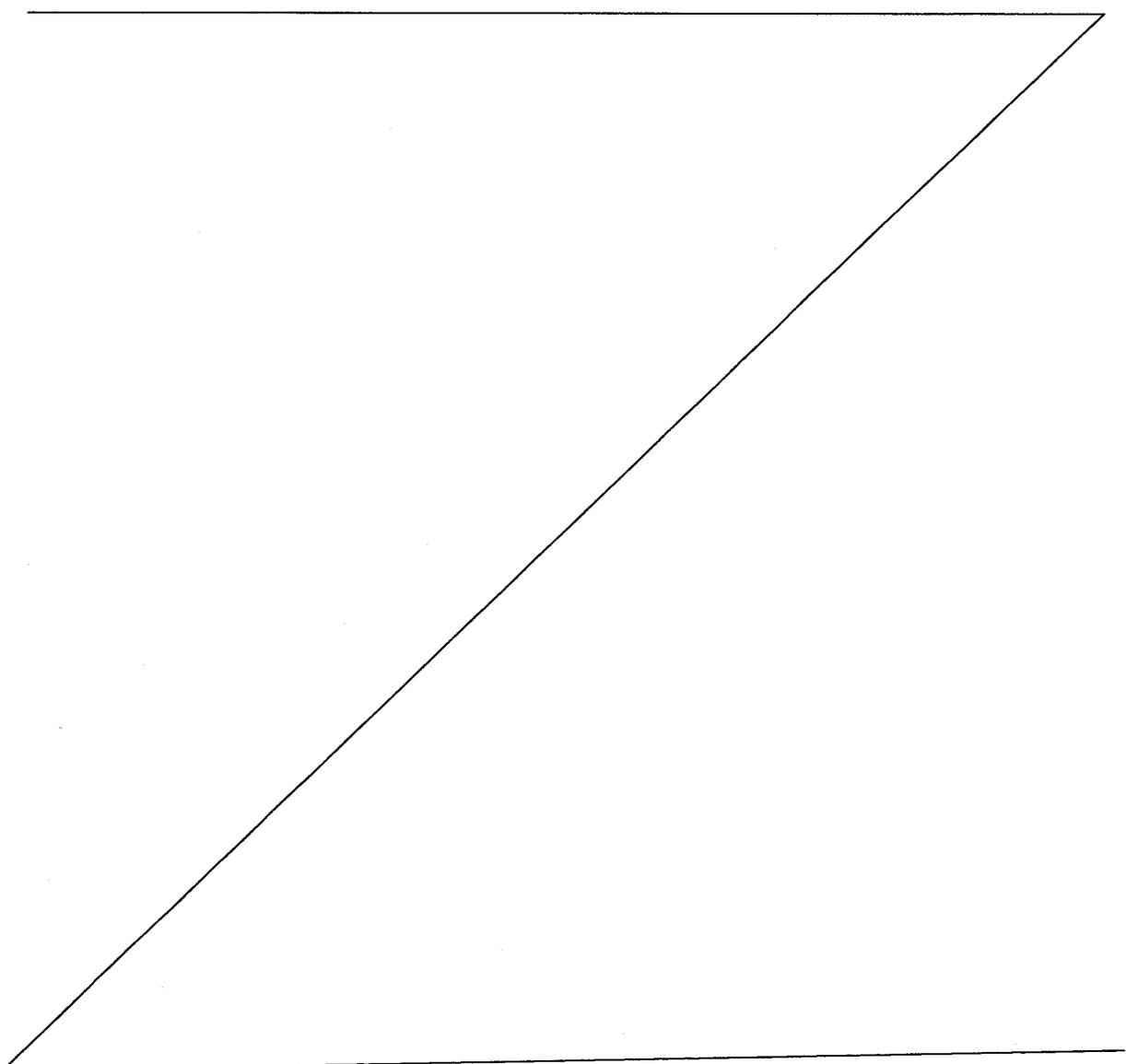
article shall control. This article of the contract shall survive the completion and/or termination of this contract.

XIV. APPROVAL OF STATE PROPERTIES REVIEW BOARD

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

XV. APPROVAL OF THE ATTORNEY GENERAL

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



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

Attested by:

State of Connecticut

Holly J. Hart
Witness Holly J. Hart

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

Date signed: 2/27/09

Dianna M. Chace
Witness Dianna M. Chace

Attested by:

Downes Construction Company, LLC

Edward J. Moriarty
Witness EDWARD J MORIARTY

By: John F. Downes III
Print name: John F. Downes III
Its Member, duly authorized

Date signed: 1/19/09

Evelyn Gaudis
Witness Evelyn Gaudis

Approved as to form:

John B. Atkinson
ASSOC. ATTY. GENERAL Attorney General

Date signed: 3/16/09

EXHIBIT A

**Phase Two Campus Development
Tunxis Community College
271 Scott Swamp Road
Farmington, CT
Project No. BI-CTC-426
Contract No. BI-CTC-426-CAd**

I. PROJECT DESCRIPTION

This project includes, but is not limited to, the following:

A new classroom and office building of approximately 30,000 gross square feet and renovations to Bidstrup Hall to accommodate the Early Childhood Education Program and Daycare, as called for in the Master Plan. Demolition of the approximately 21,000 gross square feet 200 Building. Renovations to the existing façade of the 300 Building to blend with the Phase One Development project. Reconfiguration of former library to serve as swing space.

The project shall conform to all applicable building, fire safety, health and safety codes as well as a silver rating of Leadership in Energy & Environmental Design (LEED) Green Building Rating System. The adjacent buildings and campus will be fully occupied during the period of construction and demolition; therefore the contract documents shall reflect phasing of construction and the use of swing space to minimize disruption to the facility.

II. CONSTRUCTION ADMINISTRATOR'S SCOPE OF PROFESSIONAL SERVICES

The construction administration for design phase services shall be for a time period of approximately **Fourteen (14)** months and will include the pre-design, schematic design, design development, contract documents, and bid phases. Each phase will commence when written notice to proceed is issued by the Department of Public Works (DPW). The Construction Administrator shall provide the design phase services within the time period specified herein or, at the option of the DPW, within extended periods as determined by the DPW if the DPW is of the opinion that extensions are warranted and if the DPW evidences its consent to such extensions in writing. The Construction Administrator shall not commence any phase work under the contract until the Construction Administrator receives written authorization to proceed from the DPW Project Manager.

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

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

A. PRE-DESIGN PHASE

1. Master Schedule:

Following interviews with the user groups and designers, DPW will obtain, organize, monitor, and forward to the Construction Administrator all of the end users' and consultants'

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

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

2. Budget Cost Analysis:

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

3. Submittals:

The Construction Administrator shall submit to DPW **five (5)** copies of a report containing comments on the review of the initial DPW schedule and the pre-design phase construction cost estimate.

4. Selective Demolition:

The Construction Administrator shall perform, under the direction of the architect, selective demolition to uncover potential design constraints. Upon completion of the demolition, the Construction Administrator will repair and restore the disturbed areas to weather tight and safe conditions.

B. SCHEMATIC DESIGN PHASE

1. Document Review Reports:

The Construction Administrator shall prepare a "Document Review" report describing the results of its review of the project plans, manual, and any other pertinent information at the end of each phase (schematics, design development, 50% contract documents, and 100% contract documents).

2. Constructability Review and Reporting:

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

- a) The campus, to become familiar with on-site conditions..
- b) As-built drawings.
- c) Proposed mechanical, electrical, and plumbing (MEP) systems overview.
- d) Soil conditions based upon the geo-technical report provided by the architect.

3. Preliminary Field Operation Analysis:

The Construction Administrator will perform the necessary investigation and planning in

advance of preparing a plan of preliminary findings for project access strategy during construction. The analysis will be refined in the design development, 50% contract documents, and 100% contract documents issue phases. The plan will include, but not be limited to, the review of the following:

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

4. Master Schedule:

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

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

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

5. Construction Cost Estimate:

Upon review of submitted schematic design documents, the Construction Administrator will prepare and distribute the second of five construction cost estimates for the four design phase submissions (pre-design, schematic design, design development, and 50% and 100% contract documents).

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

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

6. Value Engineering/Cost Reduction Alternatives:

The budgeted **\$11,760,000.00** (unless modified in writing by the owner) construction cost estimate includes a six percent (6 %) construction inflation factor and can be concentrated in those areas of the facility that are most important to the owner. The Construction

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

7. Site Conditions:

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

8. Materials Review:

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

9. Systems Review:

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

10. Space Requirements:

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

11. Submittals:

The Construction Administrator shall submit to DPW **five (5)** copies of a bound report, in 8½-inch by 11-inch format, containing all necessary information, including schedules, reports, analyses, and estimates.

C. DESIGN DEVELOPMENT PHASE

1. The Construction Administrator shall update previously described tasks:

- a) Document Review Reports.
- b) Constructability Reviews and Reporting.
- c) Advanced Field Operation Analysis.
- d) Schedule Refinement.
- e) Budget Refinement.

2. Value Engineering:

The Construction Administrator will identify and recommend alternative materials, products, systems, equipment, or methods that could lead to project cost savings. In addition, the

Construction Administrator shall analyze furniture, computer, telecommunications, and finish systems not previously available.

3. Construction Cost Estimate:

Following issuance of design development documents, the Construction Administrator will prepare and issue the third of five construction cost estimates. The estimate shall be derived from actual takeoffs, subcontractor and vendor input, and material and labor cost data. All quantitative systems information shall be provided in detail.

4. Submittals:

The Construction Administrator shall submit to DPW **five (5)** copies of a bound report, in 8½-inch by 11-inch format, containing all necessary information, including schedules, reports, analyses, and estimates.

D. CONTRACT DOCUMENTS PHASE

1. 50% Contract Documents Phase Review:

a) The Construction Administrator shall update previously described tasks:

1. Document Review Reports.
2. Constructability Reviews and Reporting.
3. Advanced Field Operation Analysis.
4. Schedule Refinement.
5. Budget Refinement.

b) Construction Cost Estimate:

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

c) Value Engineering

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

d) Submittals:

The Construction Administrator shall submit to DPW **five (5)** copies of a bound report, in 8½-inch by 11-inch format, containing all necessary information, including schedules, reports, analyses, and estimates.

2. 100% Contract Documents Phase Review:

a) The Construction Administrator shall update previously described tasks:

- Document Review Reports.
- Constructability Reviews and Reporting.
- Advanced Field Operation Analysis.

- Schedule Refinement.
- Budget Refinement.

b) Construction Cost Estimate:

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

c) Review Division 1 General Requirements:

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

d) Document Review:

The Construction Administrator shall review the project drawings and the project manual to insure that systems, equipment, components, materials, and construction techniques are fully identified and specified, including interfaces between trades, so as to permit proper and complete bidder response. Also during this phase, the Architect will include an interdisciplinary coordination (“Redicheck”) of the documents and the Construction Administrator shall participate in the meeting(s) which identifies the findings and shall review the coordination items and provide cost estimates of these findings, including, but not limited to, cost savings from avoided or prevented subsequent change orders.

e) Submittals:

The Construction Administrator shall submit to DPW **five (5)** copies of a bound report, in 8½-inch by 11-inch format, containing all necessary information, including schedules, reports, analyses, and estimates.

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

E. BID PHASE

During the bid phase, the Construction Administrator shall:

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

EXHIBIT B

**Phase Two Campus Development
Tunxis Community College
217 Scott Swamp Road
Farmington, Connecticut
Project No. BI-CTC-426
Contract No. BI-CTC-426-CAd**

The total fee for the Construction Administrator shall be:

One Hundred Thirty Six Thousand Three Hundred Seventy One Dollars **\$136,371.00**

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

A. Pre-design Phase:

1. Scheduling & Budget Cost Analysis:

Fixed fee of Three Thousand Dollars **\$3,000.00**

2. Selective Demolition:

Not to exceed allowance of Seven Thousand Five Hundred Dollars **\$7,500.00**

B. Schematic Design Phase:

Fixed fee of Thirty Six Thousand Dollars **\$36,000.00**

C. Design Development Phase:

Fixed fee of Thirty Six Thousand Dollars **\$36,000.00**

D. Contract Documents Phase:

Fixed fee of Forty Five Thousand Dollars **\$45,000.00**

E. Bid Phase:

Fixed fee of Eight Thousand Eight Hundred Seventy One Dollars **\$8,871.00**

TOTAL FEE **\$136,371.00**

Payments for Section A.2 above shall be made monthly on a time and material basis. The following hourly rates, which include all applicable benefits, overhead, and profit, shall apply:

Equipment Operator	\$95.00
Laborer	\$66.00
Carpenter	\$80.00
Painter	\$80.00
Taper	\$80.00
Electrician	\$95.00
Roofer	\$85.00
Plasterer	\$85.00

The requests for payment shall be submitted on properly prepared invoice forms with attachments showing actual hours worked and rates applied. The Construction Administrator shall certify that the amount invoiced is both accurate and commensurate with the work performed for the State under this contract. The State reserves the right to audit the Construction Administrator's records at any reasonable time. It is specifically understood that the pre-approved hourly rates shall only apply for the period of time that the person is actually working on the project.

The payments under Sections A.1, B, and C above shall be paid after the related phase work has been completed and accepted by DPW. The payment under Section D above shall be paid in two equal installments. The first installment shall be paid after fifty percent (50%) of the related phase work has been completed and accepted by DPW, and final payment under such section shall be made after the related phase work has been completed and accepted by DPW.

The payment under Section E above shall be made upon the completion of the bid process and acceptance by DPW.

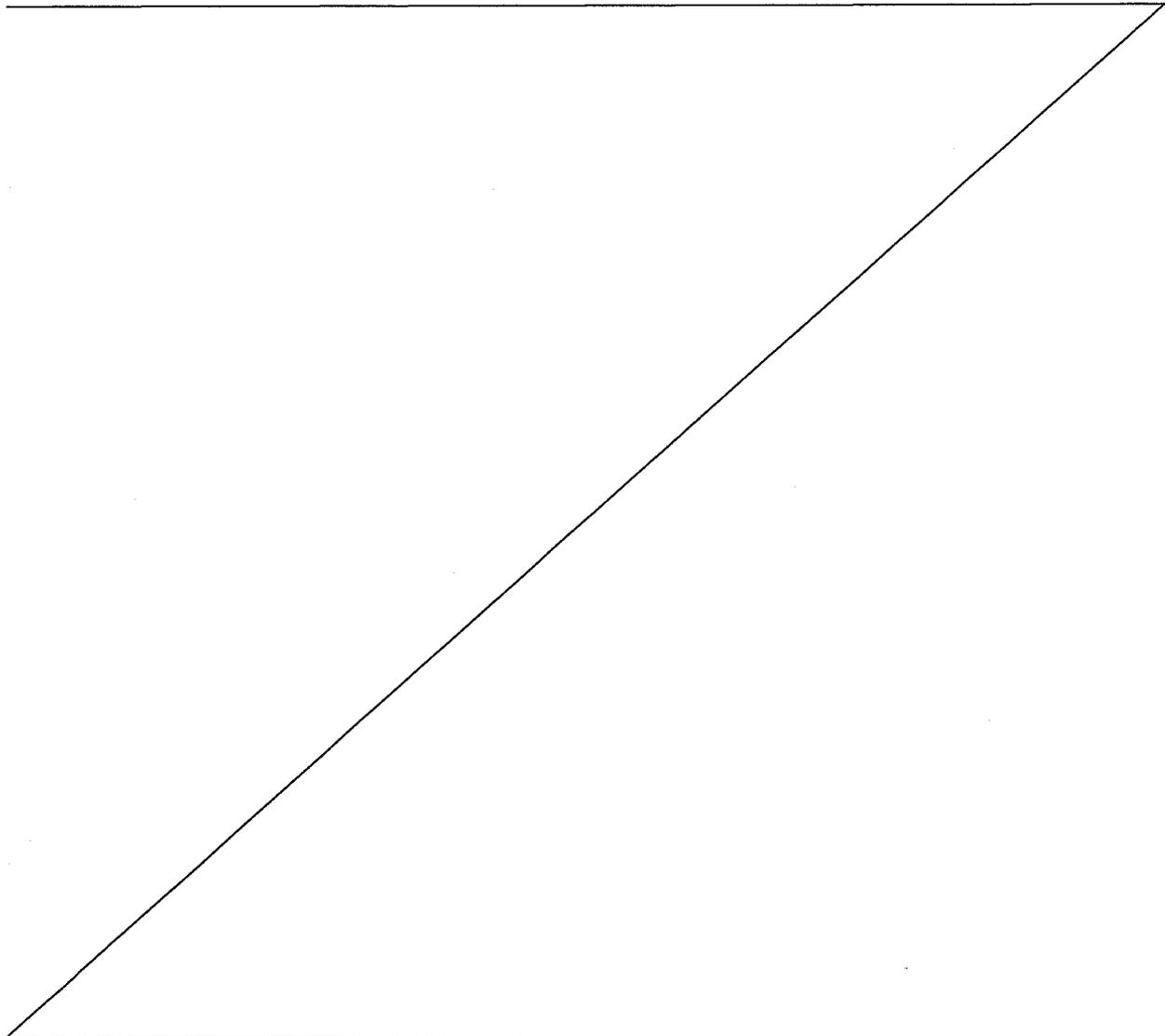


Exhibit C

SEXUAL HARASSMENT POLICY STATEMENT

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

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

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

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

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

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

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

SEXUAL HARASSMENT NARRATIVE

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

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

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

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

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

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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