

STATE OF CONNECTICUT  
DEPARTMENT OF CONSTRUCTION SERVICES

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

This contract is entered into this 6<sup>th</sup> day of March, 2013, by and between the State of Connecticut, hereinafter called the "State," acting herein by its Commissioner of the Department of Construction Services (DCS), under the provisions of Sections 4-8 and 4b-1 of the Connecticut General Statutes, as revised and/or amended, and

**Newfield Construction, Inc.**  
225 Newfield Avenue  
Hartford, CT 06106

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:

**Auditorium and Art Classroom Building**  
**Three Rivers Community College**  
**Norwich, Connecticut**  
Project Number: BI-CTC-435  
Contract Number: BI-CTC-435-CA

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

**I. GENERAL**

- A. The Construction Administrator accepts the relationship of trust and confidence established with the State by this contract, and agrees to cooperate with the architect, hereinafter referred to as the Architect, for the Project in furthering the interests of the State. The State shall endeavor to promote harmony and cooperation among the State, Architect, Construction Administrator, and other persons or entities employed by the State.
- B. The Construction Administrator agrees to furnish certain services as set forth in "Exhibit A" and "Exhibit C", which exhibits are attached hereto and made a part hereof. Said services shall be furnished within such time as determined by the Commissioner of DCS, hereinafter referred to as the Commissioner.
- C. The Construction Administrator agrees to become familiar with and follow the DCS 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.
- D. The Construction Administrator shall work under the direction of the DCS Project Manager in consulting with the State Fire Marshal, the State Building Inspector, the Department of Energy and 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. Indemnification.

The Construction Administrator shall indemnify and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising directly or indirectly in connection with the contract, concerning the acts of commission or omission (collectively, the "Acts") related to noncompliance with applicable statutes, codes and regulations, or the Acts of negligence or errors of the Construction Administrator or Construction Administrator parties, and (2) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising directly or indirectly in connection with claims, Acts or the contract, to the extent of the Construction Administrator or Construction Administrator parties' noncompliance with applicable statutes, codes and regulations, or of negligence or errors. The Construction Administrator obligations under this section to indemnify and hold harmless against claims includes claims concerning confidentiality of any part of or all of the Construction Administrator's bid, proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopied compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

## II. PAYMENT OF CONSTRUCTION ADMINISTRATOR'S FEE

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

## III. SPECIAL SERVICES

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

## B. SPECIAL CONSULTANTS

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

## IV. INSURANCE

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

### A. Statutory Workers' Compensation and Employers' Liability:

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

### B. Commercial General Liability:

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

### C. Comprehensive Automobile Liability

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

- D. The Construction Administrator shall furnish evidence by way of a certificate of insurance that it has obtained a professional services liability insurance policy with \$1,000,000.00 each occurrence and per aggregate 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 each occurrence and per aggregate. The insurance shall remain in effect during the entire duration of this contract, including such additional time period as may be necessary to complete specific projects, as hereinbefore set forth, and for eight years after substantial completion of the project. The policy shall provide that it shall indemnify and save harmless the State and its officers, agents, and employees from all claims, suits, actions, damages, and costs of

every name and description resulting from negligence and errors and omissions in the work performed by the Construction Administrator under the terms of this contract.

Each of the policies for such kinds of insurance mentioned above shall be issued by an insurance company or companies satisfactory to the DCS 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 DCS. 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 DCS 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 Construction Services 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 Construction Services.
- 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 Construction Services. 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**

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

A. Non-Discrimination

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "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;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "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;
- ix. "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 § 32-9n; and
- x. "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.

For purposes of this Section, the terms "Contract" and "contract" do 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) (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, gender identity or expression, 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; and 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, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the 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 the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the 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 §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (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 Connecticut General Statutes § 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 projects.

(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 § 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.

(g) (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 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 Connecticut General Statutes § 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 Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph 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 § 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.

**B. Executive Orders.** This 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. The contract may also be subject to the applicable parts of 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. If Executive Orders 7C and 14 are applicable, they are deemed to be 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 Department shall provide a copy of these orders to the contractor.

I. 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 DCS 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 DCS 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"), which Policy has been adopted by the Department of Construction Services, 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 D). 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. **Summary of State Ethics Laws.** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the contract as if the summary had been fully set forth in the contract.

**E. CAMPAIGN CONTRIBUTION RESTRICTION**

For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as 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 contract 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, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as "Attachment."



## VII. WHISTLEBLOWING

This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Construction Administrator takes or threatens to take any personnel action against any employee of the Construction Administrator in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Construction Administrator 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 this 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 State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of Construction Administrator.

## VIII. SUSPENSION OF THE WORK

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

## IX. TERMINATION OF CONTRACT

- A. Notwithstanding any provisions or language in this contract to the contrary, the Commissioner may terminate the contract whenever he determines in his sole discretion that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Construction Administrator of a written notice of termination.
- B. The notice of termination shall be sent by registered or certified mail or by hand delivery to the Construction Administrator's address as furnished to the State for purposes of correspondence. Upon receipt of such notice, the Construction Administrator shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, correspondence, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Construction Administrator in performing its duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State.
- C. If the termination is for the convenience of the State, the Construction Administrator shall be entitled to receive reasonable compensation for services already satisfactorily performed and accepted, but no amount shall be allowed for anticipated profit on unperformed services. The Commissioner shall determine the amount of such compensation.
- D. If the termination is for reason of failure of the Construction Administrator to fulfill its contract obligations, the State may take over the work and prosecute the same to completion by contract or otherwise. In such event, the Construction Administrator shall be liable to the State for any additional costs occasioned to the State thereby.
- E. If after notice of termination for failure of the Construction Administrator to fulfill its contract obligations it is determined that the Construction Administrator had not so failed, the termination shall be deemed to have been effected for the convenience of the State. In such event, the Construction Administrator shall be entitled to reasonable compensation as provided in Section C of this article.
- F. If the Construction Administrator is a sole proprietor and the Construction Administrator should become deceased this contract shall be considered terminated. In the event of such termination, the Construction Administrator's estate shall be entitled to a reasonable payment for any uncompensated work performed to the date of death, and the State shall have title to, and shall have the right to immediate use and possession of, all finished and unfinished documents, estimates, and schedules prepared under this contract. The Commissioner shall determine the amount of such payment.

## X. ENTIRE AGREEMENT

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

## XI. ANNUAL CERTIFICATION

If the aggregate value of this contract is \$50,000.00 or more, including all amendments and/or commission letters, then the Construction Administrator shall annually submit electronically, on or within two (2) weeks of the anniversary date of the execution of this contract, a completed Gift and Campaign Contribution Certification and notify the DCS Legal Unit that it has been uploaded. Said certification shall be uploaded on the Department of Administrative Services website. For the

purposes of this article, the execution date of the contract shall be the date the Commissioner of DCS signs the contract.

## **XII. FORUM AND CHOICE OF LAW**

The parties deem the contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Construction Administrator waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

## **XIII. SOVEREIGN IMMUNITY**

The parties acknowledge and agree that nothing in the solicitation or the contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the contract. To the extent that this section conflicts with any other section, this section shall govern. 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 DCS to understand that the approval of the State Properties Review Board must be granted before the Construction Administrator's contract can begin. By providing service without a properly executed contract, the Construction Administrator accepts the risk that payment will not be made by the State of Connecticut.

## **XV. APPROVAL OF THE ATTORNEY GENERAL**

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

## **XVI. STATE'S RIGHTS OF INSPECTION, AUDIT AND COLLECTION; MAINTENANCE OF RECORDS**

- (a) All services performed by and material supplied by the Construction Administrator under this contract shall be subject to the inspection and approval of the State at all times, and Construction Administrator shall furnish all information concerning such material and services as may be requested by the State.
- (b) The Construction Administrator 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, Construction Administrator's, and, in the case of each subcontract, the applicable subcontractor's, performance hereunder. The Construction Administrator 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 Construction Administrator'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 Construction Administrator 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 Construction Administrator'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 Construction Administrator at least twenty-four (24) hours notice of any intended inspections or examinations.
- (d) At the State's request, the Construction Administrator shall provide the State with hard copies of or electronic media containing any data or information in the possession or control of the Construction Administrator which pertains to the State's business or this contract.
- (e) The Construction Administrator 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 Construction Administrator 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 Construction Administrator 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.

## **XVII. DISCLOSURE OF RECORDS**

This contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

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

Attested by:

Cheryl Benoit  
Witness Cheryl Benoit

Kevin J. Kopetz  
Witness Kevin J. Kopetz

Attested by:  
Jammy Melendez  
Witness Jammy Melendez  
Joanne Oldenburg  
Witness Joanne Oldenburg

State of Connecticut

By: Pasquale J. Salemi  
Pasquale J. Salemi  
Its Deputy Commissioner  
of the Department of Construction Services

Date signed: 3.6.13

By: DAMIEN T. DAVIS  
Its President, duly authorized

Date signed: 2/28/13

Approved as to form:  
Joseph Rubin Attorney General  
Date signed: 3/18/13

## EXHIBIT A

Auditorium and Art Classroom Building  
Three Rivers Community College  
Norwich, CT  
Project No. BI-CTC-435

### I. PROJECT DESCRIPTION

This Construction Administration contract is for a new auditorium and art classroom building on the Three Rivers Community College campus in Norwich, CT.

The building will consist of approximately 15,000 gross square feet that will contain three (3) classrooms and a new 500 seat auditorium that can be subdivided into 3 or 4 smaller lecture classrooms. A black box theater may be incorporated into the design, as well as all necessary support spaces, including, but not limited to, circulation, stage performances, and storage.

### II. CONSTRUCTION ADMINISTRATOR'S SCOPE OF PROFESSIONAL SERVICES

The Construction Administrator shall provide pre-design services and design phase services, which will include the schematic design, design development, contract documents, and bidding phases. The Construction Administrator shall provide construction phase services. Each phase will commence when written notice to proceed is issued by the Department of Construction Services (DCS). The Construction Administrator shall provide the services within the time periods specified herein or, at the option of the DCS, within extended periods as determined by the Department if the Department is of the opinion that extensions are warranted and if the Department evidences its consent to such extensions in writing. The Construction Administrator shall not commence any phase work under the contract until the Construction Administrator receives written authorization to proceed from the DCS 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 DCS 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.

#### PMWeb Project Management Requirements

- a. PMWeb: DCS projects utilize "PMWeb" project management software as their project management and recording system.
- b. DCS is using PMWeb as the project management software tool for this project.
- c. The Construction Administrator (CA) is required to utilize PMWeb for the submission of their billings, utilizing the Consultant Payment Application form within PMWeb.
- d. The CA is required to utilize PMWeb for the duration of this project and shall provide all project document information via this program. This includes monitoring to ensure the documentation of information described in this Exhibit A, such as daily reports (daily work

journal), special inspections, testing, safety notices, requests for information, potential change orders, change orders, submittal tracking, project schedules, progress photos, project meeting minutes, project correspondence, issues (action items), project transmittals, closeout log, etc. All documents not created in PMWeb, shall be scanned, uploaded and maintained in the PMWeb Document Management System for this project and linked to the corresponding record in PMWeb.

- e. The CA is required to purchase two (2) full PMWeb licenses to be used by the CA from PSSGroup. The cost for the two (2) full licenses shall be included by the CA in the cost for this contract.
- f. The CA shall purchase one (1) day of formal PMWeb training from PSSGroup. This training will be conducted in the DCS training room at the State Office Building at 165 Capitol Avenue, Hartford, CT 06106, in conjunction with the DCS Project Manager and DCS PMWeb Staff. This training will be coordinated through the DCS Project Manager and the DCS PMWeb Staff. The cost for the one (1) day of formal PMWeb training shall be included by the CA in the cost for this contract.
- g. The CA shall contact PSSGroup, Inc. to purchase the licenses and training at <http://www.pmweb.com>, Phone: (617) 207-7080, or Fax: (978) 246-0248.
- h. DCS has established a project specific email "file" address for this project. The CA shall send an electronic "file" copy of all project documents to this email address, to include, but not be limited to, all project correspondence, project emails, forms, etc.
- i. The CA shall monitor the use of the PMWeb System by the CMR.
- j. The CA shall electronically scan all documents not created in PMWeb. These scanned document files shall be uploaded and maintained in the PMWeb Document Management System for this project and linked to the corresponding record in PMWeb.

#### **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 Construction Administrator 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 *DCS Capital Projects High Performance Buildings Guidelines*. The Construction Administrator shall have a LEED Accredited Professional as part of its primary team. The Construction Administrator's responsibilities associated with these requirements include, but are not limited to the following:

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

Commissioning Agent (CxA): The Construction Administrator shall retain as its sub-consultant a Commissioning Agent. The CxA shall meet the minimum qualifications as established by DCS in Exhibit C, and shall be acceptable to DCS. The CxA will perform the scope of work identified in Exhibit C in conjunction with the project scope detailed in this Exhibit A. The Construction Administrator shall be compensated for the cost of the Commissioning Agent plus five percent (5%) of such cost for the Construction Administrator's overhead and profit.

The Construction Administrator shall provide a written evaluation of the CxA's performance to date utilizing DCS's form and criteria at the completion of Design Development, Construction Documents, 50% Construction and 100% Construction.

#### **A. PRE-DESIGN PHASE**

##### **1. Master Schedule:**

Following interviews with the user groups and designers, DCS 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. DCS 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 DCS 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 DCS four (4) copies of a report containing comments on the review of the initial DCS schedule and the pre-design phase construction cost estimate.

#### **B. PRELIMINARY EVALUATION**

1. At the option of the State, the Construction Administrator shall provide a preliminary evaluation of the State's program and Project budget requirements each in terms of the other.
2. The Construction Administrator shall review and become familiar with previous Project decisions and planning.

#### **C. SCHEMATIC DESIGN PHASE**

##### **1. Master Schedule:**

Following interviews with the user groups and designers, DCS will obtain, organize, monitor, and forward to the Construction Administrator all of the end users and consultants' schedules and Critical Path Method (CPM) tasks for input into the Construction Administrator's master schedule. DCS will be responsible for the enforcement and coordination of all communications between the consultants and end users for scheduling requirements. The Construction Administrator will provide data entry on these tasks and any other tasks the



Construction Administrator deems appropriate in order to track project progress and verify future milestones.

Utilizing CPM-based software, the Construction Administrator will assign a duration and relationship to each task, add or delete tasks, identify the logic of interrelationships and milestones, and perform schedule management activities to identify the Project's critical path and timeline. Schedule submissions will be coordinated with the architect's design submissions throughout the design process (minimum of 3).

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

## **2. Action Item Agendas:**

The Construction Administrator shall provide the "Action Item Agenda" reports to monitor the significant issues discussed at meetings and having an impact on the Project Schedule or budget, and to track the resultant activity. Typical issues will include, but are not limited to, programming, timetables, information requests by the Project consultants or end users, alternative systems data, unit costs, items to be concluded, etc. The "Action Item Agenda" report will be included with all Project progress meeting reports.

## **3. Document Review Reports:**

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

- a) Schematic Design Phase - 1 submission
- b) Design Development Phase - 1 submission
- c) Contract Document Phase - 1 submission

## **4. Constructability Review and Reporting:**

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

- a) The campus, to become familiar with on-site conditions.
- b) Proposed mechanical, electrical, and plumbing (MEP) systems overview.
- c) Soil conditions based upon the geo-technical report provided by others.
- d) Sustainable Design strategies including LEED Silver certification and the client agency's policies and standards for healthy buildings.

## **5. Preliminary Field Operation Analysis:**

The Construction Administrator will perform the necessary investigation and planning in advance of preparing a plan of preliminary findings for project access strategy during construction. The analysis will be refined in the schematic, design development, and contract documents issue phases. The plan will include, but not be limited to, the review of the following:

- a) Staging of work.
- b) Temporary walks.
- c) Means of egress and fall protection.
- d) Field operation locations.

e) Temporary field utility usage and feeds.

**6. Construction Cost Estimate:**

Upon review of submitted schematic design documents, the Construction Administrator will prepare and submit to DCS a construction cost estimate. As the design detail advances, the cost estimates will correspondingly reflect greater detail in the qualitative analyses. A current cost data base will be utilized in conjunction with actual quantity takeoffs, knowledge of material and subcontractor availability, manpower and off-hour shift studies, and experience with systems and finishes on similar projects. Input from various trade contractors and vendors will also be sought. The estimates will utilize the standard Construction Specifications Institute (CSI) format. All cost analysis will be representative of inflation to time of construction, scheduled to start mid August 2014. **Under no circumstances will the cost of the project exceed the established budget of \$8,427,414.00 for construction and site work without prior written authorization from the DCS.**

**7. Value Engineering/Cost Reduction Alternatives:**

Through the value engineering process, the budgeted \$8,427,414.00 (unless modified in writing by the DCS) construction cost estimate can be concentrated in those areas of the facility that are most important to the owner. The Construction Administrator will identify and recommend alternative materials, products, systems, equipment, or methods that could lead to project cost savings. Impact on schedule and sequencing will be analyzed and reported. The process shall facilitate the selection of building systems by analyzing each system's impact on the Project's budget and schedule and on the long-term operating costs of the Project.

**8. Site Conditions:**

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

**9. Materials Review:**

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

**10. Systems Review:**

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

**11. Space Requirements:**

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

**12. Submittals:**

The Construction Administrator shall submit to DCS six (6) copies of a bound report, in 8½-inch by 11-inch format, containing all necessary information, including schedules, reports, analysis, and estimates.

#### **D. DESIGN DEVELOPMENT PHASE**

1. **The Construction Administrator shall update previously described tasks and the following tasks, and shall submit a "Document Review" report for the Design Development Phase:**

- a) Action Item Agendas.
- b) Constructability Reviews and Reporting.
- c) Advanced Field Operation Analysis.
- d) Schedule Refinement.
- e) Budget Refinement.

2. **Value Engineering:**

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

3. **Construction Cost Estimate:**

Following issuance of design development documents, the Construction Administrator will prepare and issue construction cost estimates. These estimates will be derived from actual takeoffs, subcontractor and vendor input, and material and labor cost data. All quantitative systems information shall be provided in detail. The estimates will utilize the standard CSI format. The Construction Administrator will immediately notify the DCS Project Manager if and when it becomes apparent the construction budget is exceeding the established budget of \$8,427,414.00 (including inflation through construction) for the building and sitework.

4. **Submittals:**

The Construction Administrator shall submit to DCS six (6) copies of a bound report, in 8½-inch by 11-inch format, containing all necessary information, including schedules, reports, analysis, and estimates.

#### **E. CONTRACT DOCUMENTS PHASE**

1. **100% Contract Documents Phase Review:**

- a) **The Construction Administrator shall update previously described tasks and the following tasks, and shall submit a "Document Review" report for the Contract Documents Phase:**

- Action Item Agendas.
- Constructability Reviews and Reporting.
- Advanced Field Operation Analysis.
- Schedule Refinement.
- Budget Refinement.

- b) **Construction Cost Estimate:**

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

**c) Review Division 1 General Requirements:**

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

**d) Document Review:**

The Construction Administrator shall review the project drawings and the project manual to insure that systems, equipment, components, materials, and construction techniques are fully identified and specified, including interfaces between trades, so as to permit proper and complete bidder response.

**e) Submittals:**

The Construction Administrator shall submit to DCS **four (4)** copies of a bound report, in 8½-inch by 11-inch format, containing all necessary information, including schedules, reports, analyses, and estimates.

**F. BID PHASE**

During the bid phase, the Construction Administrator shall:

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

**G. CONSTRUCTION PHASE SERVICES**

**DUTIES AND SERVICES:**

The Construction Administrator's construction phase services shall be for a time period of Four Hundred Two (402) calendar days (the Construction Phase Time), plus an additional ninety (90) calendar days for project closeout, commencing with the date set forth in the written notice to proceed sent to the Construction Administrator by the DCS Project Manager. Said number of calendar days may be extended in writing by the Commissioner of the DCS, hereinafter referred to as the Commissioner. A reasonable fee shall be determined by the Commissioner for an appropriate level of services for the extended time. The parties recognize that during the extended time the level of staffing and/or services may be decreased, which shall be considered by the Commissioner in the determination of a reasonable fee.

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

#### 1. Scheduling Services

The Construction Administrator shall review and recommend for approval the construction schedule submitted to the State by the general contractor. The Construction Administrator shall review the schedule for compliance with the contract documents and inform the State of any deficiencies. The Construction Administrator shall distribute said construction schedule to the architect/engineer for its review and recommendation for approval. The Construction Administrator shall forward both its recommendation and the architect's/engineer's recommendation for approval to the DCS.

The Construction Administrator shall record, monitor, review, and provide recommendations to the State on the shop drawing schedules', submittal schedules', and procurement schedules' conformance with the contract documents, project conditions, and approved construction schedule.

During the progress of construction, the Construction Administrator shall obtain from the general contractor updated monthly schedules. It shall review them to identify potential variances from the scheduled completion dates. It shall also approve and review schedules for parts of the work not started or incomplete and recommend to the DCS and the general contractor adjustments (recovery schedules) in the schedules to meet the construction completion dates.

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

#### 2. Schedule of Values

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

#### 3. Periodic Requisition for Partial Payment

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

recommendation for approval. The Construction Administrator shall forward both its recommendation and the architect's/engineer's recommendation for approval to the DCS.

#### 4. Project Meetings

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

- a. Project meetings weekly or every two weeks with the client agency, the State, the architect/engineer, and the Construction Administrator. The actual frequency shall be determined by the DCS Project Manager.
- b. Weekly construction/coordination and review meetings of the Construction Administrator and the general contractor.
- c. All other meetings that State officials may require.

#### 5. Supervision and Inspection

The Construction Administrator shall inspect all work of the general contractor, subcontractors, and any additional service providers for compliance with the contract documents. The Construction Administrator shall review the shop drawings for compliance with the contract documents without assuming any of the liabilities or responsibilities of the architect/engineer. The Construction Administrator shall act as the State's liaison with the general contractor. It shall assist in understanding the intent of the contract documents. It shall assist in obtaining from the State and the architect/engineer additional details or information when required for proper execution of the work.

- a. The Construction Administrator shall conduct on-site daily inspections and monitor the work in progress to assist the DCS in determining if the work is in general proceeding in accordance with the contract documents.
- b. The Construction Administrator shall coordinate and schedule all special inspections as required by the contract documents. The special inspector/testing lab will be hired by the State.
- c. The Construction Administrator shall report in writing to the DCS whenever any work is unsatisfactory, faulty or defective, or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made, and advise the DCS and the general contractor of work that it believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
- d. The Construction Administrator shall coordinate and schedule, in the presence of appropriate personnel, all tests, equipment/systems start-ups, and operating/maintenance training. The Construction Administrator shall maintain adequate records thereof, and observe, record, and report in writing to the DCS and the architect/engineer appropriate details relative to the test procedures and start-ups.
- e. The Construction Administrator shall report to the architect/engineer when requests for clarifications and interpretations of the contract documents are needed. The Construction Administrator shall initiate, track, and process all said requests in writing. Clarifications and interpretations issued by the architect/engineer shall be transmitted to the general contractor by the Construction Administrator after review thereof by the Construction Administrator and the DCS Project Manager.

- f. The Construction Administrator shall consider and evaluate the general contractor's suggestions for modifications to the drawings or specifications and report its related recommendations to the architect/engineer and the DCS Project Manager. The Construction Administrator shall then transmit to the general contractor decisions issued by the architect/engineer.
  - g. The Construction Administrator shall review the safety program for the project provided by the general contractor. The Construction Administrator shall notify the general contractor and the DCS in writing of any deviations from the safety program. The Construction Administrator shall upon seeing an unsafe or threatening situation immediately inform the general contractor of the situation for the general contractor to take action, and also orally report this situation to the DCS PM.
  - h. The Construction Administrator shall coordinate and schedule all inspections as required by the State Department of Public Safety and/or the authority having jurisdiction. The special inspector/testing lab will be hired by the State.
6. Documentation, Records, and Reporting
- a. The Construction Administrator shall maintain in an orderly and secure manner at the job site all project files, correspondence, reports of job conferences, shop drawings, samples, meeting minutes, test reports, reproductions of the original contract documents, and all relevant paperwork required to track, monitor, and administrate the contract documents.
  - b. The Construction Administrator shall keep a daily diary or log book recording the general contractor's and subcontractors' hours on the job site, weather conditions, deliveries, equipment on the job site, data relative to questions of work-directive changes, data relative to questions of delays, change orders or changed conditions, names of job-site visitors, daily activities, decisions, observations in general, and specific observations in detail as in the case of observing test procedures; and send copies thereof to the architect/engineer.
  - c. The Construction Administrator shall record the names, addresses, and telephone numbers of the general contractor, subcontractors, and major suppliers of materials and equipment.
  - d. The Construction Administrator shall maintain a monthly photo log of events of all major activities and all activities that require additional attention.
  - e. The Construction Administrator shall prepare and provide monthly progress reports to the State, the client agency, and the architect/engineer. Each monthly progress report shall include all items monitored for the past month, an update on construction with reference to meeting the project schedule, an update on the construction budget, and any recommendations by the Construction Administrator for meeting either the project schedule or the construction budget.
  - f. The Construction Administrator shall examine submittals made by the general contractor and furnish recommendations to the State concerning material and equipment, and review and report on the general contractor's proposals in connection with changes in the construction work. These services are to be performed within five (5) calendar days of receipt of such proposals so as not to delay the work. In the event that the incorporation of an approved substitution into the work will require revisions or additions to the contractual requirements, the Construction Administrator shall review and monitor all costs of such revisions or additions.

## 7. Change Orders

The Construction Administrator shall review, keep a log of, and monitor all the approval processes for the requests for change orders received from the general contractor ensuring the inclusion of all backup material. The Construction Administrator shall review the architect's/engineer's recommendation for any change order. The Construction Administrator shall perform an independent cost estimate and analysis including activity duration and schedule impact regarding the general contractor's change order request. The Construction Administrator shall forward its recommendation, along with the architect's/engineer's recommendation, to the State for approval.

If requested by the State, the Construction Administrator shall negotiate the change order between the general contractor and the State. Negotiations shall include work to be performed, duration, cost, and schedule impact. All negotiation sessions shall have a written record of the meetings and exchanges prepared by the Construction Administrator for transmission to the State. The written record shall include inspection reports, progress reports, instructions given, a record of the general contractor's and the client agency's statements, records of existing conditions, test reports, photographs, and a summary report on the merits of the requested change order.

## 8. Construction Budget

The Construction Administrator shall monitor and update the construction budget on a weekly basis, and submit a monthly report to the DCS identifying activity variances between actual, budget, and projected costs. The report shall include a trend analysis for the project and indicate the balance to date of the construction contingency for the project.

## 9. Project Closeout

The Construction Administrator shall receive and review as-built drawings and submit them, if they are correct, to the DCS, which shall in turn forward them to the architect/engineer to produce the record drawings on mylars. Prior to the recommendation of final payment to the general contractor, the Construction Administrator shall receive and review, for completeness and compliance with the contract documents, maintenance and operation manuals, schedules, warranties and guarantees, bonds, and certificates of inspections, tests and approvals.

The Construction Administrator, in conjunction with the DCS and the architect/engineer, shall prepare a punch list, and conduct an inspection to determine if the construction work is in compliance with the contract documents.

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

The Construction Administrator shall observe whether all items on the punch list have been completed and make recommendations to the architect/engineer and the DCS concerning acceptance of the work. The Construction Administrator shall monitor the general contractor's progress and upon completion of the general contractor's work shall recommend that a final inspection be performed.

The Construction Administrator shall then, in conjunction with the DCS and the architect/engineer, perform a final inspection of the work. Contingent on this final inspection revealing the proper completion of the work, the Construction Administrator shall recommend in writing to the DCS acceptance of the work and final payment to the general contractor.



10. Payments to General Contractor

The Construction Administrator shall review and, if appropriate, recommend for approval all of the general contractor's applications for payments. The Construction Administrator shall process such applications in accordance with the DCS's procedures and accounting requirements ensuring that the applications for payment include the architect's/engineer's signature and concurrence on the progress of the construction work. The Construction Administrator shall monitor the general contractor's payments made to its subcontractors and report to the DCS on any potential irregularities.

11. Claims and Disputes

The action taken, services rendered, and data gathered by the Construction Administrator are key elements with regard to construction claims. The Construction Administrator shall perform the following:

- a. Administer the construction contract fairly and in accordance with the contract terms and conditions.
- b. Identify potential problems, evaluate the conditions involved, and coordinate with the general contractor and the architect/engineer to prevent or minimize problems.
- c. Refute promptly, in writing, any written statements by the general contractor that are not correct.
- d. Keep in a separate file complete documentation of claims or potential claim activities.
- e. Provide all relevant information, make written recommendations on the validity of claims, provide costs analysis, and provide support to the State, the DCS Project Manager, the Attorney General, and outside counsel, as required, within the duration of this contract.

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

13. Nonperformance

If the Construction Administrator does not fulfill or complete its services in a timely and adequate manner, the State reserves the right to withhold monetary payments to the Construction Administrator until such time as the work is brought up to date in an adequate manner. The amount withheld shall be reasonably determined by the Commissioner. If the State is harmed by the Construction Administrator's nonperformance, the State shall be granted fair and equitable compensation by the Construction Administrator as reasonably determined by the Commissioner.

The State has the right for inspection on demand of the Construction Administrator's products. The State will accept only those products that meet reasonable professional standards.

14. Force Majeure

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

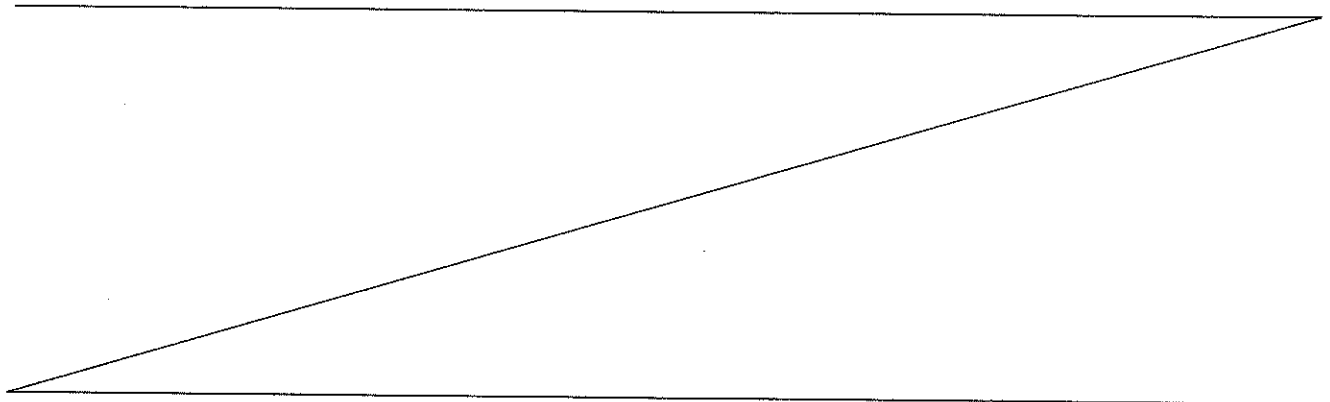
Construction Administrator shall take reasonable measures to mitigate any damage caused thereby.

15. Waivers

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

16. Severability

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



**EXHIBIT B**

**Auditorium and Art Classroom Building  
Three Rivers Community College  
Norwich, CT  
Project No. BI-CTC-435**

The total fee for the Construction Administrator shall be:

**Four Hundred Sixty-nine Thousand Five hundred Nineteen** Dollars **\$469,519.00**

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

A. PM Web Training During Design

**Six Thousand Eight Hundred** Dollars **\$6,800.00**

B. Pre-design Phase:

**Five Thousand Eight Hundred Eighty-eight** Dollars **\$5,888.00**

C. Preliminary Evaluation:

**Two Thousand Nine Hundred Forty-four** Dollars **\$2,944.00**

D. Schematic Design Phase:

**Eight Thousand Eight Hundred Thirty** Dollars **\$8,830.00**

E. Design Development Phase:

**Fourteen Thousand Seven Hundred Nineteen** Dollars **\$14,719.00**

F. Contract Documents Phase:

**Twenty Thousand Six Hundred Seven** Dollars **\$20,607.00**

G. Bid Phase:

**Five Thousand Eight Hundred Eighty-eight** Dollars **\$5,888.00**

H. Construction Phase Sum:

1. PM Web Training during Construction: **One Thousand Eight Hundred Eighty-eight** Dollars **\$1,888.00**
2. Construction (90%): **Two Hundred Ninety-one Thousand Three Hundred Seventy-eight** Dollars **\$291,378.00**

- |  |         |             |
|--|---------|-------------|
| 3. Project Closeout and Record Drawings (5%): <b>Thirty-three Thousand One Hundred Twelve</b>  | Dollars | \$33,112.00 |
| 4. Commissioner's Discretion upon acceptance of Certification of the Final Application for Payment (5%): <b>Thirty-three Thousand One Hundred Thirteen</b> | Dollars | \$33,113.00 |

**I. Commissioning**

The total fee for the Commissioning Agent shall be:

**Forty-four Thousand Three Hundred Fifty-two Dollars \$44,352.00**

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

- |  |   |                           |
|--|---|---------------------------|
| 1. <u>Pre-design Phase activities and submission of the Pre-design Commissioning Report:</u>       |   |                           |
|  | <b><u>Three Thousand One Hundred Sixty Dollars</u></b>            | <b><u>\$3,160.00</u></b>  |
| 2. <u>Design Development Phase activities:</u>   |   |                           |
|  | <b><u>Three Thousand One Hundred Sixty Dollars</u></b>            | <b><u>\$3,160.00</u></b>  |
| 3. <u>Construction Document Phase activities:</u>  |   |                           |
|  | <b><u>Six Thousand Three Hundred Twenty-two Dollars</u></b>       | <b><u>\$6,322.00</u></b>  |
| 4. <u>Construction Phase commissioning activities:</u>   |   |                           |
|  | <b><u>Twenty-three Thousand Six Hundred Forty-six Dollars</u></b> | <b><u>\$23,646.00</u></b> |
| 5. <u>Pre-occupancy Phase activities and submission of the Pre-occupancy Commissioning Report:</u> |   |                           |
|  | <b><u>Two Thousand Five Hundred Twenty Dollars</u></b>            | <b><u>\$2,520.00</u></b>  |
| 6. <u>Post Occupancy Phase:</u>  |   |                           |
| 1. <u>Post Occupancy commissioning activities</u>  |   |                           |
| <b><u>Three Thousand Twenty-four</u></b>   | Dollars   | <b><u>\$3,024.00</u></b>  |
| 2. <u>Final Commissioning Report</u>   |   |                           |
| <b><u>Two Thousand Five Hundred Twenty</u></b>   | Dollars   | <b><u>\$2,520.00</u></b>  |
|  | <b><u>Total Commissioning Fee</u></b>                             |                           |
|  | <b><u>Forty-four Thousand Three Hundred Fifty-two Dollars</u></b> | <b><u>\$44,352.00</u></b> |

The payments under Sections A and B above shall be paid after the related work has been completed and accepted by DCS.

The payment under Section F above shall be made upon the completion of the bid process.

Ninety percent (90%) of the Construction Phase Sum under Section G above shall be paid in equal monthly installments based upon the Construction Phase Time. An additional 5% of the Construction Phase Sum shall be payable upon both (1) completing project closeout as required by the General Conditions and the General Requirements of the Contract for Construction and (2) the receipt of record drawings.

The final 5% balance of the Construction Phase Sum shall be payable at the discretion of the Commissioner upon DCS's acceptance of the Certification of the Final Application for Payment.

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

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

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

**The payments under Section H above shall be paid after the related work has been completed and accepted by DCS.**

## EXHIBIT C COMMISSIONING AGENT SCOPE OF WORK

The Construction Administrator shall provide systems commissioning services and is hereby authorized to engage the services of BVH Integrated Services, 50 Griffin Road South, Bloomfield, CT as Commissioning Agent (CxA) in order to perform the duties as outlined below for this project. The CxA may not be changed without DCS'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 knowledgeable 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 DCS 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, DCS, 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



## Exhibit D

### 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.

ATTACHMENT



**Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations**

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

**CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

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 (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 (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (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.

On and after January 1, 2011, 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 knowingly solicit contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor 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.

**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**—Up to \$2,000 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 up to \$2,000 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 not more than \$5,000 in fines, or both.

**CONTRACT CONSEQUENCES**

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions 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 shall 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 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."



## 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, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"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.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) 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 (ii) 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 subcontractor" 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 subcontractor, 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 subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (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 subcontractor.