

Design-Build Agreement

Between
State of Connecticut
Department of Administrative Services
Division of Construction Services

Office of Design and Construction
Fourth Floor
165 Capitol Avenue
Hartford, Connecticut 06106

And

PDS Engineering & Construction, Inc.

For

Expansion of Burrville Regional Fire Training School
606 Burr Mountain Rd.
Torrington, Connecticut

Project No. BI-FP-013-2 DB
Agreement No. BI-FP-013-2 DB

August 3, 3rd, 2016

Design-Build Agreement Between the State of Connecticut and Design Builder

AGREEMENT made as of the 3rd day of August in the year of 2016

BETWEEN the State of Connecticut, acting herein by Melody A. Currey, its Commissioner of the Department of Administrative Services (DAS), Division of Construction Services (DCS) or her designated representative (the "Owner" or "Commissioner"), duly authorized, pursuant to Section 4b-24b of the Connecticut General Statutes, as revised.

and the Design-Builder:

PDS Engineering & Construction, Inc.
107 Old Windsor Road
Bloomfield, CT 06002

This Agreement pertains to services to be performed in connection with the design and construction and related improvements as described herein of the following Project:

The Work consists of construction of a new Administration and Education Facility, a new Vehicle Maintenance Facility, a new Class A Burn Building, a new Training Tower, a new Rehab Shelter and various new fire training props. The new Administration and Education Facility and Vehicle Maintenance Facility will be approximately 16,653 gross square feet (GSF). The Class A Burn Building will be approximately 5,900 gross square feet. The Rehab Shelter will be approximately 1,500 gross square feet. The Fire Training Props will consist of a new pad for propane fired training, a new Foam Training/Extinguisher Pad, a new Vehicle Extrication Training Pad, and a new Drafting Test Pit/water storage tank, a new low angle rescue prop, and a new cell tower prop. **Site demolition is included.**

The campus shall accommodate up to 120 students during peak training periods.

In consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Owner and Design-Builder agree as set forth below.

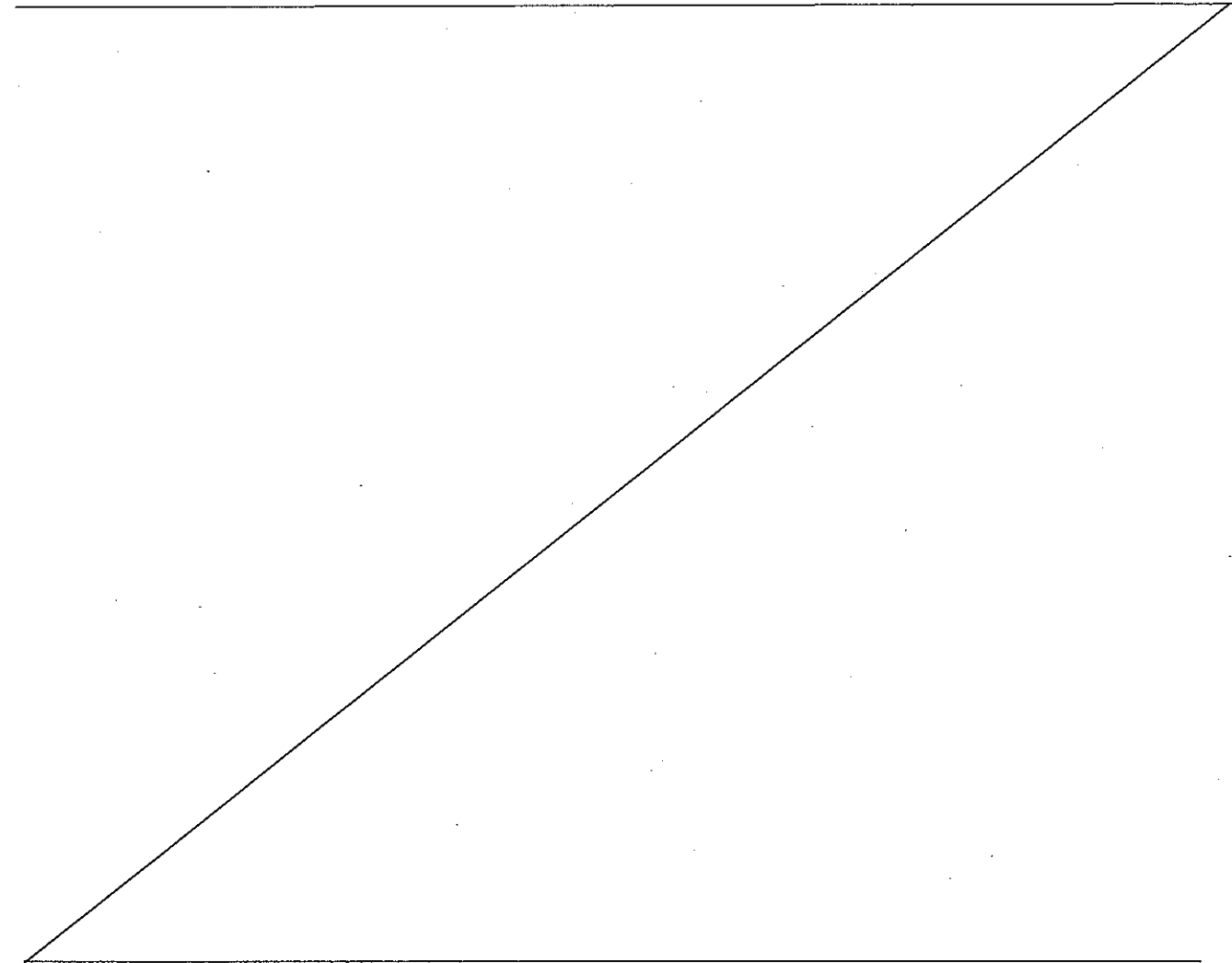
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ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

- 1.1.1 For purposes of this Agreement, the following words and terms shall have the meanings set forth below:
- 1.1.2 **Acceptance** means the full and final completion of all Work in accordance with the Contract Documents, including all punch list items, to the satisfaction of the Owner, except as may be set forth in a Certificate of Acceptance.
- 1.1.3 **Acceptance Date** means the date on which the Design Builder achieves Acceptance. The Owner shall notify the Design-Builder in writing pursuant to Section 2.9 that Acceptance has been accomplished.
- 1.1.4 **Addendum** means a document issued by the Owner that modifies or clarifies the RFP.
- 1.1.5 **Agreement Amendment** is defined in Section 4.1 hereof.
- 1.1.6 **Applicable Laws** means any applicable or relevant federal, state, or local statutes, laws, codes, regulations, ordinances, orders, determinations, requirements, rules or rulings, including any Environmental Laws, and any judicial or administrative interpretations, orders or decrees with respect thereto.
- 1.1.7 **Business Day** means a Calendar Day other than Saturdays, Sundays and days designated as Connecticut state holidays on which banks in Connecticut are permitted to be closed.
- 1.1.8 **Calendar Day** means each day of the calendar.
- 1.1.9 **Certificate of Acceptance** means the certificate issued by the Owner pursuant to Section 2.9 in the form specified in Appendix E.
- 1.1.10 **Certificate of Compliance** means the certificate issued by the Design-Builder's Design Professional pursuant to Section 6.2 in the form specified in Appendix E.
- 1.1.11 **Certificate of Substantial Completion** means the certificate issued by the Owner pursuant to the provisions of Section 2.5 in the form specified in Appendix E.
- 1.1.12 **Clarification** means an interpretation of the Contract Documents that may result in minor changes to the Work not involving an adjustment to the Contract Price or the Project Schedule and not inconsistent with the intent of the Contract Documents, provided the Clarification is documented and approved in writing by both the Owner and Design-Builder.
- 1.1.13 **Construction Administrator** means a Person, under contract with or employed by the Owner. The Construction Administrator may be the Project Manager or assistant project manager, or an independent architect, consulting architect, consulting professional engineer or any other designee as authorized and identified by the Owner. The Construction Administrator does not have the authority to bind or otherwise make decisions for the Owner, as such authority is reserved to the Project Manager and the Owner.
- 1.1.14 **Construction Documents** means the architectural and engineering documents setting forth the complete design for the Project prepared by the Design Professional. Construction Documents include, but are not limited to, the Specifications, the Drawings and all modifications thereto. Construction Documents shall include all items appropriate or necessary for the proper execution and completion of the Work to the Owner's satisfaction. The Construction Documents shall describe the quality of construction materials, assemblies, and other information deemed necessary to adequately describe the Owner's requirements. The Construction Documents shall be prepared and sealed by the Design Professional as required by the State of Connecticut General Statutes.
- 1.1.15 **Contractor** means (i) a Person, other than a Design Professional, under direct contract with the Design-Builder responsible for performing the construction phase of the Work

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under this Agreement, or (ii) the Design-Builder where the Design-Builder is also the Person performing the construction phase of the Work.

- 1.1.16 Contract Documents** means this Agreement, including the appendices attached hereto; the Request for Qualifications; the Request for Proposals; any Addenda to the RFP; the Design-Builder's Proposal; all of the Refinement Documents; all Addenda; all Clarifications; and all Agreement Amendments.
- 1.1.17 Contract Price** is defined in Section 3.1.
- 1.1.18 Critical Path** means the sequence of all critical tasks that have a significant impact on the completion of the Work.
- 1.1.19 Design-Builder** is defined in the first paragraph of this Agreement.
- 1.1.20 Design-Builder's Proposal** means the written Proposal and Drawings as described in Appendix B submitted by Design-Builder in response to the Request for Proposals.
- 1.1.21 Design Professional** means a Connecticut licensed design professional, employed or contracted by the Design-Builder, who is responsible for all architectural, engineering and other design services to be performed in connection with the Project.
- 1.1.22 Drawings** means that part of the Contract Documents and Construction Documents prepared by the Design Professional that graphically show the scope, extent, and character of the Work to be performed by Design-Builder.
- 1.1.23 Environmental Laws** means any federal or state statute, law, code, rule, regulation, order, permit, or decree regulating or relating to the protection of human health or the environment, or imposing liability or standards of conduct concerning any Regulated Substance, hazardous, toxic, or waste substance, element, compound, mixture or material, as now or at any time hereafter in effect, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended, 42 U.S.C. § 9601 et seq.; the Emergency Planning and Right To Know Act, 42 U.S.C. § 11101 et seq.; the Endangered Species Act, 16 U.S.C. § 1531 et seq.; the Lead-Based Paint Exposure Reduction Act, 15 U.S.C. § 2681 et seq.; the Oil Pollution Act of 1990, 33 U.S.C. § 2701 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Solid Waste Disposal Act (including the Resource Conservation and Recovery Act) 42 U.S.C. § 6901 et seq.; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq.; the Superfund Amendments and Reauthorization Act, 42 U.S.C. § 9601 et seq.; Clean Air Act, 42 U.S.C. § 7401 et seq.; the Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the River and Harbors Act of 1899, 33 U.S.C. § 401 et seq.; and all rules and regulations of the U.S. Environmental Protection Agency (EPA) and the Connecticut Department of Energy and Environmental Protection and the Connecticut Department of Health, including Titles 19 and 22a of the Connecticut General Statutes, or any other state, federal, or local department, board, or agency, or any other agency or governmental board or entity having jurisdiction over environmental or health and safety matters, as such may have been amended.
- 1.1.24 Force Majeure** means any event which renders impossible, prevents, substantially or materially interrupts or delays the performance of an obligation of a party to this Agreement, if such event is beyond the reasonable control of such party and which, by the exercise of due diligence, such party would be unable to overcome, including: strikes, lockouts, sit-downs, material or labor restrictions by any governmental agency; shortages of material or labor, unusual transportation delays, riots, floods, explosions, earthquakes, fire, acts of the public enemy, wars, insurrections, terrorism, changes in Applicable Law, and the commencement and continued pendency of legal proceedings not brought by any party to this Agreement or any affiliate thereof and not based on any event or circumstance which constitutes a breach or default by such party of any obligations, covenants or agreements under this Agreement or which is otherwise within the reasonable control of such party, which legal proceedings restrain or enjoin the performance by such party of such obligation.
- 1.1.25 General Conditions** mean the Owner's General Conditions as set forth in RFP Volume I.

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- 1.1.26 **Hazardous Material** means any and all materials, chemicals, or other substances defined as hazardous, hazardous waste, Regulated Substances or toxic waste, or otherwise regulated or controlled pursuant to any of the Environmental Laws.
- 1.1.27 **Owner** is defined in the first paragraph of this Agreement.
- 1.1.28 **Person** means any natural person, corporation, partnership, limited liability company, association, trust, other business entity or governmental unit.
- 1.1.29 **Project** means the design and construction of the expanded Burrville Regional Fire Training School at 606 Burr Mountain Road, Torrington, Connecticut, pursuant to this Agreement, including the appendices hereto, as described in the Contract Documents.
- 1.1.30 **Project Manager** means the individual, as identified in Appendix D, or such individual successor, employed by the Owner and designated and authorized by the Commissioner, to represent the Owner for the purposes of this Agreement.
- 1.1.31 **Project Schedule** means the schedule for the completion of the design and construction of the Work, indicating proposed activity sequences and durations, milestone dates, and the dates of Substantial Completion and Acceptance. The Project Schedule shall be developed in accordance with Section 2.4 and is attached hereto as Appendix A.
- 1.1.32 **Refinement Documents** means meeting notes, drawings, sketches and other documentation developed and approved by the Owner and Design-Builder to clarify and refine Design-Builder's Proposal, all of which are now or shall hereafter be included or described in Appendix C.
- 1.1.33 **Regulated Substances** means any (a) chemical, substance, material, or waste that is designated, classified, or regulated as "hazardous waste," "hazardous material," "hazardous substance," "Connecticut regulated waste," "toxic substance," "radioactive material," "lead based paint or lead containing materials," or words of similar import, under any applicable Environmental Law; (b) petroleum, petroleum hydrocarbons, petroleum products, petroleum substances, crude oil, and components, fractions, derivatives, or by-products thereof; (c) asbestos or asbestos-containing material (regardless of whether in a friable or non-friable condition) or polychlorinated biphenyls; and (d) any substance that, whether by its nature or its use, is subject to regulation under any applicable Environmental Law then in effect or for which a governmental entity requires remedial action at the property or any areas emanating there from.
- 1.1.34 **Representatives** means a Person's affiliates, and its or their directors, members, managers, partners, officers, employees, agents, consultants and advisors, provided that the Design-Builder shall not constitute a Representative of the Owner.
- 1.1.35 **Request for Proposal or "RFP"** means the Request for Proposals, issued by the Owner, dated July 22, 2015, with respect to the Project and any Addenda thereto.
- 1.1.36 **Request for Qualifications or RFQ** means the Request for Qualifications issued by the Owner, dated December 11, 2013, with respect to the Project.
- 1.1.37 **Schedule of Values** means a document furnished by the Design-Builder to the Owner stating the portions of the Contract Price allocated to the various portions of the Work, which is to be used for reviewing the Design-Builder's applications for payment.
- 1.1.38 **Site** means lands or areas being furnished by the Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto.
- 1.1.39 **Specifications** means that part of the Contract Documents approved by the Owner consisting of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
- 1.1.40 **Subcontractor** means any Person performing a portion of the Work or supplying materials or equipment for the Work pursuant to a direct contract with the Contractor.

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- 1.1.41 **Substantial Completion** is defined in Section 2.5 hereof.
- 1.1.42 **Substantial Completion Date** is defined in Section 2.3 hereof.
- 1.1.43 **Threshold Limit Building** means new structures or additions as defined in Section 29-276b, of the Connecticut General Statutes, as revised.
- 1.1.44 **Work** means the design, construction and other services required by the Contract Documents, and including all labor, materials, equipment, documentation and services provided or to be provided by the Design-Builder to fulfill the Design-Builder's obligations to design and construct the Project.

1.2 Interpretations

- 1.2.1 References to a "Section", "Sections", "Article", or "Articles" herein refer to this Agreement unless otherwise stated.
- 1.2.2 Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.
- 1.2.3 Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or index of schedules and exhibits appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.
- 1.2.4 Words such as "hereunder", "hereto", "hereof" and "herein" and other words of similar import shall, unless the context requires otherwise, refer to the whole of this Agreement and not to any particular article, section, subsection, paragraph or clause hereof.
- 1.2.5 A reference to "including" means including without limiting the generality of any description proceeding such term.
- 1.2.6 Any reference to any statute, law or regulation includes all statutes, laws or regulations amending, consolidating or replacing the same from time to time, and a reference to a law or statute includes all regulations, codes or other rules issued or otherwise applicable under such law or statute unless otherwise expressly provided in such law or statute or in this Agreement. This rule of interpretation shall be applicable in all cases notwithstanding that in some cases specific references in this Agreement render the application of this rule unnecessary.
- 1.2.7 In determining the "reasonableness" of the granting or denial of any approval, consent, waiver, acceptance, or concurrence of any party hereto, the Owner shall be entitled to consider matters of public policy, as well as business and financial considerations.
- 1.2.8 All notices to be given hereunder shall be given in writing (whether or not so specified in a particular provision of this Agreement) within a reasonable time unless otherwise specifically provided.
- 1.2.9 Whenever any calculation or valuation may be made for any purposes hereunder and the method or manner of such calculation or valuation is not provided for in this Agreement, it shall be done in accordance with generally accepted accounting principles consistently applied or in such other manner as may be mutually agreed by the parties, unless otherwise required by Applicable Laws.
- 1.2.10 Each Exhibit, Appendix, and any other document referred to in this Agreement shall be considered a part of this Agreement as if fully set forth herein.

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ARTICLE 2 DATE OF COMMENCEMENT, SUBSTANTIAL COMPLETION, AND ACCEPTANCE OF THE WORK

- 2.1** **Date of Commencement** – The Date of Commencement of the Contract Time shall be as specified in a written Notice to Proceed issued to the Design-Builder by the Owner.
- 2.2** **Contract Time** - The Contract Time shall be measured in Calendar Days from the Date of Commencement.
- 2.3** **Substantial Completion Date** - The Design-Builder shall attain Substantial Completion of the Work not later than 455 Calendar Days from the Date of Commencement.
- 2.4** **Completion**
- 2.4.1** The Work to be performed under this Agreement shall be carried out by the Owner and the Design-Builder in accordance with the Project Schedule, and the Work shall be performed in accordance with the terms and conditions of this Agreement. TIME IS OF THE ESSENCE with respect to the obligations of Design-Builder hereunder.
- 2.4.2** Substantial Completion shall be accomplished no later than the Substantial Completion Date set forth above in Section 2.3. The Project Schedule, as it may be revised from time to time, shall be deemed to be a part of this Agreement, as if fully set forth herein. The Project Schedule shall be prepared and updated by Design-Builder, subject to the approval of the Owner. The Project Schedule shall set forth a detailed precedence-style, critical-path method format that (1) incorporates all critical dates for Substantial Completion; (2) provides a graphic representation of all significant activities and events that will occur during performance of the Work; (3) identifies each phase of design, construction, and occupancy; and (4) sets forth dates that are critical for ensuring the timely and orderly completion of the Work, in accordance with the requirements of this Agreement and Contract Documents and Construction Documents (hereinafter referred to as "Milestone Dates"). Milestones Dates must be clearly indicated and sequentially organized to identify the Critical Path. Design-Builder shall monitor the progress of the Work for conformance with the requirements of the Project Schedule, including, without limitation, specifically noting whether or not Milestone Dates are being met, and shall promptly advise the Owner of any delays or potential delays. The Project Schedule shall be updated monthly to reflect actual conditions versus the original Project Schedule (sometimes hereinafter referred to as "progress reports"), or on a more frequent basis if requested by the Owner. The Project Schedule shall be in the latest version of Oracle Primavera Systems, Inc., or in the latest version of Microsoft Project, as approved by the Owner (or such other format as the Owner shall request.) An updated Project Schedule shall be submitted with each application for payment. No payment will be released until any revisions to the Project Schedule are reviewed and approved by the Owner in writing.
- 2.5** **Substantial Completion.** "Substantial Completion" of the Project occurs when the progress of the Work is complete so that the Owner can occupy or utilize the Project for its intended use; when the following requirements have been satisfied, and the Owner issues a Certificate of Substantial Completion:
- 2.5.1** A certificate (or certificates) of occupancy or, at the sole discretion of the Owner, a temporary certificate (or certificates) of occupancy for all, or an Owner designated portion, of the Work has been issued by the appropriate governmental authority;
- 2.5.2** All required training programs are complete, and all maintenance agreements and final certificates are in effect;
- 2.5.3** All warranties, guarantees and bonds are in effect;
- 2.5.4** All lien waivers have been submitted for all Work completed and to be paid; and
- 2.5.5** A punch list has been established and approved by the Owner;
- 2.5.6** Submission of the Certificate of Compliance, Part 2, by Design-Builder, which certificate Design-Builder shall have prepared and delivered to the Owner, shall constitute a

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certification by Design-Builder that all Work has been performed in accordance with this Agreement, the Contract Documents, the Construction Documents and all Applicable Laws, and that all statements contained in the Certificate of Compliance are true and correct as of the date it is delivered to the Owner. Design-Builder shall give to the Owner at least a thirty (30) day advance notice of the submission of a Certificate of Compliance. The Owner shall be entitled to conclusively rely on the accuracy of the statements and information set forth in the Certificate of Compliance and provided therewith. See Section 6.2.14, **Certificate of Compliance**, for more information related to the Certificate of Compliance.

2.5.7 Upon Substantial Completion, the Owner shall indicate its general acceptance of the Work by dating and signing the Certificate of Substantial Completion in the form attached hereto as Appendix E.

2.6 Delay

If Design-Builder wishes an extension of the number of Calendar Days to attain Substantial Completion it shall give the Owner written notice within fourteen (14) Calendar Days of when the Design-Builder becomes aware or should have become aware of the act or occurrence which caused the delay. Such request shall be granted only by means of an Agreement Amendment and only in cases where either:

2.6.1 Force Majeure exists that warrants a change in the established Substantial Completion Date;

2.6.2 the Owner has failed to perform its obligations pursuant to Article 7, Owner's Responsibilities, Section 7.1, and such failure warrants a change in the established Substantial Completion Date, or

2.6.3 the Owner modifies the scope of Work or the number of Calendar days to attain Substantial Completion by an Agreement Amendment.

2.6.4 In the event the Work is delayed by Force Majeure, the performance of such Work, in the discretion of the Owner, may be excused for the period of the delay caused by such Force Majeure, and, with the written approval of the Owner, established Substantial Completion Date may be extended accordingly on a day for day basis. Each of the Design-Builder and the Owner shall promptly notify the other in writing if such party believes that such an event of Force Majeure has occurred, and again when such party believes such event has ceased. Any change in the Project Schedule shall be at no cost to the Owner and not subject the Owner to a delay claim.

2.7 Liquidated Damages – Substantial Completion:

If the Design-Builder shall fail to achieve Substantial Completion of the Work by the Substantial Completion Date, and such delay is not otherwise excused under this Agreement, then the Design-Builder does hereby agree, as a part consideration for the awarding of this Agreement, to pay to the Owner, as liquidated damages and not as a penalty, the sum of One Thousand Ten Dollars (\$ 1,010.00) per day for each Calendar Day beyond the Substantial Completion Date that the Design-Builder fails to achieve Substantial Completion. The parties to this Agreement acknowledge and agree that the actual damages that are to be expected as a result of the neglect, failure, or refusal of the Design-Builder to substantially complete the Project by the established Substantial Completion Date are uncertain in amount or extremely difficult to determine. Accordingly, the parties to this Agreement do intend and in fact now agree to liquidate damages in advance and stipulate that the amount set forth in this Section is reasonable and an appropriate remedy and is intended to constitute compensatory damages and does not constitute a penalty of any kind. The parties understand and agree that, by including a provision for liquidated damages in this Agreement, or in pursuing any relief pursuant to such provision:

2.7.1 the parties do not intend to set a price for the privilege not to perform;

2.7.2 the availability of liquidated damages may not be relied upon as a basis for argument that the Owner has an adequate remedy at law; and

2.7.3 the remedies available to the Owner under this Agreement are cumulative and not exclusive.

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2.8 Liquidated Damages – Post Substantial Completion:

If the Design-Builder shall fail to complete all of the Work required for Acceptance of the Work within ninety (90) Calendar Days of the actual Substantial Completion Date then the Design-Builder does hereby agree, as a part consideration for the awarding of this Agreement, to pay to the Owner, as liquidated damages and not as a penalty, the sum of Eight Hundred Ten Dollars (\$ 810.00) per day for each Calendar Day beyond the ninety (90) Calendar Days of the actual Substantial Completion Date until the Design Builder achieves Acceptance. The parties to this Agreement acknowledge and agree that the actual damages that are to be expected as a result of the failure of the Design-Builder to complete all of the Work required for Acceptance of the Work within ninety (90) Calendar Days of the actual Substantial Completion Date are uncertain in amount or extremely difficult to determine. Accordingly, the parties to this Agreement do intend and in fact now agree to liquidate damages in advance and stipulate that the amount set forth in this Section is reasonable and an appropriate remedy and is intended to constitute compensatory damages and does not constitute a penalty of any kind. The parties understand and agree that, by including a provision for liquidated damages in this Agreement, or in pursuing any relief pursuant to such provision:

- 2.8.1 the parties do not intend to set a price for the privilege not to perform;
- 2.8.2 the availability of liquidated damages may not be relied upon as a basis for argument that the Owner has an adequate remedy at law; and
- 2.8.3 the remedies available to the Owner under this Agreement are cumulative and not exclusive.

2.9 Acceptance of the Work:

Acceptance of the Work occurs when the Owner issues a Certificate of Acceptance to the Design-Builder in accordance with the requirements of Section 4-61(b)(2), Connecticut General Statutes as revised.

2.9.1 **Certificate of Acceptance:** The Certificate of Acceptance shall designate the Owner's and Design-Builder's responsibilities for completion of all incomplete Work, if any incomplete work remains, as required by the Agreement,

2.9.2 **Incomplete Work:** In those instances where the Design-Builder has failed to complete all of the Work required by this Agreement and all referenced documents, the State reserves the option to complete all or part of the incomplete Work as designated in the Certificate of Acceptance. The issuance of a Certificate of Acceptance is not a determination, or acknowledgement, or acceptance by the State of Connecticut of the following:

2.9.2.1 Incomplete Work as required by this Agreement;

2.9.2.2 Workmanship, warranty requirements or quality of the Work as required by this Agreement.

2.9.3 **Responsibility of Design-Builder –** Prior to Acceptance, the Design-Builder shall provide to the Owner evidence that (i) the Work has been performed as required by the Contract Documents; (ii) the conditions to payment specified in Article 5 of this Agreement and the RFP are satisfied and, in particular, that all payrolls, materials, bills and other indebtedness of Design-Builder and any Contractor, Subcontractor and Design Professional relating to the Project have been paid or otherwise satisfied; (iii) all appropriate lien waivers have been obtained; and (iv) any notice of lien previously filed has been discharged and released on the land records. At Acceptance, any interest of Design-Builder or any other Person in the Work will be transferred to the Owner free and clear of all liens, encumbrances, conditions, restrictions and claims. At Acceptance, and before final payment, which when added to all previous progress payments will equal the contract Price, Design-Builder will provide or cause to be provided all warranties, guarantees, bonds, and documents necessary to convey to the Owner any interest of Design-Builder or any other Person in the Work.

2.9.4 **Notification –** At Design-Builder's request and upon satisfaction of the conditions specified in Section 2.9, the Owner shall notify Design-Builder of Acceptance.

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ARTICLE 3 CONTRACT PRICE

- 3.1 The "Contract Price" is Eleven Million Five Hundred Forty Thousand Dollars and No Cents. (\$ 11,540,000.00) and represents the price to be paid by the Owner to the Design- Builder for the Project on a total cost basis when complete and accepted by the Owner. The Contract Price shall be paid in accordance with Article 5, PAYMENTS TO DESIGN-BUILDER. Changes in the Contract Price may only be increased or decreased by an Agreement Amendment. The Contract Price includes the costs, fees, and expenses of the Project and the performance by Design-Builder of all of its duties and obligations pursuant to this Agreement with respect to the Project.
- 3.2 **Allocation of Risks Included**
Except as otherwise expressly provided in this Agreement, the Contract Price takes into account all risks whatsoever relating to the Project, surface and subsurface conditions including but not limited to, soil, utility conflicts, design, architectural, engineering, demolition, construction, and delay risks.
- 3.3 **Delay.** The Design-Builder shall not be entitled to an increase in the Contract Price for delay due to Owner ordered modifications or any other circumstances for the period of time between the Design-Builder's earlier completion of the Work and the Substantial Completion Date. Excluded costs include, but are not limited to, delay claims for extended home or field office costs and supervisory and management costs incurred in the performance of the Work. Early completion of the Work shall not merit additional compensation. The Design-Builder acknowledges that the Contract Price includes and anticipates any and all delays, whether avoidable or unavoidable, from orders which may issue from any court, governmental agency or Force Majeure, and that such delays shall not, under any circumstances, be construed as compensable delays. No damages for delay or time extensions will be granted, even if Owner approvals deviate from the Project Schedule.

ARTICLE 4 CHANGES IN THE WORK

- 4.1 **Agreement Amendments**
- Any changes in the Terms and Conditions of this Agreement or in the Work resulting in an adjustment in the Contract Price or Substantial Completion Date shall be memorialized in an Agreement Amendment. Each Agreement Amendment shall specify any change in the Contract Price, Project Schedule or Substantial Completion Date and will not be effective until execution by the Owner and Design-Builder, and approved by the State Properties Review Board and the Office of the Attorney General in writing.
- 4.1.1 Each Agreement Amendment shall specify any change in the following:
- 4.1.1.1 a change in the Work;
 - 4.1.1.2 the amount of the adjustment, if any, in the Contract Price;
 - 4.1.1.3 the extent of the adjustment, if any, in the Contract Time.
- 4.2 **Agreement Amendment Required.**
Except for Clarifications, or as may be otherwise expressly provided in this Agreement, neither the Design-Builder nor the Owner will make any changes to the Project or with respect to the Work except under an executed Agreement Amendment.
- 4.3 **Payment.**
Any changes in the Contract Price resulting from an Agreement Amendment shall be adjusted upon submittal of an Application For Payment by the Design-Builder in the manner prescribed under Article 5.

ARTICLE 5 PAYMENTS TO DESIGN-BUILDER

5.1 Payments

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- 5.1.1 The Owner will make progress payments to Design-Builder in accordance with the General Conditions. Retainage, as defined in the RFP, will be calculated at ten percent (10%) of the cost of the Work as set forth in each Application for Payment. Retainage will be released and paid to Design-Builder by the Owner upon satisfaction of the requirements for final payment stated in the RFP. The cost of the Design Professional's services and the cost of permits and approvals will not be subject to Retainage. The Design-Builder shall be required to separately account on each Application for Payment the fee of the Design Professional with the percentage of completion for the phase of design being invoiced at that time.
- 5.1.2 Notwithstanding any provisions in this Agreement to the contrary, the Owner shall have the sole discretion to reduce the Retainage from ten percent (10%) to five percent (5%). The decision of the Owner to reduce the Retainage percentage will be based upon, but shall not be limited to, the following:
- 5.1.2.1 The Design-Builder's timely submission of an appropriate and complete Project Schedule and Schedule of Values in compliance with this Agreement. Attached hereto as Appendix F is a Preliminary Schedule of Values that will be revised as set forth in the General Conditions.
- 5.1.2.2 The Design-Builder's timely and proper submission of all submissions required by the Contract Documents including, but not limited to, shop drawings, material certificates and material samples and the prompt resolution of the Owner's comments on the submitted material.
- 5.1.2.3 The Design-Builder's provision of proper and adequate supervision and home office support of the Project and any Contractor or Subcontractor Work resulting in coordinated progress and proper quality control for the Work.
- 5.1.2.4 The Work completed to date has been installed or finished in an acceptable manner that is satisfactory to the Owner.
- 5.1.2.5 The progress of the Work is consistent with the Project Schedule.
- 5.2 **Title to Work.** Prior to Acceptance, title to the Work shall pass to the Owner upon acceptance of the Work and payment having been made to Design-Builder in accordance with Sections 5.1 and 5.4 of this Agreement. At Acceptance, title to the balance of the Work shall pass to the Owner in accordance with this Agreement.
- 5.3 **Lien Waivers.** Lien waiver certificates, in a form and substance satisfactory to the Owner, shall be submitted by Design-Builder with all progress payment requests certifying that the Project is free and clear of all liens and any other encumbrance for all Work completed to the extent of payments received by Design-Builder to date. Final Lien waivers shall be provided by Design-Builder at Acceptance in a form and substance satisfactory to enable the title insurance company providing the policy of title insurance for the Project to issue appropriate endorsements that, upon completion of the Project by Design-Builder and acceptance and occupancy of the Project by the Owner, the property is free and clear of all vendors, mechanics', laborers', material men's, or other similar liens based on furnishing materials or labor to the Project. If, as a result of any Work, the Project or any part thereof shall become subject to any such vendors', mechanics', laborers', material men's, or other similar liens, Design-Builder shall cause the same to be discharged and released on the land records at its sole cost and expense prior to Substantial Completion, or if such a lien is not filed until after Substantial Completion, then within seven (7) Calendar Days after Design-Builder becomes aware of the lien(s). If a Contractor or Subcontractor refuses to furnish a release or lien waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Design-Builder shall discharge such lien promptly upon demand of the Owner. If Design-Builder shall fail to discharge such lien within thirty (30) days of such demand, the Owner may take steps as are necessary or appropriate to discharge such lien and Design-Builder shall immediately upon demand pay to the Owner all money that the Owner is compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.
- 5.4 **Acceptance and Review of Work**

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- 5.4.1 Design-Builder shall submit to the Owner the documents set forth in the General Conditions as a condition for receiving any progress payments.
- 5.4.2 Notwithstanding any other provision in this Agreement, the Owner may, at any time and from time to time, deliver notice to the Design-Builder rejecting any portion or all of the Work performed or caused to be performed by the Design-Builder and not in accordance with the requirements of the Contract Documents and General Conditions.
- 5.4.3 Design-Builder shall promptly correct Work rejected by the Owner, whether or not fabricated, installed, or completed in accordance with the requirements of the Contract Documents and / or General Conditions. Design-Builder shall bear the costs of correcting such rejected Work, including additional testing and inspections and compensation for any additional architectural design and/or engineering services and expenses made necessary thereby. Similarly, Design-Builder shall bear the cost of correcting destroyed or damaged Work caused by Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

ARTICLE 6 DESIGN-BUILDER'S RESPONSIBILITIES

6.1 General Representations and Warranties of Design-Builder

- 6.1.1 The Design-Builder represents and warrants that it is an independent contractor, competent, knowledgeable, and familiar with the type of work contemplated by this Agreement. The Design-Builder agrees and understands that neither it nor any of its Representatives may act in the name of the Owner except and unless specifically authorized in writing by the Owner to do so. The Design-Builder further represents and warrants that it accepts a fiduciary role and responsibility with respect to the Owner and that it owes the Owner the duties of good faith, trust, confidence, and candor. The Design-Builder will, to its best abilities, act in the best interests of the Owner in accomplishing the timely completion of the Work. The Design-Builder shall furnish project management, design, and construction administration and construction services and use the Design-Builder's best efforts to perform the Project in an expeditious manner consistent with the interests of the Owner.
- 6.1.2 Design-Builder represents and warrants that it has, as a part of its business organization or in its employ or under contract, the following:
 - 6.1.2.1 project management staff with the professional competency and skills to provide administrative, cost control, budget control, and scheduling services for the Project;
 - 6.1.2.2 Design Professionals with the professional experience, learning, skill, ability and competency as is ordinarily possessed by other members of its profession, including all required licenses and registrations in the State of Connecticut to design the Project and provide all design related services; and
 - 6.1.2.3 Contractors with the competency, skills and all required licenses in the State of Connecticut to construct the Project in accordance with the Contract Documents and Construction Documents.
- 6.1.3 Design-Builder represents, acknowledges, and warrants good and marketable title to and ownership of all the Work, whether incorporated in the Project or held in storage on or off the Site, and that immediately upon any part of the Work being completed and paid for in accordance with this Agreement, such title shall vest in the Owner.
- 6.1.4 Design-Builder represents and warrants that it has taken such steps as it has deemed necessary to ascertain the nature and location of the Project and the general and local conditions that affect the Project or the cost thereof, and has examined the Site, and the obstacles that may be encountered and all other conditions having a bearing upon the performance of the Project.

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6.1.5 Design-Builder represents, warrants and covenants as follows:

- 6.1.5.1 it is an entity duly organized and validly existing under the laws of the state of its organization with full power and authority to conduct its business as presently conducted and as contemplated by this Agreement, and to enter into and perform its obligations under this Agreement;
- 6.1.5.2 neither the organizational documents of Design-Builder or any Applicable Laws in any way prohibit, limit or otherwise affect the right or power of Design-Builder to enter into and perform all of the terms and conditions of this Agreement and the Contract Documents and to consummate the transactions contemplated thereby, and Design-Builder is not a party to or bound by any material contract, agreement, indenture, trust agreement, note, obligation or other instrument which would prohibit or limit the same. No consent, authorization or approval of, or other action by, and no notice to or filing with any governmental agency or other person is required for the proper execution, delivery and performance by Design-Builder of this Agreement or any of the Contract Documents or the consummation of any of the transactions contemplated thereby, except for such approvals as have already been obtained;
- 6.1.5.3 the execution and delivery of this Agreement by Design-Builder has been duly and validly authorized by all necessary action. This Agreement is a legal, valid and binding obligation of Design-Builder, enforceable against Design-Builder in accordance with its terms; and
- 6.1.5.4 Design-Builder shall maintain financial resources, including contributed or accumulated capital, sufficient to meet its obligations, including its obligations under this Agreement, as the same become due.

6.2 General Duties

- 6.2.1 Unless otherwise provided in the Contract Documents, the Design-Builder shall provide and pay for all professional services, labor, materials, equipment, transportation, construction, resources, work, and services necessary or incidental to completing the Work in a proper and timely manner in accordance with the Contract Documents and Applicable Laws.
- 6.2.2 The Design-Builder shall supervise and direct the Work using diligent skill and attention. The Design-Builder shall be responsible for and shall coordinate all construction means, methods, techniques, sequences, and procedures.
- 6.2.3 The Design-Builder shall at all times enforce strict discipline and good order among its Contractors, Subcontractors and Design Professional performing the Work, and shall not employ or permit the employment of unfit persons or persons not skilled in the task assigned to them.
- 6.2.4 Where work is required within a specially secured controlled access environment, work shall be performed by personnel who have passed a security screening.
- 6.2.5 The Design-Builder is responsible to the Owner for the acts and omissions of the Design Professional, the Contractor, Subcontractors, and their respective Representatives and for any other of its own Representatives and other Persons under its control and direction.
- 6.2.6 Design-Builder shall not use or occupy the Project or the property where the Project is located contrary to any statute, rule, order, ordinance, requirement, or regulation applicable thereto, or in any manner that would cause the value or the usefulness of the Project to be diminished or would cause a public nuisance or waste or contamination of the site.
- 6.2.7 Design-Builder agrees for itself and shall require each of its Contractors, Subcontractors and Design Professional to maintain complete accounting records and controls (including detailed support for all cost allocations), on an "open book basis" whereby,

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during normal business hours, the Owner, the Project Manager, the Owner's independent auditor, the Comptroller of the State of Connecticut and the Auditors of Public Accounts can review, copy, verify and audit all records and other financial data relating to the Project and the allocation of costs and expenses between the parties, or for any proper purpose, including verification of performance pursuant to this Agreement and the other Contract Documents, and compliance with Applicable Laws. Arrangements shall be made for access to and providing of all such records and data stored in electronic form. Without limiting the immediately preceding sentence, Design-Builder shall maintain and make available to the Auditors of Public Accounts all books and records required in order for the Auditors of Public Accounts to perform the duties and functions assigned to the Auditors of Public Accounts pursuant to Chapter 23 of the Connecticut General Statutes. Design-Builder shall preserve all such records for a period of not less than seven (7) years after the final payment of the Contract Price due hereunder or longer if required by Applicable Law.

- 6.2.8 The Design-Builder, promptly and in accordance with time limits set by the Owner, shall answer the Construction Administrator's and the Project Manager's questions and provide the Construction Administrator and the Project Manager with the requested Project information.
- 6.2.9 The Design-Builder shall be responsible for the permits, certifications, approvals, and utilities as set forth in the RFP, including, but not limited to, Volume 1 of the RFP, Section 00 24 19.1, subsection 4.7 Permits, Certifications and Approvals.
- 6.2.10 The Design-Builder shall provide to the Project Manager a list of contractors, and vendors whose services may be required in the purchasing of materials and services for the Work.
- 6.2.11 The Design-Builder shall work with the Project Manager to develop a procedure for the submission of the design documents prepared by the Design Professional for the review of the Owner. See Volume #1, Section 00 24 19.1 Project Information and Section 01 00 00.1 General Requirements as set forth in the RFP for additional detail for this Project.
- 6.2.12 Design-Builder acknowledges and represents that it has received and completely reviewed the RFP, any Addenda, Refinement Documents, Applicable Laws and other requirements of the Owner with respect to the Project and any modifications thereto as agreed to by the Owner and Design Builder in writing and that all Work shall be performed in accordance with the Applicable Laws.
- 6.2.13 The Design-Builder shall submit for review by the Owner a Project Schedule within sixty (60) days after the date of this Agreement, utilizing a full-featured software package in a form satisfactory to the Construction Administrator and the Owner, showing milestone dates for receipt and approval of pertinent information relative to design, dates of design coordination meetings, preparation and processing of shop drawings and samples, and delivery of materials or equipment requiring long lead-time procurement, the Owner's occupancy requirements showing portions of the Project having occupancy priority, and the dates of Substantial Completion and Acceptance. It should also include the dates for commencement of the Work, including the coordination of mechanical, plumbing, and electrical disciplines, as well as coordination of the various subdivisions of the Work within the Contract Documents. Milestones must be clearly indicated and sequentially organized to identify the Critical Path. The Design-Builder shall provide the Construction Administrator and the Project Manager with monthly updates of the Project Schedule indicating complete activities and any changes in sequencing or activity durations, including Clarifications, provided that in no event shall the Substantial Completion Date be extended except as expressly provided herein.
- 6.2.14 **Certificate of Compliance**
- 6.2.14.1 For Threshold Limit Buildings, the Design-Builder shall complete and submit PART 1 of the Certificate of Compliance with the tracings and masters to the Owner and certify that the documents have been designed in accordance with the current and applicable building and fire safety codes. Prior to occupancy of the building, the Design-Builder shall complete and submit PART 2 of the Certificate of Compliance to the Owner. The Commissioner of

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the Department of Administrative Services, Division of Construction Services, is not required to sign the Certificate of Compliance for buildings that equal or exceed the threshold limit as defined in Section 29-276b of the Connecticut General Statutes.

6.2.14.2 For Non-Threshold Limit Buildings, the Design-Builder shall complete and submit PART 1 of the Certificate of Compliance with the tracings and masters to the Owner and certify that the documents have been designed in accordance with the current codes. Prior to occupancy of the building, the Design-Builder shall complete and submit PART 2 of the Certificate of Compliance to the Project Manager.

6.3 Design Responsibilities

- 6.3.1 Design-Builder shall furnish all the design, architectural and engineering services, surveying services, and permitting including, but not limited to, testing, subsurface borings, and geo-technical data, necessary to prepare and furnish Drawings and Specifications required to complete the Work. The Design-Builder has examined the Site and has determined that the Site meets all requirements for development of the Project including, but not limited to, those related to public utilities such as electric, telephone, storm, sewer, water, etc.; and has concluded that there will be no claims for Site conditions above and below grade level.
- 6.3.2 Design-Builder shall provide the design of the Project, taking into account the needs and objectives of the Owner as set forth in this Agreement. In the event that peer review is required, the Design-Builder is responsible for insuring the coordination of the design with the Owner. Design-Builder shall provide the necessary Construction Documents as required for the Project in accordance with all Applicable Laws.
- 6.3.3 The Owner shall review and approve or take other appropriate action upon the Design-Builder's submittals, including but not limited to design development documents and Construction Documents, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Owner's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Design-Builder, but in any event the Owner shall have no less than fourteen (14) business days for each such review. The Owner's review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the sole responsibility of the Design-Builder as required by the Contract Documents.
- 6.3.4 Upon review of the design development documents, Construction Documents, or other submittals required by the Contract Documents, the Owner shall take one of the following actions:
- 6.3.4.1 Determine that the documents or submittals are in conformance with the Contract Documents and approve them.
- 6.3.4.2 If the documents or submittals are in conformity with the Contract Documents, the Owner shall have the ability to provide Owner's comments on the schematic and design development submittals. These comments shall be incorporated into the Construction Documents without any change to the contract price or schedule. The Owner's comments shall not increase the Gross Square Feet area of the facility nor change the level of the finishes. The Design-Builder must notify the Project Manager in writing of any Owner comments that the Design-Builder considers to be outside of the scope of work within two weeks after receiving the Owner comments.
- 6.3.4.3 Determine that the documents or submittals are not in conformity with the Contract Documents and reject them.
- 6.3.4.4 Determine that the documents or submittals are not in conformity with the Contract Documents but accept them and request changes in the documents

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or submittals, without additional compensation or Contract Time for the Design-Builder, which shall be implemented by an Agreement Amendment.

- 6.3.5 Approval by the Owner shall not relieve Design-Builder of responsibility for any error, inconsistency, defect or omission in the design, Drawings or Specifications for the Project, including those relating to the Americans with Disabilities Act. If such error, inconsistency, defect or omission is discovered, Design-Builder shall revise all appropriate Drawings, Specifications, and other design documents to correct such error, inconsistency, defect or omission and immediately upon becoming so aware, shall change, alter, and modify the Project accordingly, all with no time extension and at no cost to the Owner. The Owner shall have no obligation to investigate for the purpose of becoming aware of any such error, inconsistency, defect or omission.
- 6.3.6 The Design-Builder shall integrate the design time into the Project Schedule. The Design-Builder shall monitor the Design Professional's compliance with the Project Schedule and shall coordinate and expedite the flow of information between the Owner, the Design Professional, and the Construction Administrator. The Design-Builder shall be responsible to the Owner for ensuring that the Construction Documents prepared by the Design Professional are consistent with all Project needs and requirements, including as to constructability, scheduling, time of construction, clarity, consistency, cost, and coordination of documentation.
- 6.3.7 It is the responsibility of the Design-Builder to provide Construction Documents that conform to applicable building codes, zoning codes, laws, regulations and generally accepted construction industry standards. The Design Professional shall affix its signature, date, and seal to the Construction Documents in accordance with the requirements of the State of Connecticut. The Design Professional shall insert the following statement on the cover sheet of the Drawings.
*To the best of my knowledge, information and belief,
the plans, specifications and addenda comply with
the applicable building codes.*
- 6.3.8 The Design-Builder warrants to the Owner that its design is provided for the Project consistent with sound design principles commonly used by design professionals under similar circumstances, and the resulting design is constructible by a qualified contractor using appropriate construction methods.

6.4 Construction Responsibilities

- 6.4.1 Except as may otherwise be provided in the Contract Documents for those responsibilities set forth in Article 7 Owners Responsibilities hereof, which the Owner has agreed to undertake, the Design-Builder shall execute all Work and assume all responsibilities in regard to the construction of the Project and performance of the Work including, without limitation, (i) obtaining and paying for all utility services, utility charges and sewer charges required for construction of the Project; (ii) obtaining and paying for all necessary authorizations, permits, and approvals required for construction and occupancy of the Project including, without limitation, all Certificates of Occupancy and the Certificate of Substantial Completion ; (iii) satisfying all quality control, testing and inspections, record keeping, and reporting requirements; (iv) preparing, maintaining, and furnishing all Construction Documents and Clarifications; and (v) making available appropriate Representatives to attend regular progress meetings with the Owner, the Contract Administrator and other Persons identified by the Owner. Design-Builder shall also assume all incidental and related responsibilities applicable to the foregoing which may not be specifically enumerated in the Contract Documents.
- 6.4.2 Design-Builder, using its best skill and attention, will provide or cause to be provided all construction, construction supervision, inspection, labor, materials (including spare parts), tools (including any special tools that may be necessary and appropriate to complete the Project), construction equipment and subcontracted items necessary for the execution and completion of the Project and the Work in accordance with the provisions of this Agreement, the Contract Documents, and all Applicable Laws. Subject to the terms of this Agreement, Design-Builder shall be solely responsible for and shall have sole control over the means and methods of design and construction, including techniques, sequences, and procedures for coordinating all portions of the Work.

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- 6.4.3 Unless otherwise specified in writing by Owner, all materials shall be new, and both workmanship and materials shall be of good quality. The Design-Builder shall, if required, furnish satisfactory evidence as to the kind and quality of materials and work.
- 6.4.4 The Design-Builder shall maintain during the progress of the Work a competent project executive and any necessary assistants, all satisfactory to the Owner. The project executive shall not be changed except with the consent of the Owner unless the project executive proves to be unsatisfactory to the Design-Builder or otherwise ceases to be in its employ. The project executive represents the Design-Builder and all directions given to the project executive shall be as binding as if given to the Design-Builder. If the Design-Builder terminates the project executive or, if the Design-Builder, for any reason, engages a project executive different from the one originally assigned to the Project, Design-Builder must ensure that the replacement project executive has equivalent or better qualifications and experience as the original project executive. Furthermore, the Design-Builder must obtain the Owner's prior written approval before engaging a permanent replacement project executive.
- 6.4.5 Design-Builder shall require Contractors, Subcontractors and Design Professionals and suppliers to employ and assign to the Work, at all times, sufficient staff and personnel to perform their services in a skilled, professional, and satisfactory manner so as not to delay the progress of the Work.
- 6.4.6 The Design-Builder shall schedule and conduct regular meetings, or as requested by the Owner, with the Owner, Construction Administrator, and appropriate Contractors, Subcontractors and Design Professional, for the purpose of discussing the progress of the design, status and progress of the Work, and other matters of coordination. The Design-Builder shall: (i) schedule regular biweekly (unless requested more frequently by the Owner) design and construction coordination meetings with all appropriate parties, including the Owner; and (ii) promptly issue reports and minutes of all such meetings in a format acceptable to the Owner, including therein a list of the action items, responsible parties, and action dates to maintain schedules.
- 6.4.7 Design-Builder shall submit written progress reports monthly to the Owner and the Construction Administrator, including information on the percentage of completion; and maintain a daily log, approved as to form and type of entries by the Construction Administrator, which log shall be accessible to the Owner for inspection and copying at all times during normal business hours.
- 6.4.8 The Design-Builder shall be responsible for coordinating all portions of the Work under this Contract. Design-Builder shall be responsible for construction means, methods, techniques, sequences, and procedures, as well as for safety precautions and programs in connection with the Work. Design-Builder shall perform the foregoing activities in compliance with the Contract Documents. Design-Builder shall coordinate and develop for Contractors and Subcontractors procedures for (i) preparation, review, and processing of Clarifications; (ii) reviewing requests for changes by the Owner, Contractors or Subcontractors; (iii) submitting recommendations to the Owner and the Construction Administrator with respect to proposed Clarifications; and (iv) implementing Clarifications as approved by the Owner.
- 6.4.9 In constructing the Project, Design-Builder shall provide all facilities and shall follow all procedures required by the Occupational Safety and Health Act ("OSHA") including, but not limited to, providing and posting all required posters and notices, and shall otherwise be responsible for compliance with all other mandatory safety laws, regulations and rules.
- 6.4.10 Design-Builder shall achieve Substantial Completion of the Project not later than the Substantial Completion Date and shall achieve Acceptance not later than the Acceptance Date set forth in the Project Schedule.
- 6.4.11 If at any time during construction of the Project, Design-Builder discovers any Hazardous Materials not previously described in the Contract Documents in, at, on, or under the Site, Design-Builder shall in no way move, disturb, or remediate the Hazardous

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Materials. Instead, Design-Builder shall immediately notify the Owner of the presence of the Hazardous Materials. The Owner, at its option, may test, remove, or remediate the condition. Design-Builder shall do and perform all things that are necessary or appropriate to facilitate the remediation, if any, of the Hazardous Materials by the Owner or any of its Representatives. If as a result of following the procedures in this subsection there is a delay on the Critical Path of the Project Schedule as determined by the Owner, then Design-Builder may, in the discretion of the Owner, receive an appropriate extension of time in the Project Schedule to accommodate the delay.

- 6.4.12 To ensure the proper execution of the Work, the Design-Builder shall monitor Work already in place and shall at once report to the Owner and the Construction Administrator any material discrepancy between the executed Work and the Drawings or Specifications.
- 6.4.13 Prior to Acceptance of the Work and Final Application for Payment, Design-Builder will pay all applicable costs and expenses, if any, relating to the Work and all costs relating to the performance of its responsibilities pursuant to all of the terms and conditions of this Agreement and the Contract Documents including, without limitation, all fees, assessments and other charges payable as a condition to obtaining utilities, permits and approvals.
- 6.4.14 Wages paid by Design-Builder, Contractor or Subcontractors shall be in accordance with the provisions of Section 31-53 of the Connecticut General Statutes, as amended, which provides in part, the following:

The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each payday.

- 6.4.15 Except as otherwise expressly provided in this Agreement, Design-Builder assumes all design, architectural, engineering and construction delay and other risks relating to the Project in accordance with this Agreement.
- 6.4.16 The Owner, the Construction Administrator, and any other Person designated by the Owner shall at all times have access to the Site.
- 6.4.17 On or before the execution of this Agreement, Design-Builder shall submit an executed payment and performance bond in the amount of 100% of the Contract Price, such bonds to be provided by a surety approved by the Owner and in a form acceptable to the Owner. The bonds shall name the Owner as the obligee.
- 6.4.18 Design-Builder will be responsible for the initial start-up and all testing required to provide complete and operational utilities, equipment, and systems, and to coordinate start-up and testing schedules in order to accommodate the Owner personnel who may want to observe. Design-Builder shall cause to create and implement a training program for the Owner Representatives responsible for the ongoing operations of the facility. Such program will include, but not be limited to, instruction in the operation and maintenance of the electrical, mechanical, plumbing, HVAC, conveyance, security, life safety and other systems. Such program will be completed prior to submission of a Certificate of Substantial Completion by Design-Builder to the Owner.
- 6.4.19 Prior to Acceptance, Design-Builder shall provide to the Owner, or cause to be provided,

Construction Documents, photographic documentation of all systems installations, including, but not limited to, electrical, mechanical, fire suppression, and plumbing systems, and "As Built" drawings certified as complete, accurate, and current by the Design Professional, on diskettes, in a CADD system file format approved by the Owner. Design-Builder shall assign, convey or otherwise transfer, or cause the assignment,

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conveyance or transfer of the right, title, ownership, and interest in and to said "As Built" drawings to the Owner at Acceptance.

- 6.4.20 An A-2 Property Survey and a T-2 Topographic Survey of the Site, prepared and certified by a licensed land surveyor in the State of Connecticut shall be delivered to the Owner no later than the Acceptance Date.

6.5 Design-Builder Warranties.

6.5.1 Design-Builder warrants to the Owner that the Project, including all materials and equipment, will be designed and constructed in a good and workmanlike fashion and in accordance with the terms and conditions of this Agreement and the Contract Documents, and that the Project, including all materials and equipment, will be free of any defects, including, without limitation, design, architectural, structural, or mechanical defects for a period of twenty-four (24) months from the Substantial Completion Date, unless otherwise provided in this Agreement, including, but not limited to the RFP. The warranties provided in this Agreement shall be limited as to duration as provided herein, or in the General Conditions or in the General Requirements, or to such longer period as provided by material and equipment manufacturers or as may be required by Applicable Laws. Without limiting any other remedies that may be available to the Owner in the event of any breach of any such warranties, Design-Builder promptly after receipt of notice from the Owner, and immediately in the event of an emergency, shall repair, replace, or correct all Work performed under this Agreement by Design-Builder, or any Contractor or Subcontractor that proves to be defective in design, engineering, architecture, material, or workmanship, or otherwise not in compliance with Contract Documents.

6.5.2 Warranties called for by this Agreement shall commence upon Substantial Completion of the Project. Design Builder's obligations under this Section shall survive termination or expiration of the Agreement and shall be in force for the periods prescribed above. Upon Substantial Completion Date, Design-Builder will obtain, collect, and deliver to the Owner all written warranties, guarantees, equipment, operating and maintenance manuals, specifications, and other such data in its possession relating to the Project and required by the Contract Documents. All warranties and guarantees relating to the Project from manufacturers and suppliers of mechanical and other equipment located in the Project shall be made out to the Owner or shall be assigned to the Owner upon Substantial Completion.

6.6 DAS Project Management/ Project Collaboration Software

The Design-Builder team is required to utilize the DCS Project Management System including software support and hosting services, then in effect at DAS as set forth in the General Requirements, for the duration of this project and shall provide all project information via this program. This includes, but is not limited to, contracts, applications for payment, change orders, change order proposals, requests for information, etc..

ARTICLE 7 OWNER'S RESPONSIBILITIES

- 7.1 The Owner shall timely perform all obligations assigned to it in accordance with Project Schedule consistent with applicable statutory requirements.
- 7.2 In accordance with the Contract Documents, the Owner shall timely submit, review, or approve such other items as may occur or be required in the course of the Work, to avoid delays in the commencement, continuance, or completion of the Work.
- 7.3 The Owner shall pay its pro rata share of charges for utilities incurred by reason of the Owner occupying any portion of the Project prior to Substantial Completion and after receipt of a temporary Certificate of Occupancy allowing such occupancy. If these utilities are not separately metered, Design-Builder and the Owner shall equitably adjust all such utility bills so that Design-Builder and

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the Owner each pay their fair share of each bill.

- 7.4 If the Owner has actual knowledge of any fault or defect in the Project or nonconformance with the Construction Documents, it shall give written notice and a reasonable opportunity to cure the condition to Design-Builder prior to declaring a default in performance by Design-Builder; provided, however, that any failure by the Owner to do so shall not relieve Design-Builder from any of its obligations pursuant to this Agreement.

ARTICLE 8 CONTRACTORS AND SUBCONTRACTORS

8.1 Contracts Required

All portions of the Work that the Design-Builder is to perform pursuant to this Agreement that Design-Builder does not perform with its own forces shall be performed under contracts with Contractors or Subcontractors, and all materials and equipment not supplied directly by Design-Builder shall be supplied under contracts with Contractors or Subcontractors.

8.2 Privity.

No contractual relationship shall exist by reason of this Agreement between the Owner and any Contractor, Subcontractor and Design Professional. Design-Builder shall have sole responsibility for the management of Contractors, Subcontractors and Design Professional and suppliers to them in the performance of the Work. Any communication the Owner desires to direct to a Contractor or Subcontractor shall be directed through Design-Builder who shall deliver all such communications with reasonable promptness. Notwithstanding the above, the Owner shall not be prohibited from communicating directly with a Contractor, Subcontractor, or Design Professional with whom the Owner is in privity of contract with on other projects.

8.3 Subcontracts Assignable.

All subcontracts shall by their terms be assignable to the Owner and its successors and assigns if the Design-Builder is in breach of this Agreement, and shall contain such terms as are required under the Contract Documents and be subject to the terms of this Agreement. The Design-Builder shall assign any or all of these subcontracts to the Owner, at the Owner's sole option, upon the Owner's request after termination of this Agreement pursuant to Article 10 Termination.

ARTICLE 9 INDEMNITY AND INSURANCE

9.1 Indemnity

The Design-Builder shall indemnify, defend, 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 negligent acts of commission or omission (collectively, the "Acts") of the Design-Builder or Design-Builder 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 Design-Builder's or Design-Builder Parties' negligence. The Design-Builder's obligations under this section to indemnify and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Design-Builder's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

9.2 Design-Builder's Insurance

9.2.1 The Design-Builder shall not commence the Work until it has obtained insurance as stated below and such insurance has been approved by the Owner. *The Design-Builder shall not allow the Design Professional or any structural engineering firm to start Work until the required insurance has been obtained by the Design Professional and any structural engineering firm, and approved by the Owner. If the Design-Builder is not the Person performing the construction phase of the Work, the Design-Builder shall not allow that Person to start Work until the required insurance has been obtained by that Person and approved by the Owner.* The Design-Builder shall not allow any Subcontractor to start Work until the *required* insurance has been obtained by the Subcontractor, or, in the alternative, the Design-Builder's insurance provides coverage on

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behalf of the Subcontractor. Notwithstanding the above, the Subcontractors shall not be required to provide Owner's and Contractor's Protective Liability insurance, Builder's Risk Insurance, and Inland Marine/Transit Insurance. *Each insurance policy shall be with companies as set forth in subsection 9.2.8.* The Design/Builder shall send Certificates of Insurance to the Department of Administrative Services, Division of Construction Services, Legal Unit, Room 445, 165 Capitol Avenue, Hartford, CT 06106, unless otherwise directed in writing. Presented below is a narrative summary of the insurance coverage required.

9.2.1.1 Workers' Compensation And Employer's Liability:

Workers' Compensation And Employer's Liability as required by Connecticut State statutes and employers' liability with a limit of not less than \$100,000 per occurrence, \$500,000 disease policy limit, and \$100,000 disease each employee. When Work is on or contiguous to navigable waters of the U.S., the Design-Builder shall include an endorsement for U.S. Longshore and Harbor Workers' Compensation Act insurance coverage. (33 USC 901 et. seq.)

9.2.1.2 Commercial General Liability:

Commercial General Liability insurance including contractual liability, products/completed operations, broad form property damage and independent contractors. The limits shall be no less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. Coverage for hazards of explosion, collapse, and underground subsidence (X-C-U) and for asbestos abatement when applicable to this D-B Agreement must also be included when applicable to the Work to be performed. Products and completed operations insurance shall be maintained for a period of three (3) years after Substantial Completion. The State of Connecticut shall be named as an additional insured, including for both ongoing and completed operations. This coverage shall be provided on a primary basis.

9.2.1.3 Owner's And Contractor's Protective Liability:

Owner's And Contractor's Protective Liability insurance providing a total limit of \$1,000,000 for all damages arising out of bodily injury or death of persons in any one accident or occurrence and for all damages arising out of injury or destruction of property in any one accident or occurrence and subject to a total (aggregate) limit of \$2,000,000 for all damages arising out of bodily injury to or death of persons in all accidents or occurrences and out of injury to or destruction of property during the policy period. This coverage shall be for and in the name of the State of Connecticut.

9.2.1.4 Automobile Liability:

The operation of all motor vehicles including those owned, non-owned, and hired or used in connection with the Project shall be covered by motor vehicle liability insurance providing for a total limit of \$1,000,000 for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$2,000,000. This coverage shall be provided on a primary basis. Should the Design-Builder not own any automobiles, the automobile and liability requirement shall be construed to allow the Design-Builder to maintain only hired and non-owned liability.

9.2.1.5 Builder's Risk Insurance with Respect to the Work:

The Design-Builder shall maintain comprehensive builder's risk (completed value, but in no event less than the Contract Price) insurance providing coverage for the entire Work at the Project Site, including all fixtures, machinery and equipment, any heating, cooling and electrical systems constituting a permanent part of the building and shall also cover portions of Work located away from the Site but intended for use at the Site and shall also cover portions of Work in transit. Coverage shall be written in a completed value amount not less than the Contract Price on a replacement cost basis without optional deductibles and shall cover compensation for architect's and contractor's services and expenses required as a result of an insured loss and the policy shall state that it is for the benefit of and payable to the State of Connecticut, as its interests may appear. Such coverage shall insure against any and all casualty or property loss or

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damage with respect to the Project on an all risk perils basis, including coverage against fire, extended coverage, vandalism, collapse, windstorm, malicious mischief and special extended perils as contained in customary all risk policies, including but not limited to earthquake or flood.

<u>Builders Risk Policy Description</u> Policy Limit	<u>Coverage Limits</u> Value of Project
Limits for Windstorm, Rain, Fire, Lightning, Hail, Arson and Acts of Sabotage	Value of Project
Limits for Soft Cost	\$500,000
Limits for Loss of Use; Business Interruption	\$0
Limits for Flood	\$500,000
Limits of Earthquake	\$500,000
Toppling of Crane	\$500,000
Theft or Destruction of Materials at Job Site	\$500,000
Mold, Mildew, Fungus, Dry Rot, Wet Rot	\$150,000
Landscaping	\$0
Storage	\$0
Inland Marine/Transit	\$100,000
Terrorism	Value of Project
Deductibles	
"Significant" Loss (equal to greater than \$2.0 million). "Minor Loss" (less than \$2.0 Million).	\$25,000

*Period

455 Calendar Days for Design and Construction Contract Time plus 90 Calendar Days required for "Close-Out" and "Acceptance of the Work".

**Period is the number of Calendar Days for Design and Construction Contract Time as stated in Subsection 3.0 Proposed Key Milestone Schedule of Section 00 24 19.1 Project Scope, Proposal Submittal Requirements, Evaluation, and Selection Procedures of the DB RFP Volume 1 of 3 of this Project.*

9.2.1.6 Inland Marine/Transit Insurance:

With respect to property with values in excess of \$100,000, which is rigged, hauled, or situated at the site pending installation, the Design-Builder shall maintain Inland Marine/Transit insurance provided the coverage is not afforded by a Builder's Risk policy.

9.2.1.6.1 When required to be maintained, the Builder's Risk and Inland Marine/Transit insurance policy shall endorse the State of Connecticut as a Loss Payee.

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9.2.1.7 Professional Services Liability Insurance:

The Design-Builder shall furnish evidence by way of a certificate of insurance that it has obtained a professional services liability insurance policy with policy coverage equal to the greater of;

9.2.1.7.1 \$2,000,000.00 or;

9.2.1.7.2 ten percent (10%) of the Contract Price for negligence and errors and omissions. If any claims are paid against such professional services liability insurance policy, the Design-Builder shall agree to purchase additional insurance in order to maintain the minimum coverage required herein. The insurance shall remain in effect during the entire duration of the Agreement and for eight (8) years after Acceptance of the Project. For policies written on a "Claims Made" basis, the Design-Builder shall maintain a retroactive date prior to or equal to the effective date of the Agreement.

9.2.1.7.3 The Design-Builder shall contractually require its Design Professional to maintain professional liability insurance in the amount of \$2,000,000.00 minimum coverage for negligence and errors and omissions. Each policy aggregate shall be reinstated annually. The insurance shall remain in effect during the entire duration of the Agreement and for eight (8) years after Acceptance of the Project. For policies written on a "Claims Made" basis, the Design-Builder shall cause its Design Professional to maintain a retroactive date prior to or equal to the effective date of the Agreement.

9.2.1.7.4 The Design-Builder shall cause its Design Professional to contractually require any structural engineering firm it hires to maintain professional liability insurance in the amount of \$1,000,000.00 minimum coverage for negligence and errors and omissions and with the same provisions indicated above.

9.2.1.8 Contractor's Pollution Liability:

Contractor's Pollution Liability coverage for personal injury, property damage and clean up costs arising from pollution conditions by the operations and activities of the Design-Builder with limits of \$1,000,000.00. Coverage shall be on an occurrence basis. Coverage shall include contractual liability coverage for claims arising out of liability of Contractors and Subcontractors, transporting, loading and unloading, completed operations, and non-owned disposal site coverage.

9.2.1.9 Umbrella Liability Insurance,

Umbrella Liability Insurance, including a drop down provision covering any exhausted underlying aggregate limits, in the amount of \$10,000,000.00 for the Design-Builder (plus \$2,000,000.00 for its Design Professional and any subcontractors whose contract value exceeds \$2,000,000.00 plus \$1,000,000.00 for each of the other Subcontractors) combined single limit each occurrence in excess of the coverages described in 9.2.1.1 Workers' Compensation and Employer's Liability, 9.2.1.2 Commercial General Liability, and 9.2.1.4 Automobile Liability above. The State of Connecticut shall be named as an additional insured.

9.2.2 If necessary, the Design-Builder may satisfy the minimum limits required above for Commercial General Liability, Automobile Liability, or employer's liability coverage under an Umbrella or excess liability policy. The underlying limits may be set at the minimum amounts required by the Umbrella liability policy provided the combined limits meet at least the minimum limit for each required policy. The Umbrella Liability Policy shall have an annual aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required above for any of the required coverages. The State of Connecticut shall be specifically endorsed as an additional insured on the umbrella liability policy, unless the Umbrella liability policy provides continuous coverage to the underlying policies on a

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complete "Follow-Form" basis.

- 9.2.3 Each insurance policy required to be maintained by the Design-Builder except Workers' Compensation, Employer's Liability, Professional Liability, Owners And Contractors Protective Liability, and Automobile Liability shall endorse the State of Connecticut as an additional insured (loss payee for builder's risk insurance, *as its interests may appear*). Additional insured endorsements or loss payee endorsements, as applicable, shall provide coverage on a primary basis.
- 9.2.4 The Design-Builder shall, at its sole cost and expense, maintain in full force and effect at all times during the term of the Agreement, insurance coverage as described herein. Insurance certificates shall include a minimum thirty (30) day notice requirement to the Owner prior to any cancellation or non-renewal.
- 9.2.5 The Design-Builder shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention, including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.
- 9.2.6 The requirement contained herein as to types and limits of insurance coverage to be maintained by the Design-Builder are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Design-Builder.
- 9.2.7 If any Design-Builder Policy containing the coverage and other terms set forth herein is not available on a reasonable basis, the Design-Builder shall in lieu thereof keep and maintain in full force and effect such policy as is then available on a reasonable basis that most nearly approximates the terms described above. The Design-Builder shall promptly notify the Owner in writing if any of the required insurance is unavailable on a reasonable basis and shall include in such notice the terms and limits of the substitute policies obtained. The Design-Builder shall not obtain or maintain separate insurance coverage specifically related to the Project that is concurrent in form, or contributing in the form of loss, to the coverage required by this Agreement unless the Owner is named in such concurrent or other coverage as an additional insured and loss payee in the same manner as required by this Agreement for the Design-Builder Policy. The Design-Builder agrees that its insurer will not seek contribution from other insurance available to the Owner.
- 9.2.8 Each Design-Builder Policy shall be with companies that are nationally recognized and that have a policyholder's rating of at least A-, VII, as listed at the time of issuance by A. M. Best Insurance Reports, or such other rating as the Design-Builder and the Owner may mutually agree, and are licensed to issue such insurance in Connecticut. Each Design-Builder Policy shall provide that it may not be canceled, terminated, reduced, or materially changed unless at least thirty (30) Calendar Days advance notice thereof has been provided to the Owner, except in the case of cancellation or termination due to a lapse for nonpayment, in which case only ten (10) Calendar Days advance notice shall be required. Each Design-Builder Policy shall include waivers of;
- 9.2.8.1 all rights of subrogation against the Owner and;
- 9.2.8.2 any recourse against any parties other than the Design-Builder for payment of any premiums or assessments under such policy. Each Design-Builder Policy covering third-party liability shall contain a cross-liability endorsement or a severability of interest endorsement providing that coverage, to the maximum amount of the policy, shall be available despite any suit between the insured and any additional insured under such policy. Each Design-Builder Policy shall provide that it may not be invalidated by any act, omission, or negligence of the Owner. The Design-Builder Policies shall not in the aggregate have deductibles or self insured retentions in excess of \$250,000 per occurrence.
- 9.2.9 Each Design-Builder Policy obtained in accordance with 9.2.1.5 Builder's Risk Insurance above shall be on a completed value form including boiler and machinery coverage, with course of construction business interruption insurance in such amount as stated in 9.2.1.5 and shall contain an endorsement providing that, in the case of loss, if the Project costs more to restore due to changes in Applicable Laws, then such increased costs shall be insured. This insurance shall include the Owner as loss payee, as its interests may appear.

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Design-Builder agrees to reconstruct, at the request of the Owner, any portion of the Project that is damaged or destroyed. Each such Design-Builder Policy maintained shall name the Owner as loss payee. Nothing herein is intended to release the Design-Builder from its liability to the Owner pursuant to this Agreement notwithstanding any such insurance coverage.

- 9.2.10 Commercial General Liability insurance shall include premises-operations (including explosion, collapse and underground subsidence (XCU)), elevators, independent contractors, completed operations, broad form property damage and blanket contractual liability on all written contracts. Each such Design-Builder Policy maintained in accordance with 9.2.1.6 Inland Marine/Transit Insurance, and 9.2.1.8 Contractor's Pollution Liability Insurance above shall name the Owner as an additional insured, as its interests may appear.
- 9.2.11 The Design-Builder shall deliver, or cause to be delivered, to the Owner certificates of insurance and any other documentation reasonably requested by the Owner evidencing the existence of the Design-Builder Policies, such delivery to be made at least fourteen (14) Calendar Days prior to the Commencement of Work. Within fourteen (14) Calendar Days after the issuance of any additional policies or amendments or supplements to any of the Design-Builder Policies, the Design-Builder shall deliver revised certificates of insurance reflecting any such addition, amendment, or supplement. With respect to any Design-Builder Policy that expires by its terms prior to the date on which Acceptance of the Work occurs, the Design-Builder shall deliver certificates of insurance and any other documentation reasonably requested by the Owner evidencing the existence of a renewal or replacement of any Design-Builder Policy, such delivery to be made at least thirty (30) Calendar Days prior to the expiration of such Design-Builder Policy.
- 9.2.12 If the Owner finds it necessary to access a portion or portions of the Project prior to Substantial Completion for the purpose of installing and testing equipment, the Owner shall give Design-Builder ten (10) Calendar Days notice of when and where such installations and testing are to occur. Design-Builder shall use reasonable efforts to arrange for the insurance company or companies providing the property insurance to consent to such access by endorsement to the policy or policies. No insurance shall be canceled or lapsed on account of the Owner's access to the Project.
- 9.2.13 Except as otherwise expressly provided in this Agreement, all insurance coverage required pursuant to this Article 9, shall be obtained, and maintained by Design-Builder at Design-Builder's sole cost and expense.
- 9.2.14 The Owner does not represent that the insurance coverage specified above, whether in scope of coverage or amounts of coverage, are or will be adequate to protect Design-Builder with respect to the risks it is assuming pursuant to this Agreement, and Design-Builder shall be solely responsible for any deficiencies thereof, such that Design-Builder shall replace all or any part of the Work regardless of any deficiency in coverage.
- 9.2.15 Whenever a surety bond is required in connection with a contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building for work by the state or a municipality, that is estimated to cost more than five hundred thousand dollars and is paid for, in whole or in part, with state funds, the surety contract between the contractor named as principal in the bond and the surety that issues such bond shall contain the following provision: "In the event that the surety assumes the contract or obtains a bid or bids for completion of the contract, the surety shall ensure that the contractor chosen to complete the contract is prequalified pursuant to section 4a-100 of the Connecticut General Statutes in the requisite classification and has the aggregate work capacity rating and single project limit necessary to complete the contract".

ARTICLE 10 TERMINATION

10.1 Owner's Right to Terminate Agreement

- 10.1.1 Notwithstanding any provision or language in the Agreement, the Owner shall have the sole authority to terminate this Agreement if it finds that such termination is in the best interests of the Owner, or in the interest of public necessity, convenience, or safety as

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determined by the Owner, in its sole discretion. Any such termination shall be effected by delivery to the Design-Builder of a written Notice of Termination specifying the extent to which performance of Work under this Agreement is terminated, and the date upon which such termination shall be effective. In the event of such termination, the Design-Builder may be entitled to reasonable compensation as determined by the Owner, however, no claim for lost overhead or profit shall be allowed.

- 10.1.2 Without limiting Owner's rights under Section 10.1.1., if Design-Builder fails to observe or perform any material agreement or covenant of this Agreement or any other Contract Document, and if such failure continues for more than fifteen (15) Calendar Days after notice of such failure from the Owner, or if any proceeding is instituted against Design-Builder seeking to adjudicate Design-Builder as bankrupt or insolvent, and such proceeding is not dismissed within ninety (90) Calendar Days of such filing, or if Design-Builder declares itself bankrupt or files for bankruptcy protection, or if Design-Builder makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the insolvency of Design-Builder, or if Design-Builder files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts, or if there is a material adverse change in the financial condition or operations of the business or prospects of Design-Builder that substantially affects Design-Builder's ability to perform the Work in accordance with the Project Schedule, then the Owner may, without prejudice to any other right or remedy the Owner may have, terminate this Agreement. Such termination shall be effective by delivery to the Design-Builder of a written Notice of Termination specifying the extent to which performance of Work under this Agreement is terminated, and the date upon which such termination shall be effective.
- 10.1.3 If the Design-Builder is a sole proprietor and the Design-Builder should die during the term of this Agreement, this Agreement shall be considered terminated. In the event of such termination, the Design-Builder's estate may be entitled to reasonable compensation for any uncompensated Work performed prior to the date of death, and the Owner shall have title to, and shall have the right to immediate use and possession of all finished and unfinished documents prepared under this Agreement. The Owner shall determine the amount of such compensation.
- 10.1.4 Termination of this Agreement shall not relieve the Design-Builder or its surety of their responsibilities for the completed Work, nor shall it relieve the Design-Builder's surety of its obligations to ensure completion of the Work and to pay legitimate claims arising out of the Work.
- 10.1.5 In the event of termination, materials obtained by the Design-Builder for the Work that have been inspected, tested as required, and accepted by the Owner, and that are not incorporated into the Work, may, at the option of the Owner, be purchased from the Design-Builder at actual cost as shown by receipted bills. To this cost shall be added all actual costs for delivery at such points of delivery as may be designated by the Owner, as shown by actual cost records.
- 10.1.6 In the event of any such termination pursuant to subsection 10.1.1 or 10.1.2:
- 10.1.6.1 Design-Builder upon the effective date of termination, shall:
- .1 immediately discontinue all further Work, or part thereof, as directed by the Owner, on the Project;
 - .2 immediately quit the Project;
 - .3 immediately quit the Site, or such part thereof, as directed by the Owner, leaving all plant, materials, equipment, tools (except personal tools), and supplies to be incorporated in the Work;
 - .4 provide the Owner with a final accounting for the Project as of the date of termination; and
 - .5 provide the Owner the right to inspect and copy all Project records of Design-Builder and the Design Professional;
- 10.1.6.2 The Owner may have the Work completed in accordance with the Contract Documents by such means and in such manner as it may deem to be advisable, utilizing for such purpose, without additional cost to the Owner, such of Design-Builder's plant, materials, equipment, tools (except personal tools),

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and supplies remaining on the Site or stored off the Site, and also in accordance with Article 10, those Contractors and Subcontractors as it may deem to be advisable;

10.1.6.3 Solely for a termination pursuant to Section 10.1.2, Design-Builder shall be liable to the Owner for 100% of the amount thereafter expended by the Owner and reasonably required to complete the Project, to the extent such amount exceeds the balance of the Contract Price unpaid as of the date of such termination, and this obligation for payment shall survive the termination of this Agreement. This expense, together with any damages due hereunder for delays caused by Design-Builder, may be set-off and deducted from monies due or to become due to Design-Builder under this Agreement or any part hereof. If such expense is more than the sum of the Contract Price, Design-Builder shall pay the amount of such deficiency to the Owner;

10.1.6.4 NOT USED

10.1.6.5 At the Owner's discretion, Design-Builder shall assign to the Owner and any replacement design builder all subcontracts and purchase orders, deliver to the Owner all Contract Documents and Construction Documents including, but not limited to, plans, Drawings, Specifications, other design information pertaining to the Project, submittals, invoices, and all other documents necessary to complete the Project, and remove from the Site, at Design-Builder's sole cost, all such equipment, waste material, and rubbish as may be requested by the Owner.

10.1.7 Nothing in this Article 10 shall limit the remedies available to the Owner at law, in equity or otherwise if Design-Builder defaults on its obligations under this Agreement or any other Contract Document.

ARTICLE 11 DISPUTES

11.1 Mediation

The Owner and Design-Builder may agree to submit any unresolved claims, controversies, or disputes arising out of or pertaining to this Agreement to a non-binding mediation. The place of mediation shall be Hartford, Connecticut.

11.2 Continued Performance

Unless otherwise agreed to in writing, the Owner and Design-Builder shall continue with performance of their respective duties under the Agreement pending completion of any mediation proceeding or proceeding set forth in Section 11.3.

11.3 Action Against The Owner

Except as otherwise provided in Section 11.1, any claim or dispute under this Agreement or breach thereof shall be settled in accordance with the provisions of Section 4-61, of the Connecticut General Statutes, as revised. Any proceeding pursuant to Section 4-61, of the Connecticut General Statutes, as revised, shall be conducted in Hartford, Connecticut, unless otherwise agreed to by the parties hereto.

ARTICLE 12 ASSIGNMENT AND AMENDMENT

12.1 Assignment

Except as otherwise provided herein, Design-Builder shall not have the right to assign its interest or obligations under this Agreement without the prior written consent of the Owner, which may be withheld in the Owner's sole discretion. The Owner may assign its rights under this Agreement to any other board, agency, or commission of the State of Connecticut.

12.2 Entire Agreement

The Request for Proposals contains additional requirements for the Project, which are incorporated by reference as if fully set forth herein. This Agreement represents the entire Agreement between the Owner and Design-Builder and supersedes all prior negotiations, representations, or agreements between such parties regarding the Project. Except for Clarifications with respect to the Work, this

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Agreement may be amended only by means of Agreement Amendment signed by both the Owner and the Design-Builder and with the written approval by the State Properties Review Board and the Office of the Attorney General.

12.3 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the successors and assigns (where permitted under this Agreement) of Design-Builder and the Owner.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 Further Assurances.

Design-Builder and the Owner shall provide such information, execute and deliver such instruments and documents, and take such other actions as may be necessary or reasonably requested by the other party, which are not inconsistent with the provisions of this Agreement and which do not involve the assumption of obligations other than those provided for in this Agreement.

13.2 Headings.

The headings set forth in this Agreement are used for organizational purposes only and are not intended to and shall not constitute substantive parts of the Agreement.

13.3 All Required Provisions Incorporated

All provisions required pursuant to this Agreement, including but not limited to the Contract Documents and Applicable Laws, rules and regulations are herein incorporated by reference as if fully set forth herein.

13.4 Interpretation of Documents.

The Design-Builder represents that it has fully examined all Contract Documents, including the RFP Documents, and has notified the Owner of any discrepancies or conflicts in the Contract Documents prior to execution of this Agreement. The Design-Builder agrees that any discrepancies or conflicts in the Contract Documents shall not be construed against the Owner nor form the basis of any claim by the Design-Builder against the Owner. If any discrepancy or conflict exists between the Contract Documents, then the Design-Builder shall provide the greater quality or greater quantity of the more stringent requirements, unless the Owner otherwise agrees in writing. Without in any way limiting the foregoing, if any discrepancy or conflict exists among this Agreement, the General Conditions, and/or the General Requirements as set forth in the RFP, then the Design-Builder shall provide the greater detail or more stringent requirements, unless the Owner otherwise agrees in writing.

13.5 Counterparts

This Agreement may be executed in counterparts, each one of which shall be deemed to be an original.

13.6 Remedies Cumulative

The rights and remedies provided herein are cumulative.

13.7 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 Design-Builder 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..

13.8 Nondiscrimination And Affirmative Action Provisions, Executive Orders, Anti-Harassment Policy, Nondiscrimination Provisions Regarding Sexual Orientation, Summary Of State Ethics Laws, and Whistleblowing

Design-Builder shall be bound by all of the terms and conditions of Appendix G, attached hereto and

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made a part of this Agreement. For purposes of this Agreement and Appendix G, the word "contractor" as used therein shall be deemed to refer to Design-Builder.

13.9 Set-Aside Program

Design-Builder shall award not less than 25% of the cost of construction to Contractors and Subcontractors who are certified and eligible to participate under the State of Connecticut Set Aside Program for small, minority and women owned business enterprises including 6.25% that must be awarded to certified and eligible minority/women owned enterprises, in accordance with Connecticut General Statutes Section 4a-60g through 4a-60j. This requirement must be met even if Design-Builder is certified and eligible to participate in the Small Business Set-Aside Program. Design-Builder shall draft and submit for approval an affirmative action plan in accordance with the rules and regulations of the Connecticut Human Rights and Opportunities Commission ("CHRO"). The affirmative action plan must be approved by the CHRO as a condition precedent to this Agreement.

13.10 Attorneys' Fees

Unless otherwise expressly set forth in this Agreement, if either party is required to assert a claim under this Agreement against the other party under this Agreement or defend a claim asserted by the other party under this Agreement, each party shall bear its own costs incurred in asserting or defending said action.

13.11 Connecticut Sales And Use Tax

The Owner has advised the Design-Builder and the Design-Builder hereby so acknowledges that the purchase of supplies and materials which are to be physically incorporated in and become a permanent part of the Project will not be subject to Connecticut sales and use taxes. Notwithstanding the above, the Design-Builder shall familiarize itself with the current statutes and regulations of the State of Connecticut Department of Revenue Services, including, but not limited to and, if applicable, Section 12-430 (7) Connecticut General Statutes, as revised, entitled "Deposit requirements for persons doing business with non-resident contractors".

13.12 Consent Order

Design-Builder agrees not to enter into any settlement, consent decree, or other agreement, written or oral, between the Design-Builder and the government of the United States, or any department or agency thereof, or any state thereof, which allocates or apportions responsibility or which otherwise affects the liability of or grants immunity to Design-Builder for any noncompliance with any of the Environmental Laws or otherwise relates to any remediation or removal of any environmental condition located at, on, or under the property where the Project is located without the express written consent of the Owner.

13.13 Duty to Cooperate

In the event the Owner is required by any agency of the United States or a State thereof, to investigate or remediate any environmental condition at, on, or under the property where the Project is located, Design-Builder agrees to cooperate with the Owner with respect to such matters as the enforcement agency may request including, but not limited to, production of shipping manifests and related documents, past inventory information, provision of materials related to site history, and internal reports related to the site.

13.13.1 Furthermore, if the Owner makes a claim against any policy of insurance or reinsurance related to the property where the Project is located, or against any third party, or against the Connecticut Underground Storage Tank Fund, or similar fund, Design-Builder agrees to cooperate with the Owner in making such application.

13.13.2 The Design-Builder shall strictly comply with the requirements of all applicable Environmental Laws. Furthermore, the Design-Builder shall not store, generate, or use any Regulated Substances at, on, or under the property in violation of Environmental Laws.

13.13.3 Design-Builder shall limit the use and storage of any Regulated Substances at, on, or under the property to only those quantities required for the execution of the Work. Excess quantities shall be promptly removed from the property upon completion of the operations requiring their use. Under no circumstances shall Regulated Substances be disposed of at, on, or under the property or adjacent property or discharged into any watercourse or sewer. All Regulated Substances shall be shipped off site in accordance with the Environmental Laws and shall list the Design-Builder as the generator of the Regulated Substances on all manifests.

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13.14 Environmental Laws Indemnification

- 13.14.1 Without limiting the terms of Article 9 hereof in any manner, Design-Builder shall jointly and severally protect, indemnify, defend, and hold harmless the Owner and its officers, employees, and agents and their respective heirs, legal representatives, successors, and assigns from and against any and all loss, damage, cost, charge, lien, debt, fine, penalty, injunctive relief claim, demand, expense, suit, order, judgment, adjudication, liability or injury to person, property or natural resources, including attorney's fees and consultant fees arising out of, attributable to, which may accrue out of, or which may result from:
- 13.14.1.1 a violation of the Environmental Laws in connection with the Project by Design-Builder, any of its Representatives or any person or entity or other source employed or utilized by Design-Builder, or
- 13.14.1.2 the disposal or alleged disposal of Hazardous Materials (whether intentional or unintentional, direct or indirect, foreseeable or unforeseeable) by any person or entity or other source, whether related or unrelated to Design-Builder, except that these obligations shall not apply in the event of the disposal of Hazardous Materials by the Owner or its Representatives.
- 13.14.2 All Design-Builder obligations hereunder shall survive this Agreement or any other agreement or action including, without limitation, any consent decree, order, or other agreement between Design-Builder and the government of the United States or any department or agency thereof.

13.15 State's Rights of Inspection, Audit and Collection; Maintenance of Records

- 13.15.1 All services performed by and material supplied by the Design-Builder under this contract shall be subject to the inspection and approval of the State at all times, and Design-Builder shall furnish all information concerning such material and services as may be requested by the State.
- 13.15.2 The Design-Builder 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, Design-Builder's, and, in the case of each subcontract, the applicable subcontractor's, performance hereunder. The Design-Builder 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 Design-Builder's address provided on the second page of this contract or such other location as is approved in writing in advance by the State.
- 13.15.3 The Design-Builder agrees to make all of its Records available for inspection and/or examination 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 Design-Builder'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 Design-Builder at least twenty-four (24) hours notice of any intended inspections or examinations.
- 13.15.4 At the State's request, the Design-Builder shall provide the State with hard copies of or electronic media containing any data or information in the possession or control of the Design-Builder which pertains to the State's business or this contract.
- 13.15.5 The Design-Builder agrees that it will keep and preserve or cause to be kept and preserved all of its Records until seven (7) 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.
- 13.15.6 The Design-Builder also agrees that it will require each subcontractor under this contract to maintain all of its Records until seven (7) years after the expiration or earlier termination of said subcontract or other agreement, as the same may be renewed or extended.

Design-Build Agreement Between the State of Connecticut and Design Builder

- 13.15.7 If any litigation, claim or audit is started before the expiration of said seven (7) year periods, such records shall be (and shall be required to be) retained until all litigation, claims or audit findings have been resolved.
- 13.15.8 The Design-Builder shall incorporate the provisions of this Section, including this subsection (h), verbatim into any contract or other agreement it enters into with any subcontractor under this contract.
- 13.15.9 The above provisions shall survive the termination or expiration of this Agreement.

13.16 Confidentiality of Documents

- 13.16.1 The Design-Builder agrees on behalf of the Design-Builder and the Design-Builder'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 Design-Builder's work and duties under this Agreement. This limitation on use applies to those items produced by the Design-Builder, as well as to those items received by the Design-Builder from the Owner or others in connection with the Design-Builder's work and duties under this Agreement.
- 13.16.2 The Design-Builder 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 Agreement. No other disclosure shall be permitted without the prior written consent of the Department of Administrative Services, Division of Construction Services.
- 13.16.3 The Design-Builder further agrees that the following provision will be included in its contracts with Contractors and Design Professionals and in all Subcontracts:
 - 13.16.3.1 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 Administrative Services, Division of Construction Services (Owner). When any such drawings, specifications, maps, reports, records or other documents are no longer needed, they shall be destroyed.

13.17 Annual Certification

If the aggregate value of this contract is \$50,000.00 or more, including all amendments and/or commission letters, then the Design-Builder 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 DAS signs the contract.

13.18 Ownership of Documents

It is mutually agreed and understood that all finished and unfinished Construction Documents prepared by the Design-Builder and/or the Design Professional pursuant to this Agreement and paid for by the Owner shall immediately become the exclusive property of the Owner, and that the Owner shall have the right to immediate possession and use thereof. The Owner shall have and enjoy all right, title and interest in the Construction Documents, including any rights under copyright laws, whether express or implied. The Owner agrees that all such Construction Documents are not to be altered by others and are to be used only in conjunction with the Project unless written consent is obtained from the Design-Builder. Such consent will not be withheld provided the Owner agrees that upon any alterations of the Construction Documents by others, or upon reuse of the Construction Documents for any other project, the Design-Builder will be relieved by the Owner of any and all responsibility arising out of such alterations or reuse in connection therewith. The Owner shall have all right, title, and interest in the Construction Documents, including any rights under copyright law, whether express or implied. On or before the signing of this Agreement, the Design-Builder and its Design Professional shall transfer and assign all right, title and interest in the Construction

Design-Build Agreement Between the State of Connecticut and Design Builder

Documents to the Owner by execution and delivery to the Owner of the Assignment of Copyright in the form attached here to as Appendix J. The provisions of this section shall survive the termination of this Agreement and shall thereafter remain in full force and effect.

13.19 Promotion

Unless specifically authorized in writing by the Owner, the Design-Builder shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies or employees or the seal of the State of Connecticut.

13.19.1 in any advertising, publicity, promotion;

13.19.2 to express or to imply any endorsement of the Design-Builder's products or services; or

13.19.3 in any other manner. In no event may the Design-Builder use the State Seal in any way without the express written consent of the Secretary of State of Connecticut

13.20 **Sovereign Immunity.** The parties acknowledge and agree that nothing in the Solicitation or the Agreement 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 Agreement. To the extent that this section conflicts with any other section, this section shall govern.

13.21 **Severability.** If any part or parts of this Agreement shall be held to be void or unenforceable, such part or parts shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable.

13.22 **Police Powers.** Nothing in this Agreement is in derogation of or restricts the exercise of the police powers of the State of Connecticut.

13.23 **Freedom of Information Act.** The Owner is a "public agency" for purposes of the Connecticut Freedom of Information Act, Sections 1-200 to 1-241 of the General Statutes, as amended (the "FOIA"). Information relating to the Design-Builder, its Contractors and Subcontractors and their affairs received or maintained by the Owner may constitute "public records or files" for purposes of the FOIA subject to public access and disclosure in the manner provided in the FOIA, unless a specific exemption from the public access and disclosure requirements of the FOIA is available in connection with particular records or files. Accordingly, the Owner is relieved from any confidentiality obligations under this Agreement that would be in conflict with its obligations under the FOIA.

13.24 **No Partnership, Joint Venture or Agency.** Nothing contained herein or done pursuant hereto shall be deemed to create, as between Design-Builder, on the one hand, and the Owner on the other, any partnership, joint venture or agency relationship.

13.25 **Disclosure of Records.** This Agreement may be subject to the provisions of Section 1-218 of the Connecticut General Statutes, as revised. In accordance with this Section, 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 the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. 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 the Freedom of Information Act. 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, as revised.

13.26 **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."

Design-Build Agreement Between the State of Connecticut and Design Builder

- 13.27 **Construction Safety and Health Course.** Pursuant to the requirements of Section 31-53b of the Connecticut General Statutes, as revised, not later than thirty (30) days after the date this Agreement is awarded, the Design-Builder shall furnish proof to the Labor Commissioner that all employees of the Design-Builder and its Contractors or Subcontractors performing manual labor on the Project, pursuant to this Agreement, have completed a course of at least ten (10) hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten (10) hours of training in accordance with 29 CFR 1910-268.
- 13.28 **Antitrust Provision.** The Design-Builder hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Agreement that the Design-Builder now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties. For purposes of this section, the term "Claim" is defined as follows: "All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.

ARTICLE 14 NOTICES

- 14.1 All notices required to be given or delivered under this Agreement shall be in writing and shall be deemed to have been validly given when received by hand-delivery, by a courier or express service guaranteeing overnight delivery, by certified mail or by facsimile transmission telecopy, addressed as provided on Appendix H attached hereto, or to such other address as may be provided by either party hereto to the other in accordance with the terms of this Article.

ARTICLE 15 APPROVAL OF THE ATTORNEY GENERAL'S OFFICE

- 15.1 This Agreement shall take effect when it is approved as to form by the Attorney General of the State of Connecticut, the Deputy Attorney General of the State of Connecticut, or an Associate Attorney General of the State of Connecticut.

Design-Build Agreement Between the State of Connecticut and Design Builder

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

DESIGN-BUILDER:

PDS Engineering & Construction, Inc.

Witnesses:

Robert M. Avery
Print Name: Robert M. Avery

Peter B. Melrose
Print Name: PETER B. Melrose

By: Ronald J. Jadin
Print Name: Ronald Jadin
Its President, duly authorized

Witnesses:

Robert M. Avery
Print Name: Robert M. Avery

Jacqueline O'Donovan
Print Name: Jacqueline O'Donovan

STATE OF CONNECTICUT

By: Melody A. Currey
Melody A. Currey
Commissioner
Department of Administrative Services
Division of Construction Services

**APPROVED
STATE PROPERTIES REVIEW BOARD**

By: Edwin S. Greenberg
Edwin S. Greenberg, Chairman

Date: 4/18/2016

**APPROVED AS TO FORM
ATTORNEY GENERAL**

By: Joseph Rubin
Joseph Rubin Assoc Attorney General

Date: 8/15/16

Design-Build Agreement Between the State of Connecticut and Design Builder

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD) ss.: Hartford

On this the 3rd day of August, 2016, before me, personally appeared Ronald Justice who, acknowledged that he/she is the President of PDS Engineering & Construction, Inc., a Connecticut corporation, and that he/she as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as President.

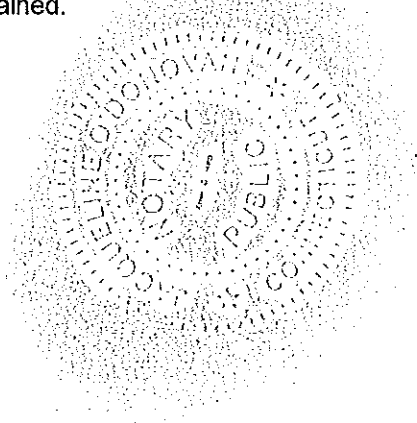
Robert M. Avery
Notary Public Robert M. Avery
My Commission Expires:
Commissioner of the Superior Court

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD) ss.: Hartford

On this the 3rd day of August, 2016, before me, personally appeared Melody A. Currey, Commissioner of the State of Connecticut, Department of Administrative Services, Division of Construction Services, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

Jacqueline O'Donovan
Notary Public
My Commission Expires:
Commissioner of the Superior Court

JACQUELINE O'DONOVAN
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 2021



DESIGN-BUILD AGREEMENT

APPENDIX A

Project Schedule

For

**Expansion of Burrville Regional Fire School
606 Burr Mountain Road
Torrington, CT**

Project No. BI-FP-013-2 DB

BURRVILLE REGIONAL FIRE TRAINING SCHOOL

PRE-CONSTRUCTION

D-B SELECTION PROCESS

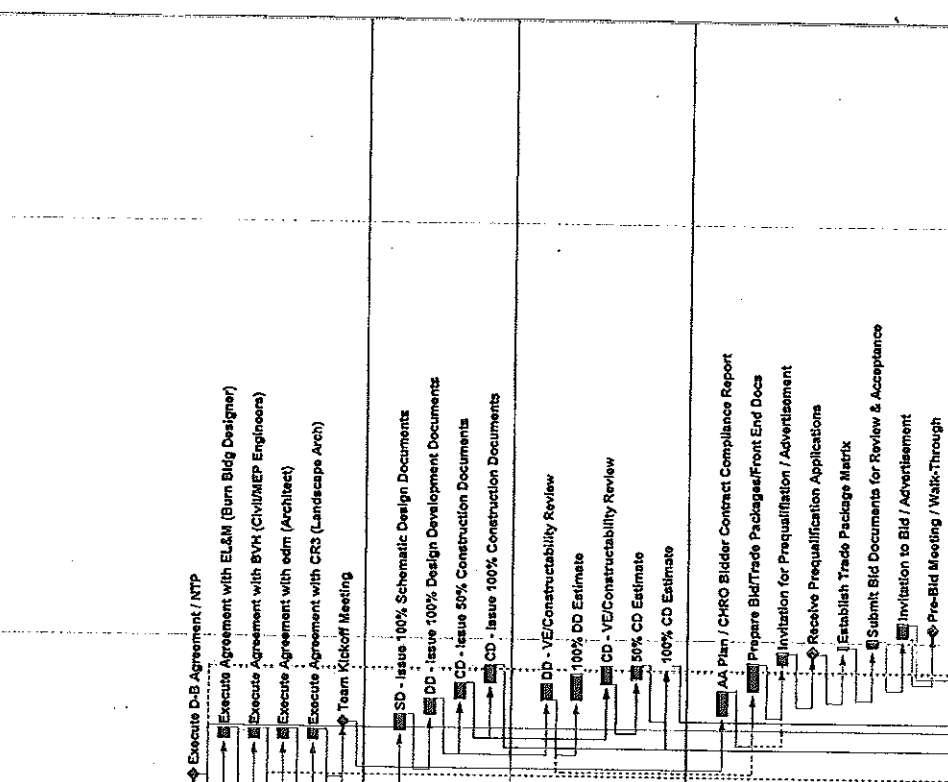
Activity ID	Description	Orig Dur	Early Start	Early Finish	% Comp
1	Submit Total Cost Proposal / Documents	0	10SEP15	100	
7	D-B Selection Interview	3	15SEP15	23SEP15 A	100
8	Receive Conditional Selection Notification	5	25SEP15	25NOV15 A	100
56	Submit Contract Requirements Documents	10	28NOV15	09DEC15 A	100
9	Execute D-B Agreement / NTP	0	01SEP16*	0	
65	Execute Agreement with EL&M (Burn Bldg)	7	03OCT16	11OCT16	0
66	Execute Agreement with BVH (CIVIL/MEP Engineers)	7	03OCT16	11OCT16	0
68	Execute Agreement with edm (Architect)	7	03OCT16	11OCT16	0
71	Execute Agreement with CR3 (Landscape Arch)	7	03OCT16	11OCT16	0
12	Team Kickoff Meeting	0	19OCT16	0	

DESIGN DELIVERABLES

Activity ID	Description	Orig Dur	Early Start	Early Finish	% Comp
10	SD - Issue 100% Schematic Design Documents	10	12OCT16	25OCT16	0
11	DD - Issue 100% Design Development Documents	10	26OCT16	08NOV16	0
13	CD - Issue 50% Construction Documents	10	09NOV16	22NOV16	0
14	CD - Issue 100% Construction Documents	10	23NOV16	08DEC16	0
15	DD - VE/Constructability Review	10	09NOV16	22NOV16	0
18	100% DD Estimate	15	09NOV16	01DEC16	0
19	CD - VE/Constructability Review	10	23NOV16	08DEC16	0
20	50% CD Estimate	10	28NOV16	09DEC16	0
22	100% CD Estimate	0	09DEC16	08DEC16	0

BIDDING PROCESS

Activity ID	Description	Orig Dur	Early Start	Early Finish	% Comp
25	AA Plan / CHRO Bidder Contract Compliance Report	15	28OCT16	17NOV16	0
16	Prepare Bid/Trade Packages/Front End Docs	15	18NOV16	12DEC16	0
30	Invitation for Prequalification / Advertisement	10	13DEC16	22DEC16	0
26	Receive Prequalification Applications	0	23DEC16	0	
23	Establish Trade Package Matrix	2	27DEC16	28DEC16	0
31	Submit Bid Documents for Review & Acceptance	3	29DEC16	03JAN17	0
24	Invitation to Bid / Advertisement	12	07JAN17	18JAN17	0
28	Pre-Bid Meeting / Walk-Through	0	13JAN17	0	



State of Connecticut DAS
 BURRVILLE FIRE TRAINING SCHOOL

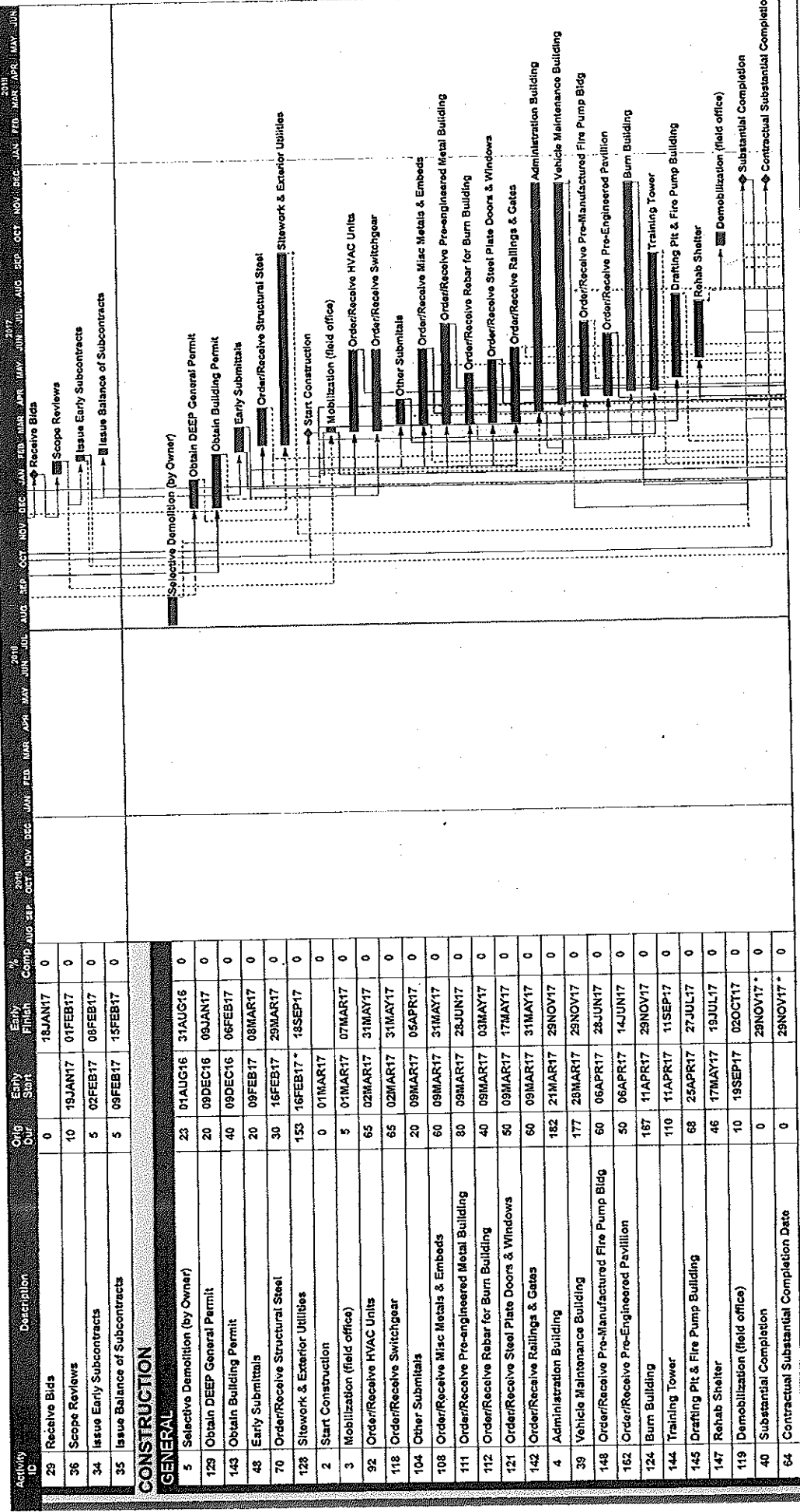
Master Schedule
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PDS
 PDS ENGINEERING &
 CONSTRUCTION, INC

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Start date	01SEP15
Finish date	27FEB18
Data date	29JUL16
Run date	03AUG16
Page number	1A



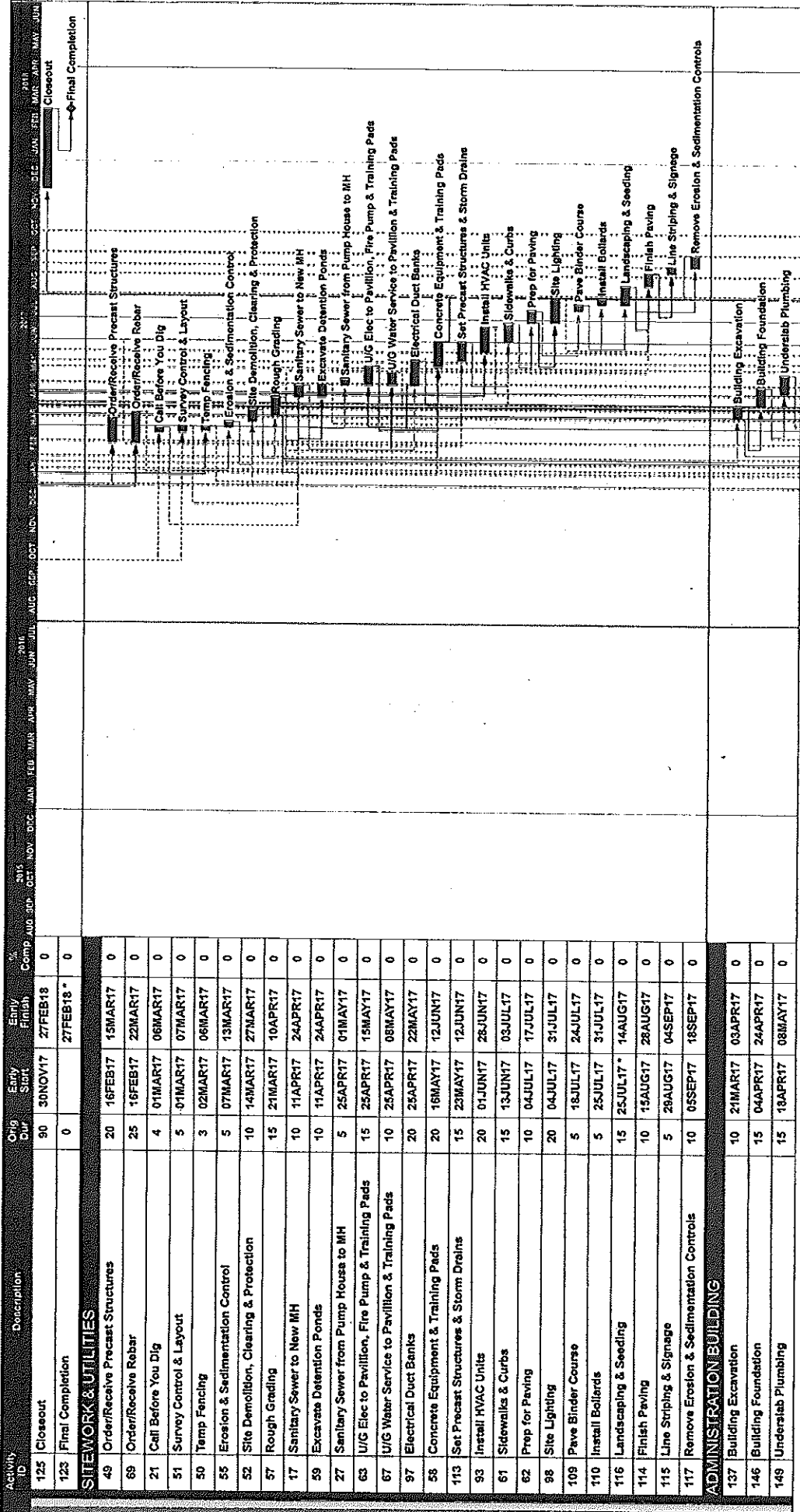
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Master Schedule	01SEP16 Start Date
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Critical bar	▬
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Finish milestone point	◆

Activity ID	Description	Orig Qty	Early Start	Early Finish	% Comp
29	Receive Bids	0	19JAN17	01FEB17	0
36	Scope Reviews	10	02FEB17	08FEB17	0
34	Issue Early Subcontracts	5	09FEB17	15FEB17	0
35	Issue Balance of Subcontracts	5	09FEB17	15FEB17	0
CONSTRUCTION					
GENERAL					
5	Selective Demolition (by Owner)	23	01AUG16	31AUG16	0
129	Obtain DEEP General Permit	20	09DEC16	09JAN17	0
143	Obtain Building Permit	40	09DEC16	06FEB17	0
48	Early Submittals	20	09FEB17	08MAR17	0
70	Order/Receive Structural Steel	30	16FEB17	29MAR17	0
128	Stewwork & Exterior Utilities	153	16FEB17*	18SEP17	0
2	Start Construction	0	01MAR17		0
3	Mobilization (field office)	5	01MAR17	07MAR17	0
92	Order/Receive HVAC Units	65	02MAR17	31MAY17	0
118	Order/Receive Switchgear	65	02MAR17	31MAY17	0
104	Other Submittals	20	09MAR17	05APR17	0
108	Order/Receive Misc Metals & Embeds	60	09MAR17	31MAY17	0
111	Order/Receive Pre-engineered Metal Building	80	09MAR17	28JUN17	0
112	Order/Receive Rebar for Burn Building	40	09MAR17	03MAY17	0
121	Order/Receive Steel Plate Doors & Windows	50	09MAR17	17MAY17	0
142	Order/Receive Railings & Gates	60	09MAR17	31MAY17	0
4	Administration Building	182	21MAR17	29NOV17	0
39	Vehicle Maintenance Building	177	28MAR17	29NOV17	0
148	Order/Receive Pre-Engineered Fire Pump Bldg	60	06APR17	28JUN17	0
162	Order/Receive Pro-Engineered Pavilion	30	06APR17	14JUN17	0
124	Burn Building	167	11APR17	29NOV17	0
144	Training Tower	110	11APR17	11SEP17	0
145	Drafting Pit & Fire Pump Building	68	25APR17	27JUL17	0
147	Rehab Shelter	46	17MAY17	19JUL17	0
119	Demobilization (field office)	10	19SEP17	02OCT17	0
40	Substantial Completion	0		29NOV17*	0
64	Contractual Substantial Completion Date	0		29NOV17*	0

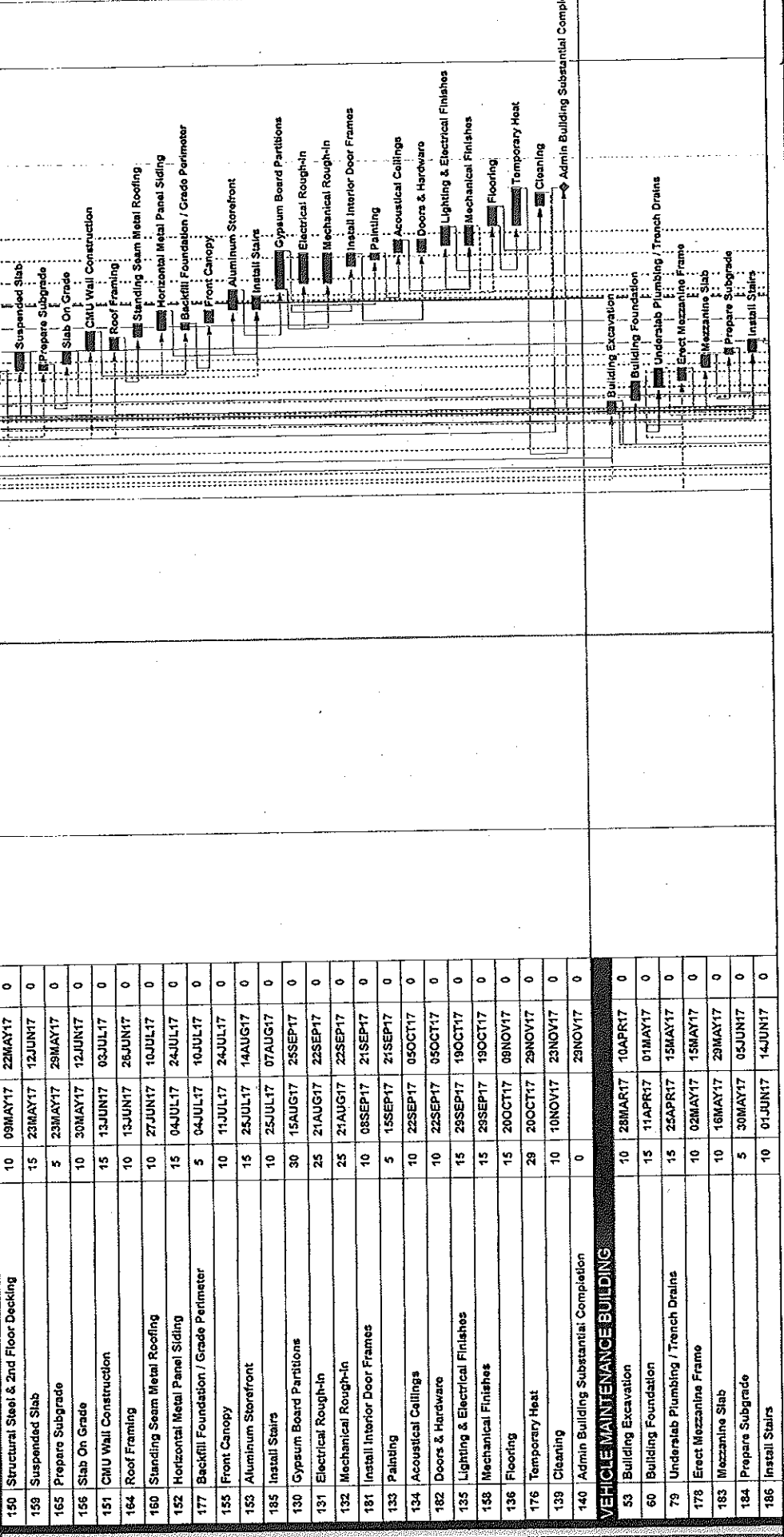


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Activity ID	Description	Orig. Div.	Est. Start	Est. Finish	% Comp.
150	Structural Steel & 2nd Floor Decking	10	09MAY17	22MAY17	0
159	Suspended Slab	15	23MAY17	12JUN17	0
165	Prepare Subgrade	5	23MAY17	23MAY17	0
156	Slab On Grade	10	30MAY17	12JUN17	0
151	CMU Wall Construction	15	13JUN17	03JUL17	0
164	Roof Framing	10	13JUN17	26JUN17	0
160	Standing Seam Metal Roofing	10	27JUN17	10JUL17	0
152	Horizontal Metal Panel Siding	15	04JUL17	24JUL17	0
177	Backfill Foundation / Grade Perimeter	5	04JUL17	10JUL17	0
155	Front Canopy	10	11JUL17	24JUL17	0
153	Aluminum Storefront	15	25JUL17	14AUG17	0
185	Install Stairs	10	25JUL17	07AUG17	0
130	Gypsum Board Partitions	30	15AUG17	25SEP17	0
131	Electrical Rough-in	25	21AUG17	22SEP17	0
132	Mechanical Rough-in	25	21AUG17	22SEP17	0
181	Install Interior Door Frames	10	08SEP17	21SEP17	0
133	Painting	5	15SEP17	21SEP17	0
134	Acoustical Ceilings	10	22SEP17	05OCT17	0
182	Doors & Hardware	10	22SEP17	05OCT17	0
135	Lighting & Electrical Finishes	15	29SEP17	19OCT17	0
158	Mechanical Finishes	15	29SEP17	19OCT17	0
136	Flooring	15	20OCT17	08NOV17	0
176	Temporary Heat	29	20OCT17	29NOV17	0
139	Cleaning	10	10NOV17	23NOV17	0
140	Admin Building Substantial Completion	0		23NOV17	0
VEHICLE MAINTENANCE BUILDING					
53	Building Excavation	10	23MAR17	10APR17	0
60	Building Foundation	15	11APR17	01MAY17	0
79	Underlab Plumbing / Trench Drains	15	25APR17	15MAY17	0
178	Erect Mezzanine Frame	10	02MAY17	15MAY17	0
183	Mezzanine Slab	10	16MAY17	20MAY17	0
184	Prepare Subgrade	5	30MAY17	03JUN17	0
186	Install Stairs	10	01JUN17	14JUN17	0

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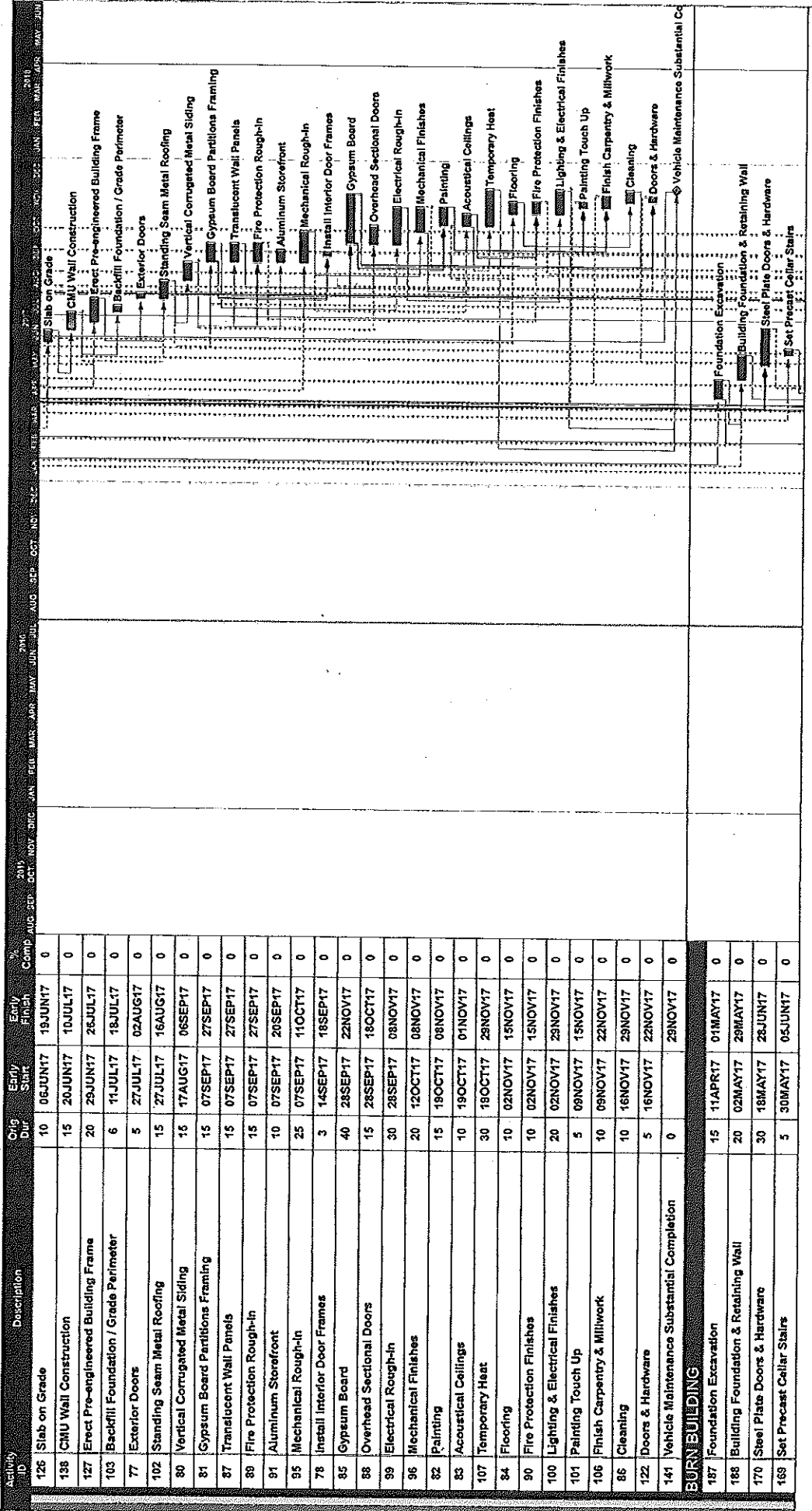
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Master Schedule
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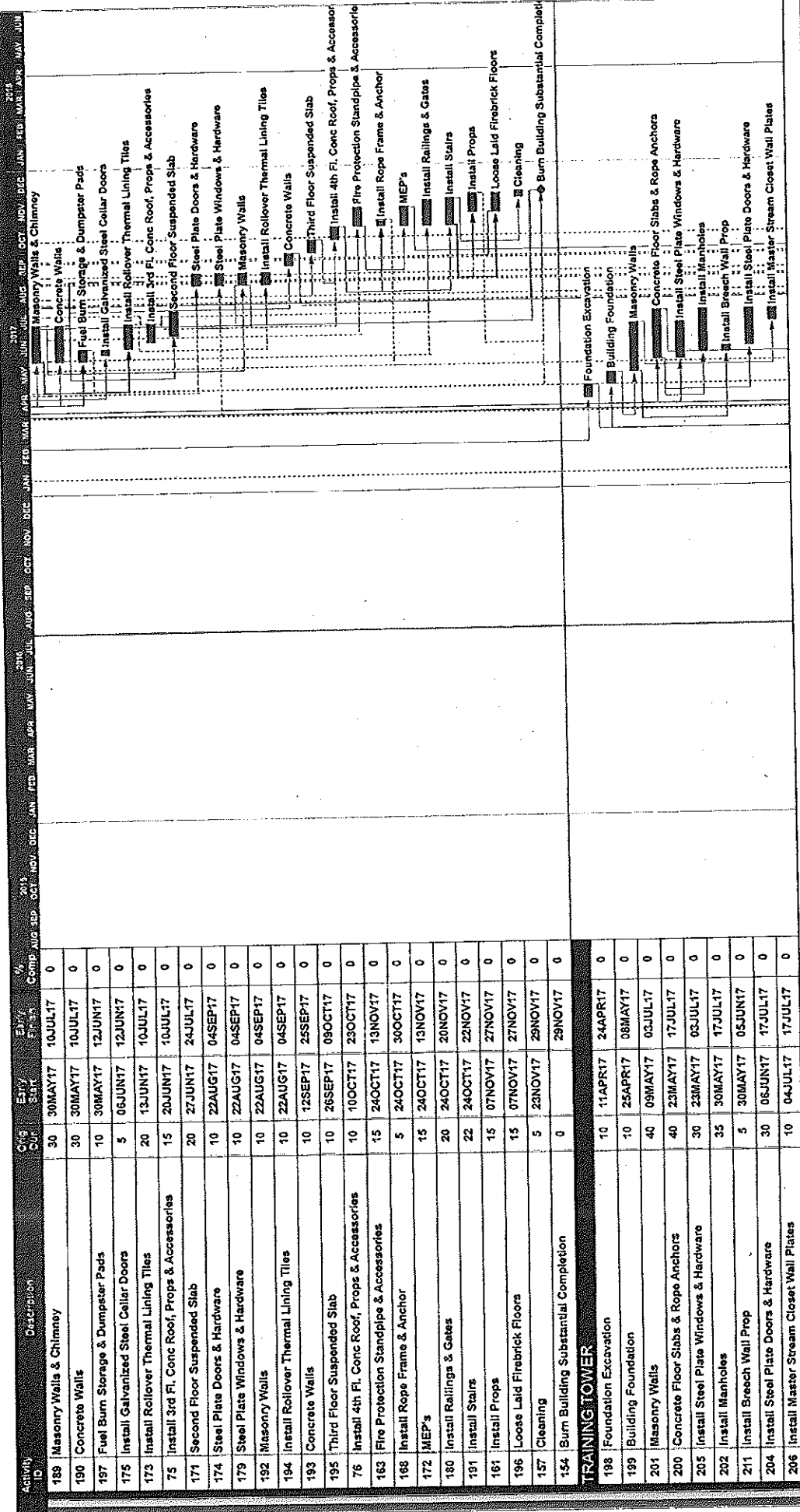
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Activity ID Description Est. Start Est. Finish Comp. %
 187 Masonry Walls & Chimney 30 30MAY17 10JUL17 0
 190 Concrete Walls 30 30MAY17 10JUL17 0
 197 Fuel Burn Storage & Dumpster Pads 10 30MAY17 12JUN17 0
 175 Install Galvanized Steel Cellular Doors 5 06JUN17 12JUN17 0
 173 Install Rollover Thermal Lining Tiles 20 13JUN17 10JUL17 0
 75 Install 3rd Fl. Conc Roof, Props & Accessories 15 20JUN17 10JUL17 0
 171 Second Floor Suspended Slab 20 27JUN17 24JUL17 0
 174 Steel Plate Doors & Hardware 10 22AUG17 04SEP17 0
 179 Steel Plate Windows & Hardware 10 22AUG17 04SEP17 0
 192 Masonry Walls 10 22AUG17 04SEP17 0
 194 Install Rollover Thermal Lining Tiles 10 22AUG17 04SEP17 0
 193 Concrete Walls 10 12SEP17 25SEP17 0
 195 Third Floor Suspended Slab 10 26SEP17 09OCT17 0
 76 Install 4th Fl. Conc Roof, Props & Accessories 10 10OCT17 23OCT17 0
 163 Fire Protection Standpipe & Accessories 15 24OCT17 13NOV17 0
 168 Install Rope Frame & Anchor 5 24OCT17 30OCT17 0
 172 MEP's 15 24OCT17 13NOV17 0
 180 Install Railings & Gates 20 24OCT17 20NOV17 0
 191 Install Stairs 22 24OCT17 22NOV17 0
 161 Install Props 15 07NOV17 27NOV17 0
 196 Loose Laid Firebrick Floors 15 07NOV17 27NOV17 0
 157 Cleaning 5 23NOV17 29NOV17 0
 154 Burn Building Substantial Completion 0 0 0 0

TRAINING TOWER

198	Foundation Excavation	10	11APR17	24APR17	0
199	Building Foundation	10	25APR17	08MAY17	0
201	Masonry Walls	40	09MAY17	03JUL17	0
200	Concrete Floor Slabs & Rope Anchors	40	23MAY17	17JUL17	0
205	Install Steel Plate Windows & Hardware	30	23MAY17	03JUL17	0
202	Install Manholes	35	30MAY17	17JUL17	0
211	Install Breach Wall Prop	5	30MAY17	05JUN17	0
204	Install Steel Plate Doors & Hardware	30	06JUN17	17JUL17	0
206	Install Master Stream Closet Wall Plates	10	04JUL17	17JUL17	0

State of Connecticut DAS
 BURRVILLE FIRE TRAINING SCHOOL

Master Schedule
 01SEP16 Start Date

Legend:
 Early bar
 Progress bar
 Critical bar
 Start milestone point
 Finish milestone point


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 PDS ENGINEERING & CONSTRUCTION, INC.

Start date 01SEP15
 Finish date 27FEB18
 Data date 29JUL16
 Run date 03AUG16
 Page number 6A

Activity ID	Description	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	
Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	
208	Install Tower Roof & Accessories	10	18JUL17	31JUL17	0																	
207	Install Stairs	20	01AUG17	28AUG17	0																	
209	Install Rope Frame & Anchor	5	01AUG17	07AUG17	0																	
210	Install Railings & Gates	10	01AUG17	14AUG17	0																	
212	MEP's	20	01AUG17	28AUG17	0																	
213	Fire Protection Standpipe & Accessories	15	01AUG17	21AUG17	0																	
214	Cleaning	10	29AUG17	11SEP17	0																	
203	Training Tower Substantial Completion	0		11SEP17	0																	
DRAFTING PIT & FIRE PUMP BUILDING																						
215	Excavate for Drafting Pit	8	25APR17	04MAY17	0																	
221	Form & Pour 18" Foundation Slab w/Sump Pit	10	05MAY17	13MAY17	0																	
216	Form & Pour Drafting Pit Walls	15	19MAY17	08JUN17	0																	
218	Install Interior Piping & Ladder	7	09JUN17	19JUN17	0																	
226	Install Precast Wet Well and Connecting Pipe	5	09JUN17	15JUN17	0																	
224	Install Waterproofing System	7	16JUN17	26JUN17	0																	
217	Form & Pour Drafting Pit Roof & Hood Slabs	15	20JUN17	10JUL17	0																	
222	Foundation Drain	5	27JUN17	03JUL17	0																	
225	Backfill Tank	3	04JUL17	06JUL17	0																	
227	Install Pre-Manufactured Pump Building	15	07JUL17	27JUL17	0																	
219	Install Tarp, Handline Stand & Cover Plate	5	11JUL17	17JUL17	0																	
223	Install Intake Pipe	5	11JUL17	17JUL17	0																	
220	Drafting Pit / Fire P Bldg Substantial Completion	0		27JUL17	0																	
REHAB SHED																						
228	Excavate Pavillion Footings	5	17MAY17	23MAY17	0																	
229	Form & Pour Footings	10	24MAY17	06JUN17	0																	
231	Pea Stone Surfacing	3	07JUN17	09JUN17	0																	
230	Erect Pavillion	15	15JUN17	05JUL17	0																	
232	Install Water Fountain	5	06JUL17	12JUL17	0																	
233	Install Outlets	10	06JUL17	19JUL17	0																	
234	Rehab Shelter Substantial Completion	0		19JUL17	0																	
STARTUP & COMMISSIONING																						
105	Testing, Adjusting & Balancing	15	14NOV17	04DEC17	0																	
120	Startup & Owner Training	15	05DEC17	25DEC17	0																	

State of Connecticut DAS
BURRVILLE FIRE TRAINING SCHOOL

Start date 01SEP15
 Finish date 27FEB18
 Data date 29JUL16
 Run date 09AUG16
 Page number 7A



ADS
 PDS ENGINEERING &
 CONSTRUCTION, INC

Master Schedule
 01SEP16 Start Date

Early bar

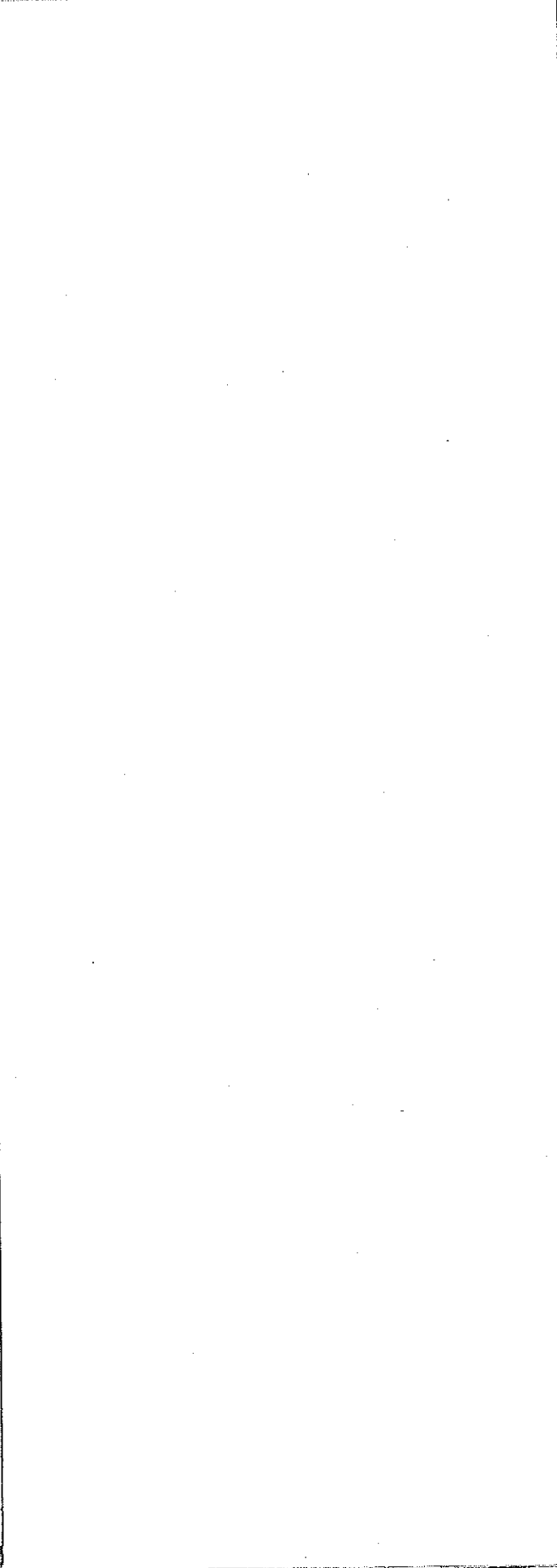
Progress bar

Critical bar

Start milestone point

Finish milestone point

Activity ID	Description	2017		2018		2019		2020				
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
42	Commissioning											
CLOSEOUT												
TURNOVER TO OWNER												
47	Obtain C.O.											
41	Final Cleaning											
44	Final Inspections											
46	Punch List											
43	Owner Occupancy & Fit-Up											
54	Closeout Documents											
45	Final Completion											



<p>Start date 01SEP15</p> <p>Finish date 27FEB18</p> <p>Data date 29JUL16</p> <p>Run date 03AUG16</p> <p>Page number 8A</p>	<p>Early bar</p> <p>Progress bar</p> <p>Critical bar</p> <p>Start milestone point</p> <p>Finish milestone point</p>
<p>Master Schedule</p> <p>01SEP16 Start Date</p>	
<p>State of Connecticut DAS</p> <p>BURRVILLE FIRE TRAINING SCHOOL</p>	
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DESIGN-BUILD AGREEMENT

APPENDIX B

Design-Builder's Proposal

For

**Expansion of Burrville Regional Fire School
606 Burr Mountain Road
Torrington, CT**

Project No. **BI-FP-013-2 DB**

Total Cost Proposal Form
Connecticut Department of Administrative Services (CT DAS)
Connecticut Division of Construction Services (CT DCS)

This Total Cost Proposal Form must completely filled out be submitted in a SEALED ENVELOPE, (See D-B RFP Volume 1, Section 00 24 19.1 Project Scope, Proposal Submittal Requirements, Evaluation, And Selection Procedures - DB and delivered to State Office Building, Division of Construction Services, Office of Design & Construction, Process Management Unit - Room 478, 165 Capitol Avenue, Hartford, Connecticut 06106 prior 1:00 P.M. by the designated Due Date stated in the D-B RFP and thereafter publicly opened and read aloud in Room No. G-32 as stated in subsection 3.0 - Proposed Key Milestone Schedule in D-B RFP Volume 1, Section 00 24 19.1 Project Scope, Proposal Submittal Requirements, Evaluation - DB, And Selection Procedures of this RFP.

Project Number: BI-FP-013 -2 DB

Project Name: Expansion of the Burrville Regional Fire Training School

Project Location: 606 Burr Mountain Road
Torrington, CT

The Proposer, named PDS Engineering & Construction, Inc. and hereinafter referred to as "the Proposer", with a principal place of business at 107 Old Windsor Road, Bloomfield, CT 06002

is a(n)* Major General Contractor

existing under the laws of the State of Connecticut, and proposes to do

business as Design Builder General Contractor

with the State of Connecticut, hereinafter referred to as "the State".

(* Corporation, partnership, joint venture, individual, etc.)

Section 00 24-19.01 Project Scope, Proposal Submittal Requirements, Evaluation, And Selection Procedures

1.0 Acknowledgements:

I (We) acknowledge and agree to the following:

1.1 General:

In accordance with CGS § 24(b) and the requirements of DB Request For Proposals for the above referenced Project, I (We) propose to furnish the labor and/or materials, installed as required for the project named and numbered on this DB Total Cost Proposal Form, submitted herein, furnishing all necessary, all design services, equipment, machinery, tools, labor and other means of construction, and all materials specified in the manner and at the time prescribed strictly in accordance with the provisions of all of the requirements of the Contract Documents including, but not limited to, the D-B Request For Proposals, including but not limited to, Sections 00 24 19.1 Project Scope, Proposal Submittal requirements, Evaluation and Selection Procedures - DB, 00 53 D-B Agreement, 00 73 43 General Conditions - DB, Division 01 General Requirements - DB Capital Projects, specifications and/or drawings together with all addenda issued and received prior to the scheduled closing time for the receipt of the Proposals and in conformity with requirements of the Awarding Authority and any laws or Departmental regulations of the State of Connecticut or of the United States which may affect the same, for and in consideration of the price(s) stated on this said Total Cost Proposal Form. For the purposes of this Form the terms "Contractor", "Bidder", or "Proposer" shall mean "Design-Builder".

1.2 Total Cost Proposal Form:

The Proposer Lump Sum Total Cost Proposal submitted on the Total Cost Proposal Form includes all work indicated in the Contract Documents, and DB Request For Proposals without any exceptions, clarifications, or exclusions. Submission of any exceptions, clarifications and/or exclusions may result in the Design-Builder's Proposal being deemed Not Responsive.

- 1.3 **Total Cost Proposal Worksheet:**
To complete and submit 00 43 53.1 Total Cost Proposal Worksheet - DB with this Total Cost Proposal Form and failure to comply with any portion of this requirement will be cause for rejection of your Proposal.
- 1.4 **Request for Proposal (RFP) Compliance:**
That the Proposer is in compliance with the "D-B Request for Proposal" for the above Project and has examined all of the Contract Documents, all supplementary documents and addenda, and understands the availability of materials, labor and other resources, and hereby proposes to furnish all design services, labor and other resources, materials, equipment and all other aspects required for the project in accordance with the proposal documents of which this form is a part.
- 1.5 **Selection Interview Participation:**
To make one or more presentations to a Award/Selection Panel.
- 1.6 **Provide Additional Information:**
To provide, at any time, including but not limited to contract negotiations, when requested by the State, additional project cost information, and Design/Builder's financial statement data will be provided.
- 1.7 **Hold Total Cost Proposal Price:**
To hold the Total Cost Proposal price for ninety (90) calendar days after the date of the CT DCS Conditional Selection Letter, and;
1.7.1 To hold the Total Cost Proposal price for any additional calendar days caused by any delays in receive Bond Funds and/or the Proposer's submittal of supplemental and supporting documents and required by, but not limited to, the Connecticut Department Of Administrative Services, Division of Construction Services, Connecticut Department Of Labor, Connecticut Commission on Human Rights and Opportunities, and Connecticut Office of the Attorney General.
1.7.2 The Proposer and the State may mutually agree to further extensions of additional time, and;
1.7.3 The Conditionally Selected Proposer is required to submit all supplemental and supporting submittal documents as by the State of Connecticut and; if there are any delays in the receipt of a supplemental and supporting submittal documents then the Total Cost Proposal price shall remain valid for the same additional number of calendar days as the delay. Example: If a supplemental and supporting document is submitted four (4) calendar days later; then the Total Cost Proposal price shall remain valid for ninety-four (94) calendar days.
- 1.8 **Proposal Submittal Document Schedule:**
To provide all of the Proposal Submittal Documents listed in the "Proposal Document Submittal Schedule" of this Total Cost Proposal Form within the stipulated calendar days.
- 1.9 **Connecticut Freedom of Information Act ("FOIA"):**
The Proposer understands that due regard will be given for the protection of proprietary or confidential information contained in all proposals received. However, Proposers should be aware that all materials associated with the procurement are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all rules, regulations and interpretations resulting therein will not be sufficient for Proposers to merely state generally that the proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages, or sections that a Proposer believes to be exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with Section 1-19 (b) of the FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Proposer that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above cited statute.
- 1.10 **Commencement and Progress of the Work: (Section 00 52 53 Design-Build Agreement)**
The Design Builder agrees that they shall commence Work for the Design & Construction of this Project on the Project Start Date indicated in a written "Notice Proceed" issued by the Commissioner or the authorized representative and continue for Four Hundred and Twenty-five, (425) Calendar Days to Substantial Completion.
- 1.11 **Liquidated Damages – Substantial Completion: (Section 00 52 53 Design-Build Agreement)**
The Proposer will accept an assessment of liquidated damages in the amount of (\$1,010.00), One Thousand and Ten Dollars per day for each Calendar Day beyond established Substantial Completion Date that the Design-Builder fails to achieve Substantial Completion.

1.12 **Liquidated Damages – Post Substantial Completion:** (Section 00 52 53 Design-Build Agreement)
The Proposer will accept an assessment of liquidated damages in the amount of (\$810.00), Eight Hundred and Ten Dollars per day for each Calendar Day beyond the ninety (90) Calendars Days of the established Substantial Completion Date that the Design-Builder fails to complete all of the Work required of the Acceptance of the Work.

1.13 **Addenda / Addendum:**

The Design/Builder states that this Proposal includes 1 Addenda / Addendum.

1.14 **Objective Criteria for Evaluating Proposers:**

All Proposals must meet the requirements of Section 00 24 19.1 Project Scope, Proposal Submittals, Evaluation And Selection Procedures - DB for the DB Sealed Total Cost Proposal Components in addition to the requirements of Section 00 24 19.1 Project Scope, Proposal Submittals, Evaluation And Selection Procedures for the D-B Sealed Total Cost Proposal Components.

1.15 **Nondiscrimination and Labor Recruitment:**

I (we) agree that the Contract awarded for this project shall be subject to Executive Orders No. Three & Seventeen, promulgated June 16, 1971 and February 15, 1973, respectively, and to the Guidelines and Rules of the State Labor Commissioner implementing Executive Order No. Three and further agree to submit reports of Compliance Staffing on Labor Department Form E.O. 3-1, when and as requested.

1.15.1 Executive Order No. Three is superseded by the Connecticut General Statutes 4a-60 and 4a-60a and the Commission on Human Rights Regulations (CHRO), section 46a-68j-21 through 46a-68j. The CHRO Regulations are available at the CHRO Website: www.ct.gov/chro/ and Phone: 860.541.3400.

1.16 **Confidentiality of Documents:**

1.16.1 The undersigned agrees that if not selected as the Design-Builder for this project, all plans and specifications in their possession for the project shall be destroyed.

1.16.2 The undersigned agrees that if selected as the Design-Builder for this project:

- 1 The plans and specifications shall not be disseminated to anyone except for construction of this project.
- 2 The following provision shall be included in all of its contracts with professional design consultants, design sub-consultants, contractors, and subcontractors.
"Any and all drawings, specifications, maps, reports, records or other documents associated with the contract shall only be utilized to the extent necessary for the performance of the work and duties under this Agreement. 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 Agreement. No other disclosure shall be permitted without the prior written consent of the Division of Construction Services. When any such drawings, specifications, maps, reports, records or other documents are no longer needed, they shall be destroyed."
- 3 Upon completion of the construction and the issuance of a certificate of occupancy, the plans, and specifications shall be returned to the Division of Construction Services, or destroyed, or retained in a secure location and not released to anyone without first obtaining the permission of the Division of Construction Services.

2.0 **Department of Administrative Services (DAS) Pre-Qualification Certificates and Update Statements:** The DAS Contractor Prequalification Program (C.G.S §4a-100) requires all Contractors (DB Proposers) to apply on-line for a CT-DAS Pre-qualification Certificate and the CT - DAS Update Statement (as applicable) and to submit a hardcopy of the CT-DAS Pre-qualification Certificate and the CT - DAS Update Statement (as applicable) for the Design-Builder with their Section 00 42 53 D-B Cost Proposal Form - DB for the CT DAS Contractor Classification for this Project as shown below: For more information about DAS Prequalification submittal requirements see Section 00 24 19.1 of this D-B RFP.

CT DAS Contractor Classification: General Building Construction (Group A)

2.1 **Named Subcontractor - CT DAS Pre-qualification Certificate and Update Statement:** In accordance with CGS § 4a-100 a Named Subcontractor is Substantial Subcontractor when a person performs work with a value in excess of five hundred thousand dollars (\$500,000) for a Contractor (Design-Builder) pursuant to a contract for work for the state which is estimated to cost more than five hundred thousand dollars (\$500,000).

- 2.1.1 The Design-Builder's Named Subcontractors that are Substantial Subcontractors apply on-line for a CT-DAS Pre-qualification Certificate and the CT - DAS Update Statement (as applicable) and submit a hardcopy of the CT-DAS Pre-qualification Certificate and the CT - DAS Update Statement (as applicable) for the Design-Builder with their Section 00 42 53 D-B Cost Proposal Form for the CT DAS Contractor Classification for this Project as shown above: For more information about DAS Prequalification submittal requirements see Section 00 24 19.1 of this D-B RFP.
- 2.2 Connecticut Major Contractor's License: For all CT DCS projects designated CT DAS Contractor Classification Group A, Group B, Group C or Projects That Exceed Threshold Limits of C.G.S. §29-276b the D-B Proposer must submit a Connecticut Major Contractor's License issued by the Connecticut Department of Consumer Protection with the Section 00 42 53 CMR Cost Proposal Form - DB.
- 3.0 State of Connecticut Prevailing Wage Rates:
- 3.1 Prevailing Wage Rates (CGS 31-53): The Commissioner of CT Department Of Labor (DOL) shall determine the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of such employee to any employee welfare fund, as defined in subsection §31-53, in each locality where any such public work is to be constructed. The Prevailing Wage Rates are for the duration this Project's Contract Time and are in Section 00 43 23.1 Prevailing Wage Rates - DB of this D-B-RFP.
- 3.2 Annual Adjustments To Wage Rates (CGS §31-55a): In accordance with CGS §31-55a, as amended, each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor. Annual adjusted Prevailing Wage Rates will not be considered a matter for a Agreement Amendment with CT DCS.
- 4.0 Federal Executive Order No. 11246 (as amended) - Equal Employment Opportunity (EEO) and Nondiscrimination in Employment by Government Contractors and Subcontractors:
During the performance of this contract the Proposer and their General Contractor and Subcontractors agree to comply with all of the requirements of Federal Executive Order No. 11246 (as amended). See the U.S. Department of Labor Website for more information: www.dol.gov.
- 5.0 Insurance:
The limits of liability for the Insurance required for this project shall be as required by Article 9, Indemnity and Insurance of Section 00 52 53 Design-Build Agreement (See Section 00 50 00 Contracting forms & Supplements).
- 5.1 Additional Insurance Requirements: In addition to the insurance required by Section 00 52 53 Design-Build Agreement the Proposer shall provide the following insurance for this project:
- 5.1.1 Commercial General Liability - XCU: For Explosion, Collapse, and Underground Damage.
- 6.0 Connecticut Set-Aside Program Requirements:
In accordance with the requirements of CGS § 4a-60g, (f) the Design/Builder for this project shall comply with the following requirements:
- 6.1 The Proposer for this Project shall award not less than (25%) of the total Contract Price to contractors who are certified and eligible to participate in the State of Connecticut's "Small Contractor's" set-aside program, including (25%) of this amount (or 6.25% of the total Contract Price to be awarded to certified and eligible "Minority Businesses Enterprises" (MBE). See Section 00 61 39.1 Set-Aside Contractor Schedule - DB.
- 6.2 This requirement must be met even if the Proposer is certified and eligible to participate in the Small Business Set-Aside Program: For more information see the CT CHRO Website: www.ct.gov/chro/.
- 6.3 The Proposer shall also submit DAS Prequalification and Update Statements, with the DAS Construction Classification as stated in Subsection 2.0 of Section 00 42 53 Total Cost Proposal Form for all "Named Subcontractors" that are "Substantial" subcontractors whose subcontract exceeds five hundred thousand dollars (\$500,000).
- 6.4 Design-Build Projects:
In accordance with the requirements of CT CHRO:
"When projects are design/build (or similar as in multi-phase contracts) where subcontractors are solicited for bids at different stages of the project, Contractors must file a CHRO Affirmative Action Plan (AAP) Format by week, month, or quarter (as determined by CHRO) listing all S/MW/DBE's subcontractors with whom contracts have been signed during that period. These reports must be filed until the Contractor has provided evidence that the set-aside requirements for the project have been met." For more information see the CT CHRO Website: www.ct.gov/chro/.

7.0 Design/Builder's Contractor and Subcontractor Qualification Questionnaires:
The Proposer shall complete and submit a 00 45 16.1 Contractor Qualification Questionnaire - DB and submit 00 45 17.1 Named Subcontractor's Qualification Questionnaires D-B for each Named Subcontractor listed in this Total Cost Proposal Form and as required by 00 24 19.1 Project Scope, Proposal Submittal Requirements, Evaluation And Selection Procedure - DB.

- 7.1 All of the required D-B Qualification Questionnaires will be considered as part of your Total Cost Proposal Form and failure to comply with any portion of this requirement will be cause for rejection of your Proposal.
- 7.2 Information in regards to the submittal Design/Builder's General Contractor and Named Subcontractor Qualifications Questionnaires is made part of this Total Cost Proposal Form. Note: Individual Technical Specification Sections from the RFP may contain Contractor and/or Named Subcontractor Qualification requirements that exceed those in Section 00 45 13.1 Objective Criteria For Evaluating Qualifications of Proposers - DB.

8.0 Total Cost Proposal Form Submittal:
This Total Cost Proposal Form is submitted and in compliance with the foregoing and following conditions and/or information:

- 8.1 Instructions To Proposers and Objective Criteria for Evaluating Qualifications of Proposers:
All Total Cost Proposals shall also be subject to provisions of Section 00 21 16.1 Notice To Proposers - DB and Section 00 45 13.1 Objective Criteria for Evaluating Qualifications of Proposers - DB for the purpose of award and consideration shall be given only to Proposals submitted by qualified and responsible Proposers.
- 8.2 Total Cost Proposals Are Not Transferable:
The Proposer agrees that Total Cost Proposals are not transferable to other proposers and must be submitted in the same name as used on the proposer's professional credentials, business credentials, insurance requirements, affidavits, and certifications, and prequalification statements.

9.0 Total Cost Proposal:
Written Amount ELEVEN MILLION FIVE HUNDRED FORTY THOUSAND Dollars

Figure Amount \$

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(Place Figure Amount In Appropriate Boxes.)

Discrepancies:
In the event of any discrepancy between the amount written in words and the amount written in numerical figures, the amount written in words shall be controlling.

- 9.1 Discrepancies:
In the event of any discrepancy between the amount written in words and the amount written in numerical figures, the amount written in words shall be controlling.

10.0 Named Subcontractors:
List the names and prices of the Named Subcontractor that will perform the he Classes of Work listed in Table 10.0 estimated to exceed Twenty-Five Thousand dollars (\$25,000). Any Named Subcontractor as listed in Table 10.0 of this Total Cost Proposal Form is required to complete Section 00 45 17.1 Named Subcontractor's Qualification Questionnaires - DB for each Named Subcontractor listed. All Named Subcontractors required to be listed on Table 10.0 shall be required to submit CT DAS Pre-qualification Certificate and Update Statements for each Named Subcontractor that corresponds to the CT DAS General Building Construction Classification stated in paragraph 2.0 of this Total Cost Proposal Form with their Named Subcontractor's Qualification Questionnaires D-B. This information will be considered as part of your Total Cost proposal Form and failure to comply with any portion of this requirement will be cause to reject your Proposal.

- 10.1 Name of Subcontractor (The Design-Builder shall Name the Subcontractor with the largest Proposed Subcontract Value for each Class of Work);
- 10.2 Proposed Value of Subcontract (Amount Dollars);
- 10.3 Labor & Material Payment Bond (Percentage);
- 10.4 Performance Bond (Percentage);
- 10.5 Total Value of Class of Work (Amount Dollars).

Table 10.0 - Named Subcontractor Classes of Work	
Classes of Work Descriptions:	Named Subcontractors Information:
Masonry Work: Name of Masonry Subcontractor:	Civitillo Masonry
Proposed Value of Masonry Subcontract:	\$ 636,000
Labor & Material Payment Bond:	100 %
Performance Bond:	100 %
Proposed Total Value of Masonry Class of Work:	\$ 650,000
Electrical Work: Name of Electrical Subcontractor:	Electrical Energy Systems Corp
Proposed Value of Electrical Subcontract:	\$ 558,000
Labor & Material Payment Bond:	100 %
Performance Bond:	100 %
Proposed Total Value of Electrical Class of Work:	\$ 560,000
Mechanical Work: (except HVAC) Name of Subcontractor:	Performance Plumbing & Heating
Proposed Subcontract Price:	\$ 1,165,000
Labor & Material Payment Bond:	100 %
Performance Bond:	100 %
Proposed Total Value of Mechanical Class of Work:	\$ 1,190,000
HVAC: Name of Subcontractor:	Performance Plumbing & Heating
Proposed Subcontract Price:	\$ 495,000
Labor & Material Payment Bond:	100 %
Performance Bond:	100 %
Proposed Total Value of HVAC Class of Work:	\$ 495,000

Note:
 Failure of a Design-Builder to properly complete the above Table 10.0 according to the Instructions may be cause for rejection of the DB Proposal.

11.0 DB Proposal Statements:

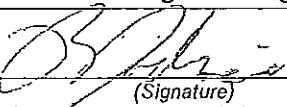
11.1 Non-collusion Statement:

I (we), the undersigned, hereby declare that I am (we are) the only person(s) interested in the Proposal and that it is made without any connection with any other person making any Proposal for the same work. No person acting for, or employed by, the State of Connecticut is directly or indirectly interested in this Proposal, or in any Contract which may be made under it, or in expected profits to arise therefrom. This Proposal is made without directly or indirectly influencing or attempting to influence any other person or corporation to submit a Proposal or refrain from submitting a Proposal or to influence the amount of the Proposal of any other person or corporation. This Proposal is made in good faith without collusion or connection with any other person submitting a Proposal for the same work and this proposal is made with distinct reference and relation to the Request for Proposals prepared for this Contract. I (we) further declare that in regard to the conditions affecting the Work to be done and the design, labor and materials needed, this Proposal is based solely on my (our) own investigation and research and not in reliance upon any representations of any employee, officer or agent of the State.

11.2 Evaluation Methodology Acceptance Statement:

The DB Proposer's submission of their Design-Build "Qualitative Components" and "Sealed Total Cost Components" Proposals in response to this D-B RFP indicates the Proposer's acceptance of the State's Evaluation Methodology set forth in this DB RFP and the recognition that the subjective judgments must be made by the State during the evaluation process and in its final selection. By submitting this Total Cost Proposal, I (we), the undersigned, hereby declare that I am (we are), has accepted the CT DCS Evaluation Methodology.

Name of Proposer: PDS Engineering & Construction, Inc. 9/10/2015
(Name) (Date)

*Proposer's Signature:  Title: President
(Signature) (Title)

* Attach corporate resolution or power of attorney, if appropriate.

Proposer's Address: Bloomfield Connecticut 06002
(City) (State) (Zip Code)

12.0 Connecticut Major Contractor's License:

For all CT DAS/DCS Design-Build projects designated CT DAS General Building Construction Classification Group A, Group B, Group C or Projects That Exceed Threshold Limits of C.G.S §29-276b the Proposer must submit a Connecticut Major Contractor's License issued by the Connecticut Department of Consumer Protection for their General Contractor and all Named Subcontractors with this Total Cost Proposal Form.

13.0 Proposer Information:

Firm Federal Employer Identification Number: 06-0811617

Firm CT Tax-Registration Number: 0661660-000

Firm Address: 107 Old Windsor Road
(Street)

Bloomfield
(City/Town)

CT
(State)

06002
(Zip Code)

Telephone Number: 860-242-8586

FAX Number: 860-242-8587

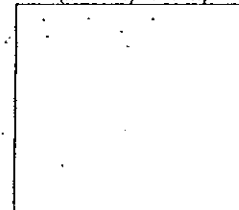
Email Address: stan.sheppard@pdsec.com

Type of Business Entity (check one):

- Corporation
- Limited Liability Corporation (LLC)
- Partnership
- Sole Proprietor

Doing Business As (d/b/a)?
If yes, provide complete name below:

Corporate Seal
(If a Corporation)



Provide Exact Wording on Corporate Seal below:

PDS Engineering & Construction, Inc.

This Proposal submission is only for Design-Builders who are currently have the DAS following Certification:

CT DAS Contractor Classification: General Building Construction (Group A)

The Conditionally Selected Proposer shall submit all supporting documents within the calendar day time limits noted in the "Proposal Document Submittal Schedule" of this Total Cost Proposal Form. If there are any delays in the receipt of these materials then the Proposal shall remain valid for the same additional number of calendar days. For example, since, the Conditionally Selected Proposer shall be required to hold their Proposal price for ninety (90) calendar days and any extensions caused by the Proposer's delays in required submissions, if materials are submitted four (4) days later; then the Proposal shall remain valid for ninety-four (94) days.

14.0 Proposal Document Submittal Schedule:

14.1 Documents To Be Either Submitted With This Total Cost Proposal Form - DB
And/or Uploaded to the DAS Website:
Failure to Submit or Upload any of the Items Numbered 1 through 7 shall cause rejection of the Design
Builder's Sealed Total Cost Proposal Components and shall not be considered a minor irregularity.

Item No.:	Document Number	Document Name / Description	This Column For State Use Only
1.0	00 42 53.1	Total Cost Proposal Spreadsheet - DB:	<input checked="" type="checkbox"/>
2.0	00 45 16.1	Contractor Qualification Questionnaire - DB:	<input checked="" type="checkbox"/>
3.0	00 45 17.1	Named Subcontractor's Qualification Questionnaire - DB:	<input checked="" type="checkbox"/>
4.0	—	DAS Pre-qualification Certificate (Contractor and Named Subcontractors (That are classified as "Substantial Subcontractors") See www.das.state.ct.us for required form(s).	<input checked="" type="checkbox"/>
5.0	—	DAS Update Statement(s): See www.das.state.ct.us for required form(s).	<input checked="" type="checkbox"/>
6.0	—	Connecticut Major Contractor's License: For Projects designated in Section 00 24 19.1, Project Scope, Proposal Submittal Requirements, Evaluation And Selection Procedures DB, of this DB RFP as "Exceeding the Threshold Limits" must meet C.G.S §20-341gg Registration of Major Contractors. See Article 1 of Section 00 21 16.1 Instructions To Proposers - DB.	<input checked="" type="checkbox"/>
7.0	—	Ethics Affidavit (Regarding State Ethics) (New July 1, 2005): Upload the following to the DAS Website prior to, or at the time of Proposal Submittal, See www.das.state.ct.us for required form(s).	<input checked="" type="checkbox"/>
8.0	—	Gift and Campaign Contribution Certification: Upload the following to the DAS Website prior to, or at the time of Proposal Submittal. See www.das.state.ct.us for required form(s).	<input checked="" type="checkbox"/>
9.0	—	Connecticut Major Contractor's License: For all CT DCS projects designated CT DAS Contractor Classification Group A, Group B, or Group C or Projects That Exceed Threshold Limits of C.G.S §29-276b the DB Proposer must submit a Connecticut Major Contractor's License issued by the Connecticut Department of Consumer Protection with the Section 00 42 53 CMR Cost Proposal Form - DB. See Article 1 of Section 00 21 16.1 Instructions To Proposers - D-B for specific requirements.	<input checked="" type="checkbox"/>
10.0	—	Office of Policy and Management (OPM) Form 7 - Iran Certification: This form must always be submitted with the D-B Proposal. See Article 2 of Section 00 21 16.1 Instructions To Proposers - (DB for specific requirements.	<input checked="" type="checkbox"/>
11.0	00 40 14.1	Certificate (of Authority): (see CT DCS Library on the DCS Website www.ct.gov/dcs)	<input checked="" type="checkbox"/>

15.0 CT DCS Conditional Selection Letter Document Submittals:

The Conditionally Selected Design-Builder shall be notified in a "Conditional Selection Letter" of additional Submittal Requirements. The Conditional Selection Letter shall also notify the Design-Builder of certain affidavits and certifications require to be provided to CT DCS at the time the DB Agreement is executed.

END

Section 00 42 53
Total Cost Proposal Form - DB

Division No.	Description	Division Cost Subtotals
01	General Requirements	\$ 1,980,000 -
02	Existing Conditions	\$ 20,000 -
03	Concrete	\$ 1,500,000 -
04	Masonry	\$ 650,000 -
05	Metals	\$ 675,000 -
06	Wood, Plastics, and Composites	\$ 100,000 -
07	Thermal and Moisture Protection	\$ 575,000 -
08	Openings	\$ 300,000 -
09	Finishes	\$ 400,000 -
10	Specialties	\$ 75,000 -
11	Equipment	\$ 300,000 -
12	Furnishings	\$ 20,000 -
13	Special Construction	\$ 600,000 -
14	Conveying Equipment	\$ 100,000 -
21	Fire Suppression	\$ 400,000 -
22	Plumbing	\$ 495,000 -
23	Heating, Ventilating, and Air Conditioning (HVAC)	\$ 1,190,000 -
26	Electrical	\$ 560,000 -
27	Communications	\$ <i>Included in Elec.</i>
28	Electronic Safety and Security	\$ <i>" " " "</i>
31	Earthwork	\$ 1,600,000 -
32	Exterior Improvements	\$ <i>Included in Site</i>
33	Utilities	\$ <i>" " " "</i>
Total Cost:		\$ 11,540,000

Note: This Total Cost Spreadsheet is the basis of the cost evaluation process as represented by the Total Cost in the Total Cost Proposal Statement. "Total Cost" includes Design, Construction, and all Of The Requirements of this D-B RFP.

End

Section 00 42 53.1 - Total Cost Proposal Spreadsheet - DB

State of Connecticut
 Department of Administrative Services (DAS) Contractor Prequalification
Update (Bid) Statement
 (Statement to be included with the bid)

Connecticut General Statute §4a-100 and Connecticut General Statute §4b-91

Each bid submitted for a contract shall include a copy of a prequalification certificate issued by the Commissioner of Administrative Services. The bid shall also be accompanied by an update bid statement in such form as the Commissioner of Administrative Services prescribes. The form for such update bid statement shall provide space for information regarding all projects completed by the bidder since the date the bidder's prequalification certificate was issued or renewed, all projects the bidder currently has under contract, including the percentage of work on such projects not completed, the names and qualifications of the personnel who will have supervisory responsibility for the performance of the contract, any significant changes in the bidder's financial position or corporate structure since the date the certificate was issued or renewed, any change in the contractor's qualification status, and such other relevant information as the Commissioner of Administrative Services prescribes. Any bid submitted without a copy of the prequalification certificate and an update bid statement shall be invalid. Any public agency that accepts a bid submitted without a copy of such prequalification certificate and an update bid statement, as required by this section, may become ineligible for the receipt of funds related to such bid.

Name of Project that company is bidding on: Expansion of the Burrville Regional Fire Training School

Project Number: BI-FP-013-2DB

Name of Company: PDS Engineering & Construction, Inc.

FEIN: 06-0811617

Company Address: 107 Old Windsor Road, Bloomfield, CT 06002

Prequalification Contact: Ronald Jodice **Telephone Number: 860-242-8586**

Date of Prequalification with the DAS: 10-3-2014 **Single Limit: 95,000,000** **Aggregate Work Capacity (AWC): 155,000,000**

*** Remaining Aggregate Work Capacity: 122,386,567**

* This amount equals your company's AWC minus the Total \$ Amount of Work Remaining.

Please list all of your company's BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) WHICH WERE 100% COMPLETED SINCE THE DATE YOUR PREQUALIFICATION WAS ISSUED OR RENEWED: (Please add additional page(s) if required)

Name of Project	Owner of Project	Date Project Completed	Total Contract Amount
Attached On Separate Sheet			

Please list all of your company's BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) CURRENTLY UNDER CONTRACT:
 (Please add additional page(s) if required. Please total the Work Remaining column)

Name of Project	Owner of Project	Total Contract Amount	% Complete	Work Remaining (\$)
Attached On Separate Sheet				
Total \$ Amount of Work Remaining				→

Please list the names and titles of the personnel who will have supervisory responsibility for the performance of the contract being bid on:
 (Please add additional page(s) if required)

Individual Name	Title of Individual
Ronald Jodice	President
William Jodice	Vice President
Frank Borawski	Vice President

Have there been any changes in your company's financial condition or business organization, which might affect your company's ability to successfully complete this contract?

Yes No

If yes, please explain:

I certify under penalty of law that all of the information contained in this Update (Bid) Statement is true and accurate to the best of my knowledge as of the date below.



Signature

9-15-2015

Date

It is the responsibility of the Awarding Authority to determine if any of the information provided above will impact the contractor's performance on this project.
 The DAS' Contractor Prequalification Program can be reached at (866) 713-5280

PDS Engineering & Construction
 Work In Progress - Bonded

<u>Project Description</u>	<u>Owner</u>	<u>Total Contract Amount</u>	<u>% Complete</u>	<u>Amount of Work Remaining By Applicant</u>
EB AFC	Electric Boat Corp	\$ 26,857,739	27.00%	\$ 19,606,149
Conte School	Town of North Adams MA	\$ 22,688,882	75.00%	\$ 5,672,221
Southwick Schools	Southwick-Toiland-Granville, MA BC	\$ 22,036,315	96.00%	\$ 881,453
EB Building 2003	Electric Boat Corp	\$ 3,380,490	57.00%	\$ 1,453,611
Total				\$ 27,613,433
			remaining agg work cap	\$ 122,386,567

COMPLETED SINCE LAST UPDATE

<u>Project Description</u>	<u>Owner</u>	<u>Date Project Completed</u>	<u>Total Contract Amount</u>
US Tsubaki design & Construction	US Tsubaki	10/31/2014	\$ 1,288,430
Washington DPW	Washington Town Garage	11/30/2014	\$ 1,588,707
Polarmer Precision	Polarmer LLC	12/31/2014	\$ 10,287,921
UMASS Dubois Library	University of MA Amherst	6/30/2015	\$ 8,554,440
Monson Police/Town Offices	Town of Monson, MA.	3/15/2015	\$ 8,692,216
Woodbridge DPW	Town of Woodbridge CT, DPW	3/15/2015	\$ 5,234,525

STATE OF CONNECTICUT * DEPARTMENT OF CONSUMER PROTECTION

Be it known that

PDS ENGINEERING AND CONSTRUCTION

107 OLD WINDSOR RD

BLOOMFIELD, CT 06002-1400


is certified by the Department of Consumer Protection as a

MAJOR CONTRACTOR

Registration # MCO 0900152

Effective: 07/01/2015

Expiration: 06/30/2016


Jonathan A. Harris, Commissioner



STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
- I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

*The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website.

Ronald Jodice
 Signature

9-10-2015
 Date

Ronald Jodice
 Printed Name

President
 Title

PDS Engineering & Construction, Inc.
 Firm or Corporation (if applicable)

107 Old Windsor Road
 Street Address

Bloomfield
 City

CT 06002
 State Zip

 Awarding State Agency



STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2)

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE: Initial Certification 12 Month Anniversary Update (Multi-year contracts only.)
 Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding Gifts by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a Gift to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any campaign contributions to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that all lawful campaign contributions that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
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N/A				

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
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N/A				

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

PDS Engineering & Construction, Inc.

Ronald Jodice

Printed Contractor Name

Printed Name of Authorized Official


Signature of Authorized Official

Subscribed and acknowledged before me this 10th day of September, 2015.


Commissioner of the Superior Court (or Notary Public)

9/31/17
My Commission Expires



STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: PDS Engineering & Construction, Inc.

INSTRUCTIONS:

CHECK ONE: Initial Certification. Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, the certification portion of this form must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

- Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box are not required to complete the certification portion of this form, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process.
 Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. CERTIFICATION required. Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;
2) "Respondent" means the person whose name is set forth at the beginning of this form; and
3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

- Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.
 Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

PDS Engineering & Construction, Inc. Ronald Jodice

Printed Respondent Name

Printed Name of Authorized Official

[Signature]
Signature of Authorized Official

Subscribed and acknowledged before me this 10th day of September, 2015.

[Signature]
Commissioner of the Superior Court (or Notary Public)

7/31/17
My Commission Expires

CERTIFICATE (of Authority)

I, Frank Borawski, Vice President & Secretary
(Signer's Name)¹ (Signer's Title)

of PDS Engineering & Construction, Inc., an entity lawfully organized and existing under the laws
(Name of Entity)

of Connecticut, do hereby certify that the following is a true and correct
(Name of State or Commonwealth)

copy of a resolution adopted on the 10th day of September, 20 15 by the governing body of
(Day)² (Month)² (Year)²

PDS Engineering & Construction, Inc., in accordance with all of its documents of governance and
(Name Of Entity)

management and the laws of Connecticut and further certify that such resolution has not
(Name of State or Commonwealth)

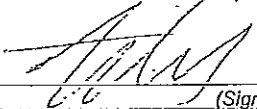
been modified, rescinded or revoked, and is at present in full force and effect.

RESOLVED: that Ronald Jodice, President
(Name and Title of Signer of Contract Documents)³

of PDS Engineering & Construction, Inc., is empowered and authorized, on behalf of the entity,
(name of entity)

to execute and deliver contracts and amendments thereto, and all documents required by the Governor, the Connecticut Department of Administrative Services, the Connecticut State Properties Review Board and the Office of the Attorney General associated with such contracts and amendments.

IN WITNESS WHEREOF, the undersigned has executed this certificate this 10th day of September, 20 15
(Day)⁴ (Month)⁴ (Year)⁴


(Signature)

Frank Borawski
(Print Name)

Vice President & Secretary
(Title)

1 - The signer of this certificate must be someone *other than* the signer of the contract documents *except for* a sole managing member of an LLC or the sole officer or sole principal of a corporation. *If* the signer is a sole managing member of an LLC, *then* along with this certificate the signer must provide a letter on company letterhead that indicates the signer is a sole member and managing member. *If* the signer is the sole officer or sole principal of a corporation, then the signer must provide with the certificate a letter on company letterhead setting forth this fact.

2 - This date must be on or before the date of signing of the contract document.

3 - This person shall sign the contract document and other required documents.

4 - This date must be on or after the date of signing of the contract documents.

FOR YOUR INFORMATION

Certificate (of Authority)	
What the Certificate is saying is that the organization authorized the signatory to sign the pertinent documents other than the Certificate (of Authority) and that, as of the date of execution of the CERTIFICATE (i.e., the date set forth in the "In Witness Whereof" blanks) there has been no change in that authorization.	
Instructions for completing the Certificate (of Authority)	
<u>The Certificate (Authority) to Accompany the Bid Proposal Form:</u>	
1. 1 st Paragraph:	
a.	First, enter the name and title of the individual signing the Certificate (of Authority).
b.	Second, enter the legal name of the entity (exactly as it is shown on the Secretary of State registry).
c.	Third, enter the name of the state or commonwealth the entity is registered in.
d.	Fourth, enter <u>the date the resolution was adopted</u> by the governing body. This date is on or before the date the Bid Proposal is signed.
e.	Fifth, enter the name of the state or commonwealth the entity is registered in.
2. 2 nd Paragraph:	
a.	First enter the name and title of the individual signing bid documents for the entity.
b.	Second, enter the legal name of the entity (exactly as it is shown on the Secretary of State registry).
3. Last Paragraph:	
a.	<u>Enter the Witness date. This date will likely be the date of execution of the Bid Proposal form. THE DATE SHOULD NOT BE BEFORE THE DATE OF EXECUTION OF THE BID PROPOSAL.</u>
<u>The Certificate (Authority) to Accompany the Contract:</u>	
4. 1 st Paragraph:	
a.	First, enter the name and title of the individual signing the Certificate (of Authority).
b.	Second, enter the legal name the entity (exactly as it is shown on the Secretary of State registry).
c.	Third, enter the name of the state or commonwealth the entity is registered in.
d.	Fourth, enter <u>the date the resolution was adopted</u> by the governing body. This date is on or before the date the Contract is signed.
e.	Fifth, enter the name of the state or commonwealth the entity is registered in.
5. 2 nd Paragraph:	
a.	First enter the name and title of the individual signing contract documents for the entity.
b.	Second, enter the legal name of the entity (exactly as it is shown on the Secretary of State registry).
6. Last Paragraph:	
a.	<u>Enter the Witness date. This date will likely be the date of execution of the CONTRACT. THE DATE SHOULD NOT BE BEFORE THE DATE OF EXECUTION OF THE CONTRACT.</u>

END
SECTION 00 40 14
CERTIFICATE (of Authority)

Contractor Qualification Questionnaire D-B
CT Department Of Administrative Services
Division of Construction Services

Project:

DCS Project Number:

BI-FP-013-2DB

Project Name:

*(From QBS Web Ad)*Burrville Regional Fire Training School

Project Location:

600 Burr Mountain Road, Torrington, CT

Brief Project Description:

*(From QBS Web Ad)*Design/Build**Purpose:**

All Proposers are required to file this document, properly completed, for their Contractor with their sealed 00 42 53 Total Cost Proposal Form D-B and with their Sealed Total Cost Proposal Components for this Project. Failure of a Proposer to answer any question or provide required information may be grounds for the awarding authority to disqualify and reject the proposal. If a question or request for information does not pertain to your organization in any way, use the symbol "NA" (Not Applicable). Use additional 8 1/2" x 11" sheets with your letterhead as necessary.

All Proposers are also required to attach a copy of all of their Contractor's DAS Pre-qualification Certificate and the DAS Update Certificate for the DAS General Building Construction Classification as stated in the their sealed 00 42 53 Total Cost Proposal Form D-B with their Sealed Total Cost Proposal Components for this Project. For all DPW-projects designated CT DAS General Building Construction Classification Group A, Group B or Group C the Proposer must submit a Connecticut Major Contractor's License issued by the Connecticut Department of Consumer Protection for their General Contractor with their Total Cost Proposal Form.

The Department of Construction Services reserves the right to request any additional or supplemental information necessary to complete its evaluation of a Proposer's qualification.

This document is used to provide information relating to the principal construction entities that will be engaged by the Proposer to implement this project if selected by the State. This is not a request for pre-qualification information. This information is intended to assist in determining general qualification of the Proposers.

1.0 Indicate exactly the name by which this organization is known:

PDS Engineering & Construction, Inc.

2.0 How many years has this organization been in business under its present business name?

26 Years

3.0 How many years has this organization been in business as a General Contractor?

50 Years

4.0 If this organization has not always been a Contractor, list the trade(s) that your firm customarily performed prior to the time that you became a General Contractor:

4.1 N/A

4.2

4.3

5.0 Indicate all other names by which this organization has been known and the length of time known by each name:

5.1 Pre-Designed Structures, Inc. = 24 Years

5.2

5.3

6.0 This firm is a: Corporation
 Partnership
 Sole Proprietorship
 Joint Venture
 Other. Identify:

7.0 If the organization is a corporation indicate the following:

7.1 Date of Incorporation: 9/20/1965

7.2 State of Incorporation: Connecticut

7.3 President's Name: Ronald Jodice

7.4 Vice-President's Name(s): William Jodice
Frank Borawski

7.5 Secretary's Name: Frank Borawski

8.0 Attach resumes of all supervisory personnel, such as Principals, Project Managers, and Superintendents, who will be directly involved with the project on which you are now a proposer. Indicate their construction related training, certifications and licenses and the number of years of actual construction experience. Indicate the number of years of this actual construction experience which were in a Supervisory capacity.

Please refer to booklets

9.0 List all work which the organization normally executes with its own forces: None

9.1

9.2

9.3

9.4

9.5

10.0 If the organization is an individual or a partnership answer the following: N/A

10.1 Date of Organization:

10.2 Name and Address of all partners (State whether general or limited partnership):

11.0 If the organization is other than a corporation or partnership, describe the organization and name its principals: N/A

12.0 List the states in which your organization is legally qualified to do business. Indicate category or trade and indicate registration or license numbers, if applicable. List states in which partnership or trade name is filed:

Connecticut: MCO 0900152

Massachusetts: 0647

13.0 Trade References: List names, addresses and telephone numbers of four firms with whom your organization has regular business dealings:

- Metallic Building Company, Jeff Mullaney, 781-828-0340
- Chief Industries, Dave Phelps, 308-379-1186
- The Litchfield Insurance Group, Gayleen Pont, 860-618-1102
- CMK Leed, Cynthia Kaplan, 860-338-7902

14.0 Bank References: List names, addresses and telephone numbers of the financial institutions used by your organization.

- TD Bank
- Tania Eaton, 860-666-4694
- 1133 Main Street
- Newington, CT 06111

15.0 Indicate the name, address and the agent of the Bonding Company normally used by your organization. Only those bonding companies approved by the U.S. Department of the Treasury and listed in the latest edition of the Treasury Department Circular 570 are acceptable to the State.

- Arthur J. Gallagher Risk Management Services, Inc.
- 10 Columbus Boulevard, Hartford, CT 06106
- Tim Deffley, 860-560-2766

16.0 Has your organization ever failed to complete any work awarded to you? If so, note when, where, and attach a separate sheet of explanation to this form.

No

17.0 Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a construction contract? If so, note who, when and where and attach a separate sheet of explanation to this form. No

18.0 Has your organization had any willful or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding D-B Proposal Submittal Due Date for this Project, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or Occupational Safety and Health Act of 1970?

Yes No

If yes, list and explain; indicate whether these were abated within the time fixed by the citation or whether the citation was appealed. If appealed, what is the status or disposition?

19.0 Has your organization had any criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?

Yes No

20.0 On a separate form, list and describe major construction projects your organization currently has in progress. See Attached

21.0 On a separate form, list and describe the significant projects your organization has completed in the past five years. See Attached

22.0 List all legal or administrative proceedings currently pending or concluded adversely within the last five years which relate to procurement or performance of any public or private construction contracts.

See Attached

- 23.0 Attach a current financial statement following this form, audited if available, including Contractor's latest balance sheet and income statement showing the following items:
- 23.1 Current Assets (e.g. cash, joint venture accounts, receivables, accrued income, deposits, materials inventory and prepaid expenses)
 - 23.2 Net Fixed Assets
 - 23.3 Other Assets
 - Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes)
 - 23.4 Other Liabilities (e.g., capital and capital stock, authorized and outstanding shares per values, earned surplus, and retained earnings)

Name of the firm preparing the financial statement and date of preparation:

Bagge, Cennamo & Pascoe, LLP

March 31, 2015

Is this financial statement for the identical organization named on the first page of this questionnaire? Yes No

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent, and subsidiary).

Will this organization act as guarantor of the contract for construction? Yes No

24.0 Dated at: 9/10/2015

Signed: This 10th Day of September, 20 15

Name of Organization: PDS Engineering & Construction, Inc.

Questionnaire Prepared By:

Name: Ronald Jodice

Title: President

Signature: [Handwritten Signature]

25.0 Notary Statement

Mr./Mrs./Ms:

being duly sworn

Deposes and says that he/she is the President of PDS Engineering & Construction, Inc.
(Position or Title)

PDS Engineering & Construction, Inc., and that the answers to the foregoing
(Firm Name)

Questions and all statements therein contained are true and correct.

Subscribed and sworn before me this 10th day of September, 20 15

Notary-Public: [Handwritten Signature]

My Commission Expires: 7/31/15, 20 15

END

Section 00 45 16.1

Contractor Qualification Questionnaire - (D-B)

PDS ENGINEERING & CONSTRUCTION, INC.												
Current Projects												
Project	Project Location	St	Work Category	Start Date	End Date	On Schedule	Contract Price	% Not Complete	Value of Work Incomplete	# Years Remaining	Annualized Value	Incomplete Work
14-045	EB AFC 2014	RI	CM at risk	10/31/2014	12/23/2016	Yes	\$28,857,738	65%	\$ 17,457,530	2	\$	8,729,765
14-018	Conla School	MA	General Contractor	4/7/2014	10/1/2015	Yes	\$23,094,215	15%	\$ 3,484,132	1	\$	3,484,132
15-034	EB Building 610 Renovation	CT	General Contractor	7/20/2015	12/18/2015	Yes	\$8,958,165	99%	\$ 6,787,603	1	\$	6,787,603
15-032	UMASS Amherst Data Center	MA	General Contractor	7/10/2015	12/18/2015	Yes	\$5,168,000	96%	\$ 4,961,280	1	\$	4,961,280
15-038	Tec Air New Hanger/Office	CT	General Contractor	7/29/2015	1/30/2016	Yes	\$4,398,771	100%	\$ 4,398,771	1	\$	4,398,771
14-046	EB BLDG 2003	RI	CM at risk	10/31/2014	12/23/2016	Yes	\$3,380,490	20%	\$ 676,088	2	\$	338,048
15-024	Skill Technical Training Facility	MA	General Contractor	7/27/2015	12/3/2015	Yes	\$2,078,000	100%	\$ 2,078,000	1	\$	2,078,000
15-011	Mitchell Selig Ford	CT	Design Builder	3/15/2015	4/1/2016	Yes	\$1,789,489	84%	\$ 1,503,171	1	\$	1,503,171
14-053	Advanced Auto	CT	General Contractor	12/15/2014	9/21/2015	Yes	\$1,103,230	2%	\$ 22,085	1	\$	22,085
14-042	TLD Ace 2014	CT	General Contractor	10/15/2014	12/1/2015	Yes	\$898,613	42%	\$ 293,417	1	\$	293,417
14-031	Eastern Communications	CT	General Contractor	9/1/2014	5/31/2015	Yes	\$342,680	5%	\$ 17,134	1	\$	17,134
15-027	City Det Dryvit	CT	General Contractor	6/15/2015	8/15/2015	Yes	\$321,955	11%	\$ 35,415	1	\$	35,415
15-033	Eastern Mfg Addition	CT	General Contractor	7/13/2015	12/13/2015	Yes	\$252,000	100%	\$ 252,000	1	\$	252,000
							\$76,341,347		\$ 41,846,617			

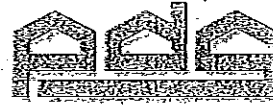
PDS ENGINEERING & CONSTRUCTION, INC.

Projects Completed Last 5 Years

Project	Location	State	Work Category	Contract	Completion
Hamden Medical Bldg	North Haven	CT	Design Builder	\$1,051,950	7/29/2015
Woodbridge DPW Building	Woodbridge	CT	General Contractor	\$5,234,525	7/31/2015
Southwick Schools	Southwick	MA	General Contractor	\$22,036,315	8/14/2015
UMASS-Dubois Library	Amherst	MA	General Contractor	\$8,525,917	6/30/2015
Monson Town Hall/Police Dept	Monson	MA	General Contractor	\$8,617,442	5/31/2015
Alstom Power Lab Relocation	Bloomfield	CT	General Contractor	\$6,739,688	5/31/2015
Trevisan Construction	Suffield	CT	Design Builder	\$2,221,322	5/31/2015
Valenti Fiat/Maserati	Hartford	CT	General Contractor	\$1,200,520	5/31/2015
Walker Crane 2014	Plainville	CT	General Contractor	\$588,492	6/15/2015
Syracusa Mezzanine Expansion	New Britain	CT	Design Builder	\$87,433	1/31/2015
TC Distribution Fit out	Stratford	CT	Design Builder	\$375,009	3/31/2015
Martone Building	Narragansett	RI	General Contractor	\$160,000	3/31/2015
Defender Industries	Waterford	CT	Design Builder	\$1,569,940	3/31/2015
Plimpton & Hills	Farmington	CT	General Contractor	\$300,603	1/15/2015
Schuco Warehouse	Newington	CT	General Contractor	\$242,885	1/15/2015
Washington DPW Garage	Washington	CT	Design Builder	\$1,555,299	11/28/2014
Liberty Bank	Hamden	CT	Design Builder	\$326,360	10/17/2014
Greenwoods Tree Farm	East Hartland	CT	General Contractor	\$415,400	9/30/2014
Alcap Ridge Roof Replacement	Cromwell	CT	Subcontractor	\$222,000	9/1/2014
Advantage Gym	Mystic	CT	General Contractor	\$150,950	8/30/2014
Polamer Precision	New Britain	CT	Design Builder	\$9,980,231	8/30/2014
Cornerstone Church	Cheshire	CT	CM at Risk	\$2,638,571	8/30/2014
Antioch Baptist Church	Hartford	CT	Design Builder	\$586,890	8/30/2014
Valenti Jaguar	Hartford	CT	General Contractor	\$105,000	8/30/2014
Morris Group Fit out	Bloomfield	CT	General Contractor	\$627,681	7/31/2014
Stanwell Drive	Newington	CT	General Contractor	\$1,615,180	7/31/2014
2815 Whitney Ave	North Haven	CT	Design Builder	\$1,496,051	7/31/2014
US Tsubaki Design	Holyoke	MA	Design Builder	\$1,287,430	7/31/2014
U S Cosmetics	Dayville	CT	General Contractor	\$456,000	7/31/2014
T/C Distribution	Stratford	CT	CM at Risk	\$1,913,813	7/1/2014
All Gas Building Repair	Bloomfield	CT	General Contractor	\$149,447	7/1/2014
Litchfield Insurance	Avon	CT	Construction Manager	\$345,286	4/25/2014
Plimpton & Hills	Farmington	CT	General Contractor	\$155,217	4/1/2014
Dollar General	Wolcott	CT	General Contractor	\$938,581	5/1/2014
G&R Marine	South Windsor	CT	General Contractor	\$106,000	3/1/2014
Kaman Building 19 & 32	Bloomfield	CT	CM at Risk	\$8,350,704	1/31/2014
Ryconn/GDS Estimating	South Windsor	CT	Design Builder	\$824,728	12/31/2013
Stanwell Drive	Newington	CT	General Contractor	\$413,055	12/31/2013
UConn Health Center Clinic	Storrs	CT	General Contractor	\$2,305,559	12/31/2013
Jake Brake	Bloomfield	CT	General Contractor	\$107,204	12/15/2013
Signature Flight	East Granby	CT	General Contractor	\$291,775	12/15/2013
Walker Crane Addition	Plainville	CT	General Contractor	\$946,691	12/15/2013
Wallingford Buick/GMC	Wallingford	CT	Design Builder	\$833,666	12/3/2013
EB MTS Building	North Kingston	RI	CM at Risk	\$6,284,548	11/30/2013
Morris Group Office Reno	East Granby	CT	General Contractor	\$183,709	11/30/2013
Pratt D-1 Parking Lot	East Hartford	CT	Subcontractor	\$130,900	11/30/2013
Brainard Airport Maint Fac	Hartford	CT	General Contractor	\$120,000	10/31/2013
Chase Brass Redevelopment	Waterbury	CT	Subcontractor	\$529,000	10/31/2013
Foodshare	Bloomfield	CT	Design Builder	\$1,850,833	9/21/2013
York Correctional Institute	Niantic	CT	General Contractor	\$17,280,927	8/31/2013
Ruggles Elementary School	Barre	MA	General Contractor	\$2,287,836	8/23/2013
Southington PO	Southington	CT	General Contractor	\$353,247	8/15/2013
Gymnastics Express	Glastonbury	CT	General Contractor	\$309,195	8/8/2013
Young's Pharmaceuticals	Wethersfield	CT	General Contractor	\$345,883	8/1/2013
EB Building 105	Groton	CT	General Contractor	\$194,735	6/30/2013
Partyka Chevy	Hamden	CT	Design Builder	\$2,398,129	6/30/2013
Pratt & Whitney Substation	East Hartford	CT	Subcontractor	\$185,860	4/15/2013
Danbury P.O. Backus Ave	Danbury	CT	General Contractor	\$289,305	4/15/2013
Stamford PO Ridgeway Station	Stamford	CT	General Contractor	\$713,127	3/15/2013
Valenti Cadillac	Hartford	CT	Construction Manager	\$981,734	3/15/2013
Family Dollar-Wethersfield	Wethersfield	CT	Design Builder	\$387,738	3/15/2013
Stamford PO Ridgeway Station	Stamford	CT	General Contractor	\$700,327	3/15/2013

PDS ENGINEERING & CONSTRUCTION, INC.						
Projects Completed Last 5 Years						
Project	Location	State	Work Category	Contract	Completion	
Guida Dock Enclosure	New Britain	CT	General Contractor	\$215,235	3/1/2013	
Westfield School Roof & Windows	Westfield	MA	General Contractor	\$6,834,181	2/1/2013	
Guida Chemical Room	New Britain	CT	General Contractor	\$82,000	1/31/2013	
EB Bldg 260 Computer Room	Groton	CT	General Contractor	\$110,000	1/15/2013	
MK Automation	Bloomfield	CT	Design Builder	\$316,122	12/31/2012	
EB Coopex	Groton	CT	General Contractor	\$394,380	12/22/2012	
Tri-State Kenworth	Milford	CT	General Contractor	\$471,617	12/4/2012	
Ware Fire Headquarters	Ware	MA	General Contractor	\$5,491,533	11/26/2012	
Danbury Post Office Main Street	Danbury	CT	General Contractor	\$260,184	11/15/2012	
Tri-State Kenworth	Milford	CT	General Contractor	\$471,617	12/4/2012	
O'Neill's Chevy/Buick	Avon	CT	General Contractor	\$685,874	12/19/2012	
EB Coopex	Groton	CT	General Contractor	\$394,380	12/22/2012	
MK Automation	Bloomfield	CT	Design Builder	\$316,122	12/31/2012	
EB Bldg 260 Computer Room	Groton	CT	General Contractor	\$110,000	1/15/2013	
Mary Hooker School Phase II	Hartford	CT	Construction Manager	\$1,032,522	10/31/2012	
Jusko Technologies	Manchester	CT	General Contractor	\$744,500	10/24/2012	
Hartford PO Chillers	Hartford	CT	General Contractor	\$1,140,358	10/11/2012	
Putnam WPC Facility	Putnam	CT	General Contractor	\$330,000	10/1/2012	
Kamatics Office Renovation	Bloomfield	CT	CM	\$1,255,113	9/22/2012	
Waterbury PO Dock Levelers	Waterbury	CT	General Contractor	\$92,049	9/10/2012	
Gateway Park II	Worcester	MA	General Contractor	\$116,800	9/1/2012	
West Hartford Post Office	West Hartford	CT	General Contractor	\$610,842	8/30/2012	
Bloomfield High School	Bloomfield	CT	General Contractor	\$368,000	8/30/2012	
Fairfield Post Office	Fairfield	CT	General Contractor	\$260,078	8/18/2012	
CAD Cam Machine	Plainville	CT	Design Builder	\$231,284	8/14/2012	
Waterbury PO Cooling Tower	Waterbury	CT	General Contractor	\$199,283	8/1/2012	
Valenti Auto Sales	Wallingford	CT	Design Builder	\$2,485,476	7/19/2012	
Laz Fly Canopy	Windsor Locks	CT	General Contractor	\$403,944	7/1/2012	
Elms Commons	Rocky Hill	CT	General Contractor	\$316,900	6/30/2012	
Hartford Regional Fire School	Windsor Locks	CT	General Contractor	\$3,927,996	6/18/2012	
Shiloh Baptist Church Lobby	Hartford	CT	Design Builder	\$311,388	6/18/2012	
Young's Pharmacy	Wethersfield	CT	General Contractor	\$134,795	5/31/2012	
Progress Drive	Manchester	CT	General Contractor	\$130,000	5/15/2012	
US Cosmetics	Dayville	CT	Design Builder	\$1,192,699	4/30/2012	
TD Bank Wallingford	Wallingford	CT	General Contractor	\$1,733,230	4/23/2012	
All Crate Addition	Windsor	CT	Design Builder	\$395,807	4/20/2012	
Scotts Green Street III	Lebanon	CT	General Contractor	\$1,398,267	4/1/2012	
Kaman Building 41	Bloomfield	CT	CM	\$2,749,809	3/1/2012	
Greenwich Post Office	Greenwich	CT	General Contractor	\$709,219	3/1/2012	
Tolland Public Safety Complex	Tolland	MA	General Contractor	\$1,704,061	12/31/2011	
Satellite Tool Addition	South Windsor	CT	Design Builder	\$161,700	12/31/2011	
330 Market Street	Hartford	CT	General Contractor	\$1,275,119	12/31/2011	
Westport Post Office	Westport	CT	General Contractor	\$412,650	12/31/2011	
FIAT of Wallingford	Wallingford	CT	Design Builder	\$402,000	12/31/2011	
Maneeley's Main Banquet Facility	South Windsor	CT	Design Builder	\$278,975	11/30/2011	
Maneeley's Lodge Building	South Windsor	CT	Design Builder	\$124,256	11/30/2011	
EB AFC Building	North Kingston	RI	General Contractor	\$17,854,281	11/15/2011	
International Bachelorette School Precon	Hartford	CT	CM	\$266,159	11/15/2011	
EMU & CSR Shop Improvements	New Haven	CT	General Contractor	\$4,974,655	9/30/2011	
Volvo Crane MOD II	Newington	CT	Design Builder	\$174,335	8/31/2011	
New Haven Rail Yard	New Haven	CT	General Contractor	\$17,149,731	8/30/2011	
Guida Milk 2009	New Britain	CT	CM	\$2,914,436	8/17/2011	
Hartford PO Dock Doors	Hartford	CT	General Contractor	\$185,599	8/1/2011	
Mason Adolescent Clinic	Springfield	MA	General Contractor	\$267,410	6/20/2011	
New Milford PO	New Milford	CT	General Contractor	\$207,796	6/4/2011	
Ct Orthopedics Specialists	Branford	CT	General Contractor	\$1,933,060	6/3/2011	
Newtown PO Paving & Site drain	Newtown	CT	General Contractor	\$209,873	5/15/2011	
New Haven Fire Academy	New Haven	CT	General Contractor	\$3,466,630	4/24/2011	
Kaman Dc Gmp Design & Construction	Bloomfield	CT	CM	\$3,606,352	3/14/2011	
EB 2005 Table Blaster	North Kingston	RI	General Contractor	\$240,735	2/28/2011	
Bridgeport PO Ramp	Bridgeport	CT	General Contractor	\$136,124	2/1/2011	
EB Building 1 Hull Project	Groton	CT	General Contractor	\$1,812,036	12/31/2010	
Grand Avenue Modernization	New Haven	CT	General Contractor	\$788,432	12/31/2010	
MIP Platform	North Kingston	RI	General Contractor	\$194,726	12/31/2010	

PDS ENGINEERING & CONSTRUCTION, INC.						
Projects Completed Last 5 Years						
Project	Location	State	Work Category	Contract	Completion	
Eye Center-West Haven	Hamden	CT	General Contractor	\$112,990	12/31/2010	
EB Building 2A	North Kingston	RI	General Contractor	\$458,072	12/31/2010	
Old Lyme PO	Old Lyme	CT	General Contractor	\$128,647	12/27/2010	
Hartford PO Lighting	Hartford	CT	General Contractor	\$97,370	12/27/2010	
Stamford PO	Stamford	CT	General Contractor	\$669,534	12/8/2010	
DOW/Styron	Gales Ferry	CT	General Contractor	\$466,745	11/30/2010	
Fairfield PO	Fairfield	CT	General Contractor	\$271,435	11/10/2010	
Colonial Point Church	South Windsor	CT	General Contractor	\$1,551,108	11/2/2010	
Manchester PO	Manchester	CT	General Contractor	\$697,057	10/31/2010	
Seymour PO Roof	Seymour	CT	General Contractor	\$150,925	10/14/2010	
New Britain PO roof replacement	New Britain	CT	General Contractor	\$638,868	10/7/2010	
Vernon/Rockville HVAC	Vernon	CT	General Contractor	\$199,709	9/30/2010	



September 10th, 2015

To Whom It May Concern

Reference: Burville Regional Fire Training School

Subject: Question 18, OSHA

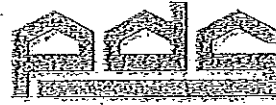
- OSHA 2013 Violation Quirk School

Citation 1, Item 1: Duty to have fall protection.

PDS: On April 5th 2013, a subcontractor's employee was working without fall protection at 6'-1" on an uncompleted barricaded platform and fell through an unsecured grate onto an insulated rubber roof. Employee suffered no lost time injury. Subcontractors were warned about working in restricted areas without wearing proper fall protection at all times.

Very Truly Yours,

Ronald Jodice
President
PDS Engineering & Construction Inc.



September 10, 2015

To Whom It May Concern

Reference: Burville Regional Fire Training School

Subject: Question 22, Legal Proceedings

Legal Proceedings:

- KBE Building Corporation protest of Quinebaug Valley Middle School project BI-CTC-439

Status - Closed January 2012 no performances claims against PDS.

PDS Engineering & Construction, Inc. was the low bidder on the Quinebaug Valley Middle School project. Under Ct named sub-bidder regulations, KBE the second bidder protested PDS' bid claiming it incorrectly listed only the largest portion of a two component masonry quote supplied by BW Dexter II Inc.

PDS responded that the bid form specifically stated "The GC shall indicate the subcontractor name and contract value for the largest single subcontractor in each subcontract area." and that Dexter's written quote did not exclude PDS from listing only the largest component of the quote. The Department of Construction Services (DCS) ruled that while PDS acted in good faith in listing what it understood the subcontractor's quote to be and the manner it should be listed on the bid form, PDS failed to understand how the subcontractor intended its quote to be used. That is only as a combined price of the two components. See attached letter from the DCS.

Very Truly Yours,

Ronald Jodice
President

PDS Engineering & Construction Inc.



STATE OF CONNECTICUT
DEPARTMENT OF CONSTRUCTION SERVICES



January 17, 2012

Ronald Jodice, President
PDS Engineering & Construction, Inc.
107 Old Windsor Road
Bloomfield, CT 06002

Re: *Bid Protest Ruling*
DCS Project No. BI-CTC-439
Quinebaug Valley Middle College High School
742 Upper Maple Street, Danielson, CT

Dear Mr. Jodice:

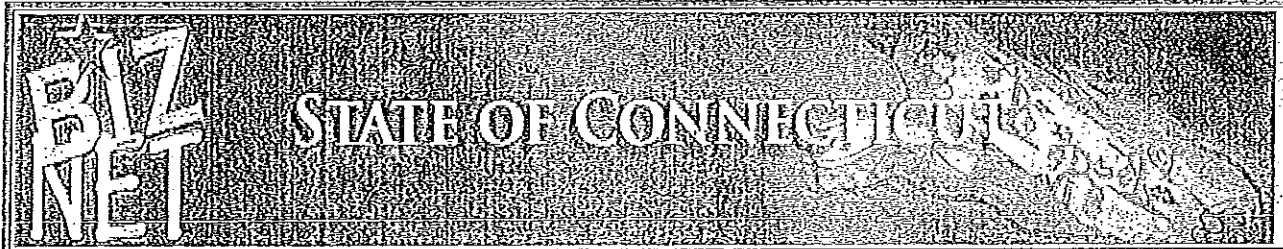
This letter concerns the Bid Protest Ruling in the above-referenced matter and, in particular, the request from PDS Engineering & Construction, Inc.'s ("PDS") legal representative, Attorney Steven Kaplan, for clarification regarding the effect of the finding that PDS' bid was ruled non-responsive and was rejected. Please be advised that in so ruling, I did not find, nor did I determine, that PDS' action constituted a statutory violation, that would, under C.G.S. Sec. 4b-95(e), disqualify it from bidding on other state construction contracts for a period not to exceed twenty-four months. The facts set forth at the conference and in the written submittals demonstrate that PDS acted in good faith in setting forth what it understood to be the subcontractor's bid and the manner it should be listed on the bid proposal from, but in so doing, PDS made an unintentional mistake that failed to correctly describe the price as understood and submitted by the subcontractor. Section 4b-95(d) mandates a rejection for such failure to correctly state a subcontractor's price.

Sincerely,

Kevin J. Kopetz
Agency Legal Director

KJK:gw

Cc: George Finlayson, Assistant Attorney General
Pasquale J. Salemi, Deputy Commissioner
Steven Kaplan, Esq.
Robert G. Dunn, Esq.
File



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Prequalified Vendor Search Details

DAS Contractor Prequalification Vendor Certificate

Prequalified Vendor Search Details

[Page Help](#)

Company Name PDS ENGINEERING & CONSTRUCTION INC
 DBA
 Address 1 107 Old Windsor Road
 Address 2
 City, State, Zip Bloomfield, CT 06002
 Web Address www.pdsec.com
 Business Type Corporation

Contact(s)

Contact Name	Phone/FAX	Email
Ronald E. Jodice	Phone#: (860) 242-8586 FAX#: (860) 242-8587	ronj@pdsec.com

Contractor Prequalification Status

Expiration Date	Single Project	AWC
10/3/2015	\$95,000,000.00	\$155,000,000.00

Prequalification Classification(s)

Classification	Description
CONSTRUCTION MANAGER AT RISK (GROUP C)	<p>The undertaking of general contracts for the construction of buildings; for example; new construction, renovation, rehabilitation, alteration, addition, etc. The contract must include a variety of construction practices and supervision of a minimum of three sub-trades. Includes buildings that are truly custom, requiring extensive detailing, or that have large amounts of integrated scientific or complex mechanical/electrical equipment in order for them to function. Examples include hospitals, chemistry buildings, special collections buildings, historic preservation to a landmark structure, and/or any other structure that is truly one of a kind within the State's inventory. The construction manager at risk serves as a general contractor and provides consultation regarding construction during the design of the building and through the construction.</p> <p>Note: If you are prequalified for Construction Manager at Risk under Group C, you are automatically prequalified for Group A and Group B.</p> <p>Note: For the purposes of DAS Construction Contractor Prequalification, contractors in this classification are not required to be registered as a major contractor with the Department of Consumer Protection. However, there may be specific projects within this classification that require a major contractor registration from the Department of Consumer Protection.</p> <p>Projects that are threshold buildings may require a Major Contractor Registration.</p>

<p>GENERAL BUILDING CONSTRUCTION (GROUP C)</p>	<p>The undertaking of general contracts for the construction of buildings i.e. new construction, renovation, rehabilitation, alteration, addition, etc. The contract must include a variety of construction practices and supervision of a minimum of three sub-trades. Includes buildings that are truly custom, requiring extensive detailing, or that have large amounts of integrated scientific or complex mechanical/electrical equipment in order for them to function. Examples include hospitals, chemistry buildings, special collections buildings, historic preservation to a landmark structure, and/or any other structure that is truly one of a kind within the State's inventory.</p> <p>Note: If you are prequalified for General Building Construction under Group C, you are automatically prequalified for Group A and Group B. Also if you are prequalified for General Building Group C you will automatically be prequalified for General Trades.</p> <p>Note: For the purposes of DAS Construction Contractor Prequalification, contractors in this classification are not required to be registered as a major contractor with the Department of Consumer Protection. However, there may be specific projects within this classification that require a major contractor registration from the Department of Consumer Protection.</p> <p>Projects that are threshold buildings may require a Major Contractor Registration.</p>
<p>GENERAL TRADES</p>	<p>The undertaking of general contracts for the construction and/or supervision of several sub-trades but not the construction of buildings as described in General Building Construction. The contract must include a variety of construction practices and supervision of a minimum of three sub-trades. The work of this category is intended for the interior finishes of a building.</p>

License(s)

License#	Trade	Expire
900152	Major Contractor	6/30/2015
PEC 485	Professional Engineering	2/4/2015

This certificate prequalifies the named company to bid solely. It is not a statement of the company's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Licenses/Registrations: It is the contractor's responsibility to update their licensure information by editing their electronic application. Licensure is confirmed by the DAS at time of initial application and at each renewal.

It is the Department of Administrative Services' (DAS) recommendation that all awarding authorities verify the above information by visiting the DAS Prequalification website.

For information regarding the DAS Contractor Prequalification Program visit the above mentioned website or call (860) 713-5280.

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Named Subcontractor's Qualification Questionnaire - DB
CT Department Of Administrative Services
Division of Construction Services

DOS Project Number: BI-FP-01388
Project Name:
(From QBS Web Ad) BURRVILLE REGIONAL FIRE TRAINING SCHOOL
Project Location: 606 BURR MOUNTAIN RD, TORRINGTON, CT
Brief Project Description:
(From QBS Web Ad)

Purpose:

All Proposers are required to file this document, properly completed, for all Named Subcontractors named in their sealed 00 42 53 Total Cost Proposal Form D-B with their Sealed Total Cost Proposal Components for this Project. Failure of a Proposer to answer any question or provide required information may be grounds for the awarding authority to disqualify and reject the proposal. If a question or request for information does not pertain to your organization in any way, use the symbol "NA" (Not Applicable). Use additional 8 1/2" x 11" sheets with your letterhead as necessary.

All Proposers are also required to attach a copy of all of their Named Subcontractors Contractor's DAS Pre-qualification Certificates and the DAS Update Certificates for the DAS General Building Construction Classification as stated in the 00 42 53 Total Cost Proposal Form with their 00 42 53 Total Cost Proposal Form - DB and with their Sealed Total Cost Proposal Components for this Project. For all DPW projects designated CT DAS General Building Construction Classification, Group A, Group B, or Group C the Proposer must submit a Connecticut Major Contractor's License issued by the Connecticut Department of Consumer Protection for all of their Named Subcontractors with the Total Cost Proposal Form.

The Department of Construction Services reserves the right to request any additional or supplemental information necessary to complete its evaluation of a DB Proposer's qualification.

This document is used to provide information relating to the principal construction entities that will be engaged by the Proposer to implement this project if selected by the State. This is not a request for pre-qualification information. This information is intended to assist in determining general qualification of the Proposers.

1. Indicate exactly the name by which this organization is known:

Name: CIVITILLO MASONRY INC

2. How many years has this organization been in business under its present business name?

Years: 29

3. How many years has this organization been in business as a Subcontractor?

Years: 68

4. If this organization has not always been a Subcontractor, list the trade(s) that your firm customarily performed prior to the time that you became a Subcontractor:

- 4.1 N/A
- 4.2 _____
- 4.3 _____

5. Indicate all other names by which this organization has been known and the length of time known by each name:

- 5.1 John M. Civitello, Inc 39-YEARS
- 5.2 _____
- 5.3 _____

6. This firm is a:

- Corporation:
- Partnership:
- Sole Proprietorship:
- Joint Venture:
- Other: _____

7. Attach resumes of all supervisory personnel, such as Principals, Project Managers, and Superintendents, who will be directly involved with the project on which you are now a subcontractor. Indicate the number of years of construction experience and number of years of which they were in a Supervisory capacity.

SEE ATTACHED

8. List all sub-trades which your firm customarily performs with own employees.

- 8.1 CMU
- 8.2 BRICK
- 8.3 STONE
- 8.4 PRECAST
- 8.5 _____

State of CT D.C.P. License or Registration Number:

M.C.D. 0900870

Trade:

MASONRY

9. Trade References: Names, addresses and telephone numbers of several firms with whom your organization has regular business dealings (attach separate sheets as necessary):

- MARK BACH Co, 2 OLD DEBOLT RD, ENFIELD, CT 06082 866-627-6625
- WESTBROOK CONCRETE BLOCK Co, PO Box 700, WESTBROOK, CT 06498 860-399-8201
- WACO SCAFFOLDING Co, INC, PO Box 783, CRESHIRE, CT 06410 840-378-2366



September 09, 2015

Re: Civitillo Masonry, Inc.
Company Resume

Civitillo Masonry, Inc. a Connecticut "C" corporation organized on July 23, 1984, provides masonry services including brick, block, stone, precast, and marble to primarily the industrial, commercial, government, and institutional markets. The company operates under collective bargaining agreements with the Laborers' International Union of North America and the International Union of Bricklayers & Allied Craftworkers.

William J. Civitillo, President of the corporation, has 36 years experience in the masonry industry and devotes 100% of his time to Civitillo Masonry, Inc. He holds an MBA from the University of Hartford. In his capacity as President, he oversees all company operations including, but not limited to administration, personnel, estimating, project management, and safety. His range of field experience includes supervision and project management of projects from \$50,000, - \$5,000,000.

Michael Civitillo, Vice-President and Secretary of the corporation, has 32 years experience in the masonry industry and devotes 100% of his time to Civitillo Masonry, Inc. as a Mason Foreman/Superintendent. In his capacity, he supervises field personnel and construction operations on site. His range of field experience includes supervision of projects from \$50,000. - \$5,000,000.

Steven Civitillo, Vice President and Treasurer of the corporation, has 29 years experience in the masonry industry and devotes 100% of his time to Civitillo Masonry, Inc. as a Mason Foreman. In his capacity, he supervises field personnel and construction operations on site. His range of field experience includes supervision of projects from \$50,000. - \$3,000,000.

AA/EOE

15 Holmes Road • Newington, CT 06111 • Telephone: 860-236-6111 • Fax: 860-236-5185 • Member



10. All Construction Projects your organization has in process (attach separate sheets using the following format as necessary):

10.1 Specific Title & Location:

SEE ATTACHED

10.2 Contract Amount:

10.3 Description of your scope of work performed:

10.4 Owner:

10.5 General Contractor:

10.6 Designer:

10.7 Start Date:

10.8 Finish Date:

*10.9 Any Quality or Management Complaint:

10.10 Owners Representative:

(Name)

Telephone Number

10.11 G.C. Representative:

(Name)

Telephone Number

*Please attach a separate sheet explaining any negative entry in this row.

11. All Construction Projects your organization has completed in the past five years or the 20 projects most recently completed (attach separate sheets using the following format as necessary):

11.1	Specific Title & Location:	<u>SEE ATTACHED SCHEDULE 2.</u>	
11.2	Contract Amount:	_____	
11.3	Description of your scope of work performed:	_____	
11.4	Owner:	_____	
11.5	General Contractor:	_____	
11.6	Designer:	_____	
11.7	Start Date:	_____	
11.8	Finish Date:	_____	
*11.9	Any Quality or Management Complaint:	_____	
11.10	Owners Representative:	_____ (Name)	_____ Telephone Number
11.11	G.C. Representative:	_____ (Name)	_____ Telephone Number

*Please attach a separate sheet explaining any negative entry in this row.

12. Has your organization ever failed to complete a contract, or has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract? If so, indicate the circumstances leading to the project failure and the name of the company which provided the bonding for the failed contract(s):

NONE

13. List all legal or administrative proceedings currently pending or concluded adversely within the last five years which relate to procurement or performance of any public or private construction contracts. (Exclude OSHA violations which are called for elsewhere in this statement).

13.1 Attached:

13.2 N/A:

14. List all willful or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the D-B Proposal Submittal Due Date for this Project, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or Occupational Safety and Health Act of 1970. Indicate whether these were abated within the time fixed by the citation or whether the citation was appealed. If appealed what is the status of disposition.

14.1 NONE

14.2

14.3

15. Has your organization had any criminal convictions related to the injury or death of any employee in the three-year period preceding this proposal? Please list any such convictions below.

15.1 NONE

15.2

15.3

16. Attach a copy of your CT DAS Prequalification that corresponds to the "Classification" of work listed on the Subsection 10.0, Named Subcontractors of Section 00 42 53 Total Cost Proposal Form D-B for this project. All Named Subcontractor CT DAS Prequalification's must have been obtained "prior" to the submittal due date for this Proposal.

ATTACHED

Dated at NEWINGTON, CT

Signed this 9TH day of SEPTEMBER, 20 15

Name of Organization: CIVITILLO MASONRY INC
15 HOLMES RD
NEWINGTON CT 06111

Signature: [Signature]

(Print Name): WILLIAM J. CIVITILLO

Title: PRESIDENT

Notary Statement:

(M) Mrs./Ms. WILLIAM J. CIVITILLO being duly sworn
deposes and says that he/she is the PRESIDENT of
(Position or Title)

CIVITILLO MASONRY INC, and that the answers to the foregoing
(Firm Name)

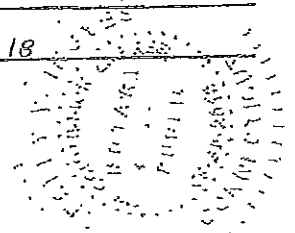
questions and all statements therein contained are true and correct.

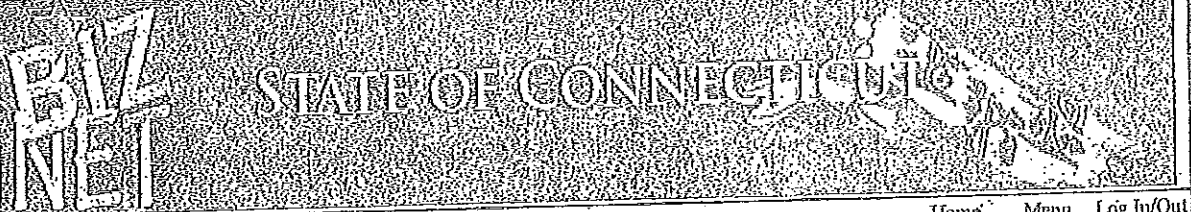
Subscribed and sworn before me this 9TH day of SEPTEMBER, 20 15

Notary Public [Signature]

My Commission Expires SEPTEMBER 30, 20 18

END
Section 00 45 17.1
Named Subcontractor's Qualification Questionnaire - DB





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Prequalified Vendor Search Details

DAS Contractor Prequalification Vendor Certificate

Prequalified Vendor Search Details

[Page Help](#)

Company Name	Civitillo Masonry, Inc.
DBA	
Address 1	15 Holmes Road
Address 2	
City, State, Zip	Newington, CT 06111
Web Address	www.civitillo.net
Business Type	Corporation

Contact(s)

Contact Name	Phone/FAX	Email
Lesley V. Ingves	Phone#: 860-236-6111 Ext#: 112 FAX#: 860-236-5185	lingves@civitillo.net

Contractor Prequalification Status

Expiration Date	Single Project	AWC
10/27/2015	\$7,000,000.00	\$25,000,000.00

Prequalification Classification(s)

Classification	Description
HISTORICAL BUILDING RESTORATION (MASONRY, ROOFING)	Construction/renovation, masonry, and roofing work will require firms with experience with the Secretary of the Interior's Standards for Rehabilitation issued by the U.S. Department of Interior, National Park Service, Washington, D.C. (Standards for Treatment of Historic Project.)
MASONRY	Installation, renovation, repair and maintenance of masonry units composed of concrete, stone, brick and the like, including such incidental or related work as is customarily performed by those in the masonry trade.

License(s)

License#	Trade	Expire
900870	Major Contractor	6/30/2015
4023248-000	Sales & Use Tax Permit	6/30/2015

This certificate prequalifies the named company to bid solely. It is not a statement of the company's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Licenses/Registrations: It is the contractor's responsibility to update their licensure information by editing their electronic application. Licensure is confirmed by the DAS at time of initial application and at each renewal.

It is the Department of Administrative Services' (DAS) recommendation that all awarding authorities verify the above information by visiting the DAS Prequalification website.

For information regarding the DAS Contractor Prequalification Program visit the above mentioned website or call (860) 713-5280.

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All State disclaimers and permissions apply.

Hit Counter 49,906

State of Connecticut
 Department of Administrative Services (DAS) Contractor Prequalification
Update (Bid) Statement
 (Statement to be included with the bid)

Connecticut General Statute §4a-100 and Connecticut General Statute §4b-91

Each bid submitted for a contract shall include a copy of a prequalification certificate issued by the Commissioner of Administrative Services. The bid shall also be accompanied by an update bid statement in such form as the Commissioner of Administrative Services prescribes. The form for such update bid statement shall provide space for information regarding all projects completed by the bidder since the date the bidder's prequalification certificate was issued or renewed, all projects the bidder currently has under contract, including the percentage of work on such projects not completed, the names and qualifications of the personnel who will have supervisory responsibility for the performance of the contract, any significant changes in the bidder's financial position or corporate structure since the date the certificate was issued or renewed, any change in the contractor's qualification status, and such other relevant information as the Commissioner of Administrative Services prescribes. Any bid submitted without a copy of the prequalification certificate and an update bid statement shall be invalid. Any public agency that accepts a bid submitted without a copy of such prequalification certificate and an update bid statement, as required by this section, may become ineligible for the receipt of funds related to such bid.

Name of Project that company is bidding on: Burville Regional Fire Training School		
Project Number: BI-PP-013DB		
Name of Company: Civitillo Masonry, Inc.		
FEIN: 061149594		
Company Address: 15 Holmes Road, Newington, CT, 06111		
Prequalification Contact: Lesley V. Ingves		Telephone Number: 860-236-6111x112
Prequalification Expiration Date: 10/27/2015	Single Limit: \$7,000,000.00	Aggregate Work Capacity (AWC): \$25,000,000.00
*This amount equals your company's AWC minus the Total \$ Amount of Work Remaining.		*Remaining Aggregate Work Capacity: \$21,943,700.80

Please list all of your company's BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) WHICH WERE 100% COMPLETED SINCE THE DATE YOUR PREQUALIFICATION WAS ISSUED OR RENEWED: (Please add additional page(s) if required)

Name of Project	Owner of Project	Date Project Completed	Total Contract Amount
BioMed Region North Campus	John Moriarty & Assoc Inc	05/18/15	\$482,400.00
CT School for the Blind, Inc dba Oak Hill	Bartlett Brainard Ecott	09/26/14	\$235,000.00
CT Science Center	State of CT	05/31/09	\$2,402,800.00
East Hartford Glastonbury Elementary Magnet School	Town of Glastonbury	06/01/13	\$2,762,500.00

Please list all of your company's BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) CURRENTLY UNDER CONTRACT: (Please add additional page(s) if required. Please total the Work Remaining column)

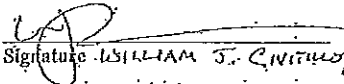
Name of Project	Owner of Project	Total Contract Amount	% Complete	Work Remaining (\$)
100 College St	John Moriarty Assoc	\$419,496.00	80.00	\$83,899.20
Fairfield Ludlows High School	Town of Fairfield, CT	\$428,000.00	25.00	\$321,000.00
Founders Hall Renovations, NVCC, Waterbury, CT	Naugatuck Valley Community College, St of CT	\$2,946,000.00	10.00	\$2,651,400.00
Total \$ Amount of Work Remaining				\$3,056,299.20

Please list the names and titles of the personnel who will have supervisory responsibility for the performance of the contract being bid on: (Please add additional page(s) if required)

Individual Name	Title of Individual

Have there been any changes in your company's financial condition or business organization which might affect your company's ability to successfully complete this contract?
Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>
If yes, please explain: See attached page

I certify under penalty of law that all of the information contained in this Update (Bid) Statement is true and accurate to the best of my knowledge as of the date below.

Signature  WILLIAM J. CIVINO, President Date 9/9/15

It is the responsibility of the Awarding Authority to determine if any of the information provided above will impact the contractor's performance on this project. The DAS' Contractor Prequalification Program can be reached at (860) 713-5369

Rev. 02.24.07

Please list all of your company's BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) WHICH WERE 100% COMPLETED SINCE THE DATE YOUR PREQUALIFICATION WAS ISSUED OR RENEWED: [CONTINUED FROM PAGE 1]

Name of Project	Owner of Project	Date Project Completed	Total Contract Amount
Exterior Masonry Repairs to Hale & Ellsworth UConn	University of Connecticut	09/27/13	\$848,781.00
Great Neck Elementary School	Town of Waterford	03/31/11	\$2,384,000.00
Kleen Energy	Kleen Energy, LLC	03/31/11	\$1,986,000.00
Masonry Repairs to Goodwin Dam	The Metropolitan District		\$513,215.00
New Forestville K-3 School	City of Bristol	12/02/12	\$516,600.00
Southend Elementary School	Town of Southington	02/28/10	\$1,104,600.00
UConn Jorgensen LED Sign	University of Connecticut	04/30/11	\$46,600.00
UConn South Campus Wall Phase II	University of Connecticut		\$110,000.00
Watertown High School	Town of Watertown	05/31/11	\$2,867,000.00
XL Center Repairs and Renovations Phase 2	Capital Region Development Authority		\$139,600.00

JOB NAME	VALUE	DESCRIPTION OF WORK	OWNER	GENERAL CONTRACTOR	DESIGNER	START DATE	FINISH DATE	ANY QUALITY OR MANAGEMENT COMPLAINT	OWNERS REPRESENTATIVE	SC REPRESENTATIVE
CONTRACT										
10. Construction projects our organization has in process.										
INTERSECTION IMPROVEMENTS RTE 1 & RTE 122, West Haven, CT	\$21,300,000	Entrance sign	ST OF CT 001 2710 Berlin Turnpike, Newington, CT	CJ FLUCCI, INC	CYRIGALIS + PARTNERS	02/01/15	07/01/15	None	203-708-5110	VINCENZO PEDRICO 203-489-7497
FOUNDERS HALL RENOVATIONS, Waterbury, CT	\$2,946,000.00	New masonry - brick & granite	NAUGATUCK VALLEY COMMUNITY COLLEGE Chase Parkway, Waterbury, CT 06203	MORGANTI GROUP INC	MOSER PILON NELSON	02/01/15	06/01/15	None	203-575-3040	203-743-2875
STABLEPOINT HARBOR, Bridgeport, CT	\$105,500.00	Fido's stone veneer	TOWN OF FAIRFIELD Old Post Rd, Fairfield, CT 06424	OWI CONTRACTORS INC	BL COMPANIES	04/01/15	02/02/15	None	203-820-1408	ROB MICHELMAN 203-470-5545
FAIRFIELD LUDLOVE HIGH SCHOOL, Fairfield, CT	\$273,000.00	New face brick	CT DEPT OF TRANSPORTATION 2000 Berlin Tpk, Newington, CT 06111	GILBANE BUILDING COMPANY	PERKINS EASTMAN	08/01/14	07/15/15	None	203-432-3000	MAURSEEN FLUNKE 203-530-5108
GOLF NORTH HAVEN RESORT UPRAND, Hartford, CT	\$200,135.00	Structural CMU	140 Highthrop Ave, Hartford, CT 06103	BARTLET, BRAYNARD, EAGOTT	MAIER DESIGN	11/17/14	03/28/15	None	203-522-5000	NOEL JERKINS 800-822-4488
SOUTH END FLOOD WALL & PERIMETER FENCE	\$32,400.00	Face brick veneer	CLER, 321 Peddie St, Stamford, CT 06902	BLAKESLEE ASPHALT CHAPMAN	CLAP	11/15/14	12/21/14	None	ED SORRIBANO 203-585-3124	CHRISTINA SORESI 488-4533
YALE POWERHOUSE New Haven, CT	\$53,700.00	Parking masonry	YALE UNIVERSITY, New Haven, CT	COB INC CONSTRUCTION SVCS	CHARNEY ARCHITECTS	10/15/14	06/02/15	None	203-773-6657	AL BRICKETT 203-464-5828
ST JOSEPHS CATHEDRAL ELEVATOR ENTRANCE, Hartford, CT	\$278,000.00	New limestone veneer	ARCHDIOCESE OF HARTFORD Famington Ave, Hartford, CT	OSG INDUSTRIES INC	PERIN ASSOCIATES	11/01/14	09/20/15	None	KEN MACHERINO 860-641-4911	CHRISTINA SORESI 203-223-0100
DOT DISTRICT 3 BRIDGES, Newerk, CT	\$230,714.00	Face brick veneer	CT DEPT OF TRANSPORTATION 2000 Berlin Tpk, Newington, CT 06111	BLAKESLEE ASPHALT CHAPMAN	CT DEPT OF TRANSPORTATION	07/01/14	10/01/14	None	860-654-2000	MARK DELVEGIO 203-489-4830
BIOMED/REGENERON NORTH CAMPUS, Tarrytown, NY	\$482,400.00	New granite veneer	BANK LANDMARK AT EASTVIEW LLC 7070D Shaw Mill Blvd, Tarrytown, NY 10591	JOHN MONTGOMERY ASSOCIATES	PERKINS + WILL	10/01/15	04/07/16	None	THOMAS BRENNAN 914-281-5620	RANDY SWINFORD 800-573-8805
100 COLLEGE ST, New Haven, CT	\$510,408.00	New granite veneer	WE 100 COLLEGE ST, LLC, 150 Behr Ave, Eastford, MA 01724	JOHN MONTGOMERY ASSOCIATES	ELKUS MANFREDI	07/01/14		None	CAROL WINSFALLEY 203-622-6317	JEFF LOCH 875-4809
100 COLLEGE ST, New Haven, CT	\$209,228.00	New CMU	WE 100 COLLEGE ST, LLC, 150 Behr Ave, Eastford, MA 01724	JOHN MONTGOMERY ASSOCIATES	ELKUS MANFREDI	07/01/14		None	CAROL WINSFALLEY 203-622-6317	JEFF LOCH 875-4809

Named Subcontractor's Qualification Questionnaire - DB
CT Department Of Administrative Services
Division of Construction Services

DCS Project Number: BI-FP-013DB

Project Name:
 (From QBS Web Ad) Burrville Regional Fire Training School

Project Location:
 Torrington, CT

Brief Project Description:
 (From QBS Web Ad) Reconstruct training facilities

Purpose:

All Proposers are required to file this document, properly completed, for all Named Subcontractors named in their sealed 00 42 53 Total Cost Proposal Form D-B with their Sealed Total Cost Proposal Components for this Project. Failure of a Proposer to answer any question or provide required information may be grounds for the awarding authority to disqualify and reject the proposal. If a question or request for information does not pertain to your organization in any way, use the symbol "NA" (Not Applicable). Use additional 8 1/2" x 11" sheets with your letterhead as necessary.

All Proposers are also required to attach a copy of all of their Named Subcontractors Contractor's DAS Pre-qualification Certificates and the DAS Update Certificates for the DAS General Building Construction Classification as stated in the 00 42 53 Total Cost Proposal Form with their 00 42 53 Total Cost Proposal Form - DB and with their Sealed Total Cost Proposal Components for this Project. For all DPW projects designated CT DAS General Building Construction Classification Group A, Group B, or Group C the Proposer must submit a Connecticut Major Contractor's License issued by the Connecticut Department of Consumer Protection for all of their Named Subcontractors with the Total Cost Proposal Form.

The Department of Construction Services reserves the right to request any additional or supplemental information necessary to complete its evaluation of a DB Proposer's qualification.

This document is used to provide information relating to the principal construction entities that will be engaged by the Proposer to implement this project if selected by the State. This is not a request for pre-qualification information. This information is intended to assist in determining general qualification of the Proposers.

1. Indicate exactly the name by which this organization is known:

Name: Performance Plumbing & Heating, LLC

2. How many years has this organization been in business under its present business name?

Years: 9

3. How many years has this organization been in business as a Subcontractor?

Years: 9

4. If this organization has not always been a Subcontractor, list the trade(s) that your firm customarily performed prior to the time that you became a Subcontractor: NA

4.1

4.2

4.3

5. Indicate all other names by which this organization has been known and the length of time known by each name: NA

5.1

5.2

5.3

6. This firm is a:

Corporation:

Partnership:

Sole Proprietorship:

Joint Venture:

Other: LLC

7. Attach resumes of all supervisory personnel, such as Principals, Project Managers, and Superintendents, who will be directly involved with the project on which you are now a subcontractor. Indicate the number of years of construction experience and number of years of which they were in a Supervisory capacity. TBD

8. List all sub-trades which your firm customarily performs with own employees.

8.1 HVAC

8.2 Plumbing

8.3

8.4

8.5

State of CT D.C.P. License or Registration Number:

CT - Pibg & Piping PLM.0204318.P1, Fire Prot FRP.0040739-F1, Med Gas & Vac MGV.0000162-MG1, Solar Thermal STC.0000019-STC, Lid Sheet Metal SHM.0001040.SM1, Htg & Piping & Cooling HTG.0396599-S3.

Trade:

Plumbing, HVAC

9. Trade References: Names, addresses and telephone numbers of several firms with whom your organization has regular business dealings (attach separate sheets as necessary):

Torroco P O Box 2838 Waterbury, CT 06702

Independent Pipe P O Box 843024 Boston, MA 02284

Colony Supply 269 S. Lambert Road Orange, CT 06477

10. ALL Construction Projects your organization has in process (attach separate sheets using the following format as necessary):

- 10.1. Specific Title & Location: *Nutmeg Spice*
- 10.2. Contract Amount: *\$385,000*
- 10.3. Description of your scope of work performed: *HVAC & Plumbing*
- 10.4. Owner: *Nutmeg Spice*
- 10.5. General Contractor: *PAC Group, LLC*
- 10.6. Designer: *Amara Associates*
- 10.7. Start Date: *05/07/15*
- 10.8. Finish Date: *Work not completed*
- 10.9. Any complaint on Quality or Management: *N/A*
- 10.10. Owners Representative: *Reference General Contractor information*
- 10.11. GC Representative: *Kirk Famosa 860-549-6905*

*Please attach a separate sheet explaining any negative entry in this row.

11. All Construction Projects your organization has completed in the past five years or the 20 projects most recently completed (attach separate sheets using the following format as necessary):

- 11.1. Specific Title & Location: *Brandywine Senior Living*
- 11.2. Contract Amount: *\$1,285,000*
- 11.3. Description of your scope of work performed: *HVAC & Plumbing*
- 11.4. Owner: *Brandywine Senior Living*
- 11.5. General Contractor: *KBE Building Corporation*
- 11.6. Designer: *Meyer Architects*
- 11.7. Start Date: *07/08/14*
- 11.8. Finish Date: *08/21/15*
- 11.9. Any complaint on Quality or Management: *N/A*
- 11.10. Owners Representative: *Reference General Contractor information*
- 11.11. GC Representative: *Dave Heavener 860-284-7451*

*Please attach a separate sheet explaining any negative entry in this row.

12. Has your organization ever failed to complete a contract, or has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract? If so, indicate the circumstances leading to the project failure and the name of the company which provided the bonding for the failed contract(s): No

13. List all legal or administrative proceedings currently pending or concluded adversely within the last five years which relate to procurement or performance of any public or private construction contracts. (Exclude OSHA violations which are called for elsewhere in this statement). NA

13.1 Attached:

13.2 N/A:

14. List all willful or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the D-B Proposal Submittal Due Date for this Project, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or Occupational Safety and Health Act of 1970. Indicate whether these were abated within the time fixed by the citation or whether the citation was appealed. If appealed what is the status or disposition. NA

14.1

14.2

14.3

15. Has your organization had any criminal convictions related to the injury or death of any employee in the three-year period preceding this proposal? Please list any such convictions below. No

15.1

15.2

15.3

16. Attach a copy of your CT DAS Prequalification that corresponds to the "Classification" of work listed on the Subsection 10.0, Named Subcontractors of Section 00 42 53 Total Cost Proposal Form D-B for this project. All Named Subcontractor CT DAS Prequalification's must have been obtained "prior" to the submittal due date for this Proposal.

Dated at Torrington, CT

Signed this 8th day of September, 20 15

Name of Organization: Performance Plumbing & Heating, LLC
400 Riverside Avenue
Torrington, CT 06790

Signature: *Joseph Yanavich*

(Print Name): Joseph Yanavich

Title: Managing Member

Notary Statement:

Mr./Mrs./Ms. Joseph Yanavich being duly sworn
deposes and says that he/she is the Managing Member of
(Position or Title)

Performance Plumbing & Heating, LLC, and that the answers to the foregoing
(Firm Name)

questions and all statements therein contained are true and correct.

Subscribed and sworn before me this 8th day of September, 20 15

Notary Public *Kari Lee Kotila*

My Commission Expires KARI LEE KOTILA, 20 18
NOTARY PUBLIC

MY COMMISSION EXPIRES AUG. 31, 2018

END

Section 00 45 17.1

Named Subcontractor's Qualification Questionnaire - DB

State of Connecticut
 Department of Administrative Services (DAS) Contractor Prequalification
Update (Bid) Statement
 (Statement to be included with the bid)

Connecticut General Statute §4a-100 and Connecticut General Statute §4b-91

Each bid submitted for a contract shall include a copy of a prequalification certificate issued by the Commissioner of Administrative Services. The bid shall also be accompanied by an update bid statement in such form as the Commissioner of Administrative Services prescribes. The form for such update bid statement shall provide space for information regarding all projects completed by the bidder since the date the bidder's prequalification certificate was issued or renewed, all projects the bidder currently has under contract, including the percentage of work on such projects not completed, the names and qualifications of the personnel who will have supervisory responsibility for the performance of the contract, any significant changes in the bidder's financial position or corporate structure since the date the certificate was issued or renewed, any change in the contractor's qualification status, and such other relevant information as the Commissioner of Administrative Services prescribes. Any bid submitted without a copy of the prequalification certificate and an update bid statement shall be invalid. Any public agency that accepts a bid submitted without a copy of such prequalification certificate and an update bid statement, as required by this section, may become ineligible for the receipt of funds related to such bid.

Name of Project that company is bidding on: Burrville Regional Fire Training School		
Project Number: BI-FP-013-2CB		
Name of Company: Performance Plumbing & Heating LLC		
FEIN: 251908740		
Company Address: 400 Riverside Avenue, Torrington, CT, 06790		
Prequalification Contact: Joseph Yanavich		Telephone Number: (860) 496-0168x201
Prequalification Expiration Date: 08/13/2016	Single Limit: \$5,000,000.00	Aggregate Work Capacity (AWC): \$10,000,000.00
* This amount equals your company's AWC minus the Total \$ Amount of Work Remaining.		* Remaining Aggregate Work Capacity: \$8,524,695.00

Please list all of your company's BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) WHICH WERE 100% COMPLETED SINCE THE DATE YOUR PREQUALIFICATION WAS ISSUED OR RENEWED: (Please add additional page(s) if required)

Name of Project	Owner of Project	Date Project Completed	Total Contract Amount
Bartlett Arboretum, Stamford	City of Stamford	06/14/12	\$99,500.00
Community Health Center - Middletown	Community Health Center	05/01/12	\$2,028,774.00
Francis Xavier Plaza	Francis Xavier Plaza	12/19/14	\$1,052,000.00
Highwood Square	Highwood Square project	09/30/11	\$686,750.00

Please list all of your company's BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) CURRENTLY UNDER CONTRACT: (Please add additional page(s) if required. Please total the Work Remaining column)

Name of Project	Owner of Project	Total Contract Amount	% Complete	Work Remaining (\$)
Bridges at Trumbull	National Development	\$2,795,000.00	96.00	\$111,800.00
Common Ground High School-HVAC	Common Ground High School	\$1,385,000.00	29.00	\$983,350.00
Common Ground High School-PLBG	Common Ground High School	\$364,500.00	21.00	\$287,955.00
Total \$ Amount of Work Remaining				\$1,475,305.00

Please list the names and titles of the personnel who will have supervisory responsibility for the performance of the contract being bid on: (Please add additional page(s) if required)

Individual Name	Title of Individual

Please list all of your company's BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) WHICH WERE 100% COMPLETED SINCE THE DATE YOUR PREQUALIFICATION WAS ISSUED OR RENEWED: [CONTINUED FROM PAGE 1]

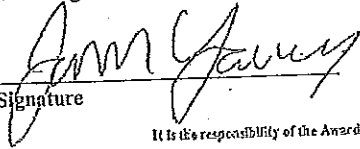
Name of Project	Owner of Project	Date Project Completed	Total Contract Amount
MDC Renovations, phase 1	MDC Hartford	04/24/14	\$617,000.00
Mountainside Treatment Center	A E Land, LLC	05/12/14	\$1,524,100.00
New Britain Armory-Boiler & Hot Water upgrade	State of Ct Military Dept	04/27/11	\$196,000.00
New Fire Station, Norwalk Fire Headquarters	City of Norwalk	09/30/13	\$2,211,325.00
Norwalk Community College	Connecticut DPW	01/06/12	\$1,198,000.00
University of St Joseph CARE	University of St Joseph		\$341,500.00
USCG R&D Expansion	JCF Fort Trumbull Office, LLC	05/02/14	\$244,500.00
Warren Community/Senior Center	Town of Warren	09/12/12	\$295,000.00
Wesleyan Squash Courts Adaptive Reuse	Wesleyan University	12/28/11	\$810,500.00
Wesleyan University-Butterfield A/B/C Residential backfill	Wesleyan University	08/23/12	\$987,400.00

Please list all of your company's BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) CURRENTLY UNDER CONTRACT: [CONTINUED FROM PAGE 2]

Name of Project	Owner of Project	Total Contract Amount	% Complete	Work Remaining (\$)
John F Kennedy High School	City of Waterbury	\$2,305,000.00	96.00	\$92,200.00

Have there been any changes in your company's financial condition or business organization which might affect your company's ability to successfully complete this contract?
Yes No <input checked="" type="checkbox"/> X
If yes, please explain: See attached page

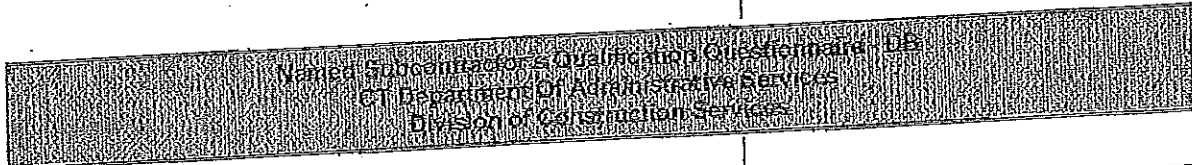
I certify under penalty of law that all of the information contained in this Update (Bid) Statement is true and accurate to the best of my knowledge as of the date below.


Signature

9/8/15
Date

It is the responsibility of the Awarding Authority to determine if any of the information provided above will impact the contractor's performance on this project.
The DAS' Contractor Prequalification Program can be reached at (800) 713-5283

Rev. 09_24_07



DCS Project Number: _____

Project Name:
(From QBS Web Ad) _____

Project Location: _____

Brief Project Description:
(From QBS Web Ad) _____

Purpose:

All Proposers are required to file this document, properly completed, for all Named Subcontractors named in their sealed 00 42 53 Total Cost Proposal Form D-B with their Sealed Total Cost Proposal Components for this Project. Failure of a Proposer to answer any question or provide required information may be grounds for the awarding authority to disqualify and reject the proposal. If a question or request for information does not pertain to your organization in any way, use the symbol "NA" (Not Applicable). Use additional 8 1/2" x 11" sheets with your letterhead as necessary.

All Proposers are also required to attach a copy of all of their Named Subcontractors Contractor's DAS Pre-qualification Certificates and the DAS Update Certificates for the DAS General Building Construction Classification as stated in the 00 42 53 Total Cost Proposal Form with their 00 42 53 Total Cost Proposal Form - DB and with their Sealed Total Cost Proposal Components for this Project. For all DPW projects designated CT DAS General Building Construction Classification Group A, Group B, or Group C the Proposer must submit a Connecticut Major Contractor's License issued by the Connecticut Department of Consumer Protection for all of their Named Subcontractors with the Total Cost Proposal Form.

The Department of Construction Services reserves the right to request any additional or supplemental information necessary to complete its evaluation of a DB Proposer's qualification.

This document is used to provide information relating to the principal construction entities that will be engaged by the Proposer to implement this project if selected by the State. This is not a request for pre-qualification information. This information is intended to assist in determining general qualification of the Proposers.

1. Indicate exactly the name by which this organization is known:

Name: Electrical Energy Systems Corporation

2. How many years has this organization been in business under its present business name?

Years: 26 Years

3. How many years has this organization been in business as a Subcontractor?

Years: 26 Years

4. If this organization has not always been a Subcontractor, list the trade(s) that your firm customarily performed prior to the time that you became a Subcontractor:

- 4.1 Electrical
- 4.2 Voice & Data Communications
- 4.3 _____

5. Indicate all other names by which this organization has been known and the length of time known by each name:

- 5.1 None
- 5.2 _____
- 5.3 _____

6. This firm is a:

- Corporation:
- Partnership:
- Sole Proprietorship:
- Joint Venture:
- Other: _____

7. Attach resumes of all supervisory personnel, such as Principals, Project Managers, and Superintendents, who will be directly involved with the project on which you are now a subcontractor. Indicate the number of years of construction experience and number of years of which they were in a Supervisory capacity.
 See Attached Sheets #3

8. List all sub-trades which your firm customarily performs with own employees.

- 8.1 Electrical
- 8.2 Voice & Data Communications
- 8.3 _____
- 8.4 _____
- 8.5 _____

State of CT D.C.P. License or Registration Number: #ELC.0103805-E-1

Trade: Electrical

9. Trade References: Names, addresses and telephone numbers of several firms with whom your organization has regular business dealings (attach separate sheets as necessary):

See Attached Sheets #4

Electrical Energy Systems Corporation

KEY PERSONNEL

1. John E. Taylor, Jr.
President/Treasurer
34 Years in Electrical & General Contracting

2. Steve Kaczynski
Project Manager
31 Years in Electrical & General Contracting

3. David C. Ash
Estimator/Project Manager
20 Years in Electrical Contracting

4. Scott Paradis
Estimator/Project Manager
20 Years in Electrical Contracting

5. James Nasuta
Estimator/Safety Officer
34 Years in Electrical Contracting

JOHN E. TAYLOR, JR.

Electrical Energy Systems Corporation
215 Captain Lewis Drive
Southington, CT 06489
Phone: (860) 621-9657 FAX: (860) 621-2456
E-Mail: taylorj@eesc-ct.com

SUMMARY

President - Electrical Energy Systems Corporation - Specializing in all phases of electrical contracting, renovations of water and wastewater treatment facilities, voice/data communications and life safety systems.

WORK HISTORY

1989-Present - President of Electrical Energy System Corporation
Responsible for all aspects of business management, overseeing estimating and project management.

1983-1989 - Vice President of EES Corp
Project management for general and electrical projects ranging from \$100,000.00 to \$5,000,000.00.

1981-1983 - Electrical Estimator/Project Manager for EES Corp. - Commercial and industrial electrical contracting.

EDUCATION

1977- Post Graduate - E.C. Goodwin Tech. - Electrical studies
1975 - Plainville High School, Plainville, CT

LICENSES & CERTIFICATES

- Connecticut License: ELC0103805-E1
- Massachusetts License: ELA-11725
- Independent Electrical Contractors of New England
- Associated Builders and Contractors of Connecticut
- American Subcontractors Association of CT

YEARS OF CONSTRUCTION EXPERIENCE

- 34 Years of Construction Experience
- 28 Years in Supervisory Capacity

STEVEN R. KACZYNSKI

Electrical Energy Systems Corporation

215 Captain Lewis Drive

Southington, CT 06489

Phone: (860) 621-9657 FAX: (860) 621-2456

E-Mail: stevek58@gmail.com

SUMMARY

Forman/Superintendent - Electrical Energy Systems Corporation -
Specializing in all phases of electrical contracting, renovations of
water and wastewater treatment facilities, voice/data
communications, life safety systems and generator systems.

WORK HISTORY

1989-Present - Superintendent of Electrical Energy System
Corporation Responsible for electrical operations on Jobsites.

1989-Present - Electrician/Foreman for Electrical Energy Systems
Corporation - General and electrical projects ranging from
\$50,000.00 to \$5,000,000.00.

EDUCATION

1979 - Post Graduate - Kaynor Tech. - Electrical studies

1976 - Plainville High School, Plainville, CT

LICENSES & CERTIFICATES

- Connecticut License: ELC0104523-E1
- OSHA "Confined Space" Rule
- OSHA 30 Construction Safety & Health
- First Aid / CPR

YEARS OF CONSTRUCTION EXPERIENCE

- 32 Years of Construction Experience
- 22 Years in Supervisory Capacity

DAVID C. ASH

Electrical Energy Systems Corporation
215 Captain Lewis Drive
Southington, CT 06489
Phone: (860) 621-9657 FAX: (860) 621-2456
E-Mail: dash@eesc-ct.com

SUMMARY

Project Manager - Electrical Energy Systems Corporation -
Specializing in all phases of electrical contracting, renovations of
water and wastewater treatment facilities, voice/data
communications, life safety systems and generator systems.

WORK HISTORY

2000-Present - Project Manager of Electrical Energy System
Corporation Responsible for business management and overseeing
estimating on various projects.

1997-2000 - Estimator for Electrical Energy Systems Corporation
Estimated for general and electrical projects ranging from
\$100,000.00 to \$5,000,000.00.

1991-1997 - Electrician/Foreman for Electrical Energy Systems
Corporation - General and electrical projects ranging from
\$50,000.00 to \$3,000,000.00.

EDUCATION

1990 - Post Graduate - Kaynor Tech - Electrical studies
1989 - Wolcott High School - Wolcott, CT

LICENSES & CERTIFICATES

- Connecticut License: ELC.0163389-E2
- OSHA "Confined Space" Rule
- OSHA 30 Construction Safety & Health
- First Aid / CPR

YEARS OF CONSTRUCTION EXPERIENCE

- 20 Years of Construction Experience
- 14 Years in Supervisory Capacity

SCOTT H. PARADIS

Electrical Energy Systems Corporation
215 Captain Lewis Drive
Southington, CT 06489
Phone: (860) 621-9657 FAX: (860) 621-2456
E-Mail: sparadis@eesc-ct.com

SUMMARY

Project Manager / Estimator - Electrical Energy Systems Corporation - Specializing in all phases of electrical contracting, renovations of water and wastewater treatment facilities, voice/data communications, life safety systems and generator systems.

WORK HISTORY

1993-Present - Project Manager of Electrical Energy System Corporation Responsible for electrical projects execution.

1993-Present - Electrician/Project Manager for Electrical Energy Systems Corporation - General and electrical projects ranging from \$50,000.00 to \$5,000,000.00.

EDUCATION

1993 - Post Graduate - E.C. Goodwin Tech. - Electrical studies
1990 - Plainville High School, Plainville, CT

LICENSES & CERTIFICATES

- Connecticut License: ELC.0181026-E2
- OSHA "Confined Space" Rule
- OSHA 30 Construction Safety & Health
- First Aid / CPR.
- Fall Protection Certification

YEARS OF CONSTRUCTION EXPERIENCE

- 18 Years of Construction Experience
- 12 Years in Supervisory Capacity

JAMES T. NASUTA

Electrical Energy Systems Corporation
215 Captain Lewis Drive
Southington, CT 06489
Phone: (860) 621-9657 FAX: (860) 621-2456
E-Mail: jnasuta@eesc-ct.com

SUMMARY

Senior Safety Officer and Electrical Estimator with extensive experience with implementing and supervising. Attend pre-job meetings, review/interpret electrical, architectural & mechanical drawings/plans; serve as liaison with other contractors, ability to manage multiple projects from concept to fully operational status. Goal-oriented individual with strong leadership capabilities. Organized, highly motivated, and detail-directed problem solver. Proven ability to work in unison with staff, owners, contractors and engineers.

WORK HISTORY

2012-Present - Electrical Energy Systems Corporation,
Business Development/Estimator/Safety Officer.

1980-2012 Electrical Contractors, Inc. Hartford CT
Project Manager/Estimator/Drug Administrator/Safety Officer

EDUCATION

- 2006 - OSHA Construction Outreach Trainer
- 1997 - Boom-Supported Elevating Work Platform
Safety Training Course
- 1996 - Occupational Safety & Health Training Course
(10-hour Safety & Health) (also in 1992)
- 1995 - Supervisor Reasonable Suspicion Training
- 1994 - CT Associated Builders & Contractors Foreman's Workshop
- 1993 - Project Management in Construction
- 1993 - Theory, Operation & Maintenance of Video conferencing
System (Picture tel Corporation)
- 1993 - NUCA Confined Space Entry Program
(National Utility Contractors Association)
- 1989 - Project Supervision Training Program
(Electrical Contractors, Inc.)
- 1987 - Leadership Skills for Managers (Central CT State University)
- 1986 - Blue Print Reading Course (Middlesex Community College)
- 1979 - A.I. Prince Regional Vocational Technical School

LICENCES & CERTIFICATES

- Connecticut License: ELC.0157313-E2

YEARS OF CONSTRUCTION EXPERIENCE

- 34 Years of Construction Experience
- IEC Northeast Regional Director
- IEC National Board of Directors
- 2000-2012 Board of Directors IEC-NE
- 2003-2004 President of IEC-NE

STATE OF CONNECTICUT DEPARTMENT OF CONSUMER PROTECTION
Be it known that

JOHN E. TAYLOR JR.
28 FAWN DR.
FARMINGTON, CT 06032-3057

has been certified by the Department of Consumer Protection as a licensed

ELECTRICAL UNLIMITED CONTRACTOR

License # ELC-0103805-E1

Effective 10/01/2014
Expiration 09/30/2015

William M. Rubenstein, Commissioner

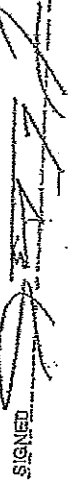
STATE OF CONNECTICUT

ELECTRICAL UNLIMITED CONTRACTOR

JOHN E. TAYLOR JR.
28 FAWN DR.

FARMINGTON, CT 06032-3057

LIC./REG NO. ELC-0103805-E1 EFFECTIVE 10/01/2014 EXPIRES 09/30/2015

SIGNED 

REFERENCES

ARCHITECTS/ENGINEERS:

KNAPP ENGINEERING
P.O. BOX 7057
PROSPECT, CT 06712
(203) 758-3503
ATTN: GREG KNAPP

FUSS & O'NEILL, INC.
146 HARTFORD ROAD
MANCHESTER, CT 06040-5992
(860) 742-5377
ATTN: MIKE CALLAHAN

WRIGHT PIERCE ENGINEERING
75 WASHINGTON AVENUE
PORTLAND, ME 04101
1 (207) 760-2991
ATTN: TONY D'AMELIO

REFERENCES (CONT'D)

TRADE:

KOVACS CONSTRUCTION CORPORATION
297 WHITE STREET
DANBURY, CT 06810
(203) 743-4022
(203) 790-1326
ATTN: TOM KOVACS

C.H. NICKERSON & COMPANY, INC.
49 HAYDEN HILL ROAD
P.O. BOX 808
TORRINGTON, CT 06790
(860) 489-0455, EXT. 213
(860) 496-0483
ATTN: MIKE ROY

KAMAN CORPORATION
1332 BLUE HILLS AVENUE
BLOOMFIELD, CT
(860) 243-9704
ATTN: BOB CIVITELLO

TURNER CONSTRUCTION CO., INC.
440 WHEELERS FARM ROAD, SUITE 301
MILFORD, CT 06460
(203) 783-8800
ATTN: PHIL MAZZATTI

REFERENCES (CONT'D)

EQUIPMENT/CREDIT:

REXEL-ELECTRICAL & DATA COM SUPPLIES
270 LOCUST STREET
P.O. BOX 0179
HARTFORD, CT 06141-0179
PHONE: 1-800-842-8078
FAX: 860-527-3012
ATTN: JOHN MIVILLE

GRAYBAR ELECTRIC
25 RESEARCH PARKWAY
WALLINGFORD, CT 06492
PHONE: 1-800-229-2537
FAX: 203-284-4550
ATTN: STEVE CORLISS

EW-ELECTRICAL WHOLESALERS
133 WALNUT STREET
HARTFORD, CT 06120
PHONE: 860-522-3232
FAX: 860-548-3549
ATTN: MARK OSAK

10. All Construction Projects your organization has in process (attach separate sheets using the following format as necessary):

See Attached Sheets #1 thru #1A

10.1 Specific Title & Location:

10.2 Contract Amount:

10.3 Description of your scope of work performed:

10.4 Owner:

10.5 General Contractor:

10.6 Designer:

10.7 Start Date:

10.8 Finish Date:

*10.9 Any Quality or Management Complaint:

10.10 Owners Representative:

(Name)

Telephone Number

10.11 G.C. Representative:

(Name)

Telephone Number

*Please attach a separate sheet explaining any negative entry in this row.

ELECTRICAL ENERGY SYSTEMS CORP.

SHEET #1

CONSTRUCTION PROJECTS IN PROGRESS

<u>TITLE & LOCATION</u>	<u>CONTRACT AMOUNT</u>	<u>OWNER</u>	<u>DESIGNER</u>	<u>START DATE</u>	<u>FINISH DATE</u>	<u>ANY COMPLAINT AS TO QUALITY OR MANAGEMENT</u>	<u>NAME & PHONE OF OWNERS REP.</u>
GRANBY MIDDLE SCHOOL GENERATOR GRANBY, CT	192,400.00	TOWN OF GRANBY	J.P. ENGINEERING	Jul. 15	Oct. 15	NO	TOWN OF GRANBY FRAN ARMANTANO 860-844-5319
PHASE II OLD STATE HOUSE ROOF REPLACEMENT AND EXTERIOR RENOVATIONS HARTFORD, CT	40,700.00	OFFICE OF LEGISLATIVE MANAGEMENT	TECTON ARCHITECTS	Mar. 15	Sept. 15	NO	KRONENBERGER & SONS RESTORATION, INC. JAY VAILLETTE 860-894-1167
UNIVERSITY OF HARTFORD MICRO-GRID HARTFORD, CT	913,653.00	UNIVERSITY OF HARTFORD	FUSS & O'NEILL	Oct. 14	Sept. 15	NO	FUSS & O'NEILL ANDREW TACKE 1-413-452-0445, EXT. 4407
UCONN CODE REMEDIATION BRONWELL FACILITY STORRS, CT	23,834.00	UCONN	PLANNING, ARCHITECTURAL & ENGINEERING SERVICES	Jul. 15	Aug. 15	NO	UCONN RICHARD SPASH 860-486-2618

ELECTRICAL ENERGY SYSTEMS CORP.

PUMP STATIONS IN PROGRESS

<u>TITLE & LOCATION</u>	<u>CONTRACT AMOUNT</u>	<u>OWNER</u>	<u>DESIGNER</u>	<u>START DATE</u>	<u>FINISH DATE</u>	<u>ANY COMPLAINT AS TO QUALITY OR MANAGEMENT</u>	<u>NAME & PHONE OF OWNERS REP.</u>
MDC FILTER HOUSE PROJECT HARTFORD, CT	84,508.45	THE METROPOLITAN DISTRICT	THE METROPOLITAN DISTRICT	Jul. 15	Oct. 15	NO	THE METROPOLITAN DISTRICT ERIC PIZZOFERRATO 860-278-7850 - EXT. 3522
SOUTHINGTON WPCF UPGRADE SOUTHINGTON, CT	227,631.00	TOWN OF SOUTHINGTON	TIGHE & BOND	Jun. 15	Dec. 15	NO	KOVACS CONSTRUCTION TOM KOVACS 203-743-4022
COBBLESTONE/LINSLEY LAKE PSS GENERATORS HAMDEN & NORTH BRANFORD, CT	103,855.00	SCCRWA	TIGHE & BOND	Dec. 14	Aug. 15	NO	SOUTH CENTRAL CONNEX REGIONAL WATER AUTHORITY PATRICK KEOUGH 203-401-2766
COON HOLLOW ROAD PUMP STATION GENERATOR DERBY, CT	139,875.00	SCCRWA	TIGHE & BOND	Oct. 14	Jun. 15	NO	SOUTH CENTRAL CONNEX REGIONAL WATER AUTHORITY PATRICK KEOUGH 203-401-2766
BUCKINGHAMNEWINGTON MDC PUMP STATIONS HARTFORD COUNTY, CT	307,500.00	THE METROPOLITAN DISTRICT	TIGHE & BOND	Apr. 14	Oct. 15	NO	KOVACS CONSTRUCTION TOM KOVACS 203-743-4022
LAKESIDE DRIVE PUMP STATION BRIDGEPORT, CT	177,075.00	CITY OF BRIDGEPORT	MALCOLM PIRNIE	Feb. 14	Oct. 15	NO	KOVACS CONSTRUCTION TOM KOVACS 203-743-4022
MDC PUMP STATION REPAIRS/ IMPROVEMENTS HARTFORD COUNTY, CT	2,437,040.00	THE METROPOLITAN DISTRICT	WRIGHT-PIERCE ENGINEERING	Jan. 14	Dec. 15	NO	THE METROPOLITAN DISTRICT ERIC PIZZOFERRATO 860-278-7850 - EXT. 3522
EAST HARTFORD WPCF HEADWORKS UPGRADE EAST HARTFORD, CT	178,000.00	THE METROPOLITAN DISTRICT	HAZEN & SAWYER	Nov. 13	Oct. 15	NO	KOVACS CONSTRUCTION TOM KOVACS 203-743-4022
NEW HAVEN WET WEATHER IMPROVEMENTS NEW HAVEN, CT	8,817,620.00	GNHWPCA	CH2M Hill, Inc.	Apr. 14	Jun. 16	NO	C.H. NICKERSON & CO., IN DANIEL RADASCI 860-489-0455

ELECTRICAL ENERGY SYSTEMS CORP.

SHEET #1B

ITEMS IN PROGRESS

<u>TITLE & LOCATION</u>	<u>CONTRACT AMOUNT</u>	<u>OWNER</u>	<u>DESIGNER</u>	<u>START DATE</u>	<u>FINISH DATE</u>	<u>ANY COMPLAINT TO QUALITY MANAGEMENT</u>	<u>NAME & PHONE OF OWNERS REP.</u>
CHESHIRE WPCOF UPGRADE CHESHIRE, CT	4,430,500.00	TOWN OF CHESHIRE	AECOM	Nov. 13	Nov. 15	NO	CARLIN CONTRACTING CO. BRUCE MILLER 860-433-8337, Ext. 140.

11. All Construction Projects your organization has completed in the past five years or the 20 projects most recently completed (attach separate sheets using the following format as necessary):

11.1 Specific Title & Location:

See Attached Sheets #2 thru #2H

11.2 Contract Amount:

11.3 Description of your scope of work performed:

11.4 Owner:

11.5 General Contractor:

11.6 Designer:

11.7 Start Date:

11.8 Finish Date:

*11.9 Any Quality or Management Complaint:

11.10 Owners Representative:

(Name)

Telephone Number

11.11 G.C. Representative:

(Name)

Telephone Number

*Please attach a separate sheet explaining any negative entry in this row.

ELECTRICAL ENERGY SYSTEMS CORP.

SHEET #2

ALL CONSTRUCTION PROJECTS COMPLETED IN THE PAST FIVE YEARS OR THE TWENTY MOST RECENTLY COMPLETED:

<u>TITLE & LOCATION</u>	<u>CONTRACT AMOUNT</u>	<u>OWNER</u>	<u>DESIGNER</u>	<u>START DATE</u>	<u>FINISH DATE</u>	<u>ANY COMPLAINT AS TO QUALITY OR MANAGEMENT</u>	<u>NAME & PHONE OF OWNERS REP.</u>
UCONN ATWATER LAB STORRS, CT	346,500.00	UCONN	JCJ ARCHITECTURE	Mar. 14	Oct. 14	NO	FUSS & O'NEILL JAMES GALEY 860-486-3286
HARTFORD STEAM MCC REPLACEMENT HARTFORD, CT	130,415.00	HARTFORD STEAM	RZ DESIGN ASSOCIATES, INC.	Sept. 13	Jan. 14	NO	HARTFORD STEAM BRUCE LINDER 860-548-7350
NEW LONDON HIGH SCHOOL ATHLETIC CONCESSION BLDG. NEW LONDON, CT	275,000.00	NEW LONDON BOARD OF ED	FRIAR ASSOCIATES, INC.	Jul. 13	Sept. 14	NO	H.I. STONE & SONS CARL ROSA 203-264-8656
UCONN MANCHESTER HALL STORRS, CT	113,600.00	UCONN	UCONN	Jul. 13	Oct. 13	NO	UCONN BRIAN MCKEON, PE 860-486-0242
UCFM CODE REMEDIATION FOR BUDDS BUILDING STORRS, CT	11,080.00	UCONN	UCONN	Apr. 13	Jul. 13	NO	UCONN RICHARD SPASH 860-486-2618
UCFM ALUMNI QUAD MECHANICAL RMS. 1, 2, 3 & 4 STORRS, CT	12,600.00	UCONN	UCONN	May. 13	July. 13	NO	UCONN RICHARD SPASH 860-486-2618
KAMAN BUILDING 19 & 32 RENOVATIONS BLOOMFIELD, CT 06002	735,000.00	KAMATICS CORPORATION	AMENTA EIMMA ARCHITECTS	Sept. 12	Sept. 14	NO	PDS ENGINEERING KEVIN MCCONNELL 860-242-8586
MATHEWS PARK LOCKWOOD MATHEWS MANSION MUSEUM NEW ELECTRICAL SERVICE NORWALK, CT	244,700.00	CITY OF NORWALK	DAVID SCOTT PARKER ARCHITECTS, LLC	Oct. 12	Jun. 13	NO	DAVID SCOTT PARKER, ARC JOHN WASILEWSKI 203-259-3373
DODD MEMORIAL STADIUM NORWICH, CT	77,710.00	CITY OF NORWICH	VANZELM, HEYWOOD & SHADFORD, INC.	Aug. 12	Feb. 13	NO	G. SCHNIP CONSTRUCTION GARY SCHNIP 860-889-2854

ALL CONSTRUCTION PROJECTS COMPLETED IN THE PAST FIVE YEARS OR THE TWENTY MOST RECENTLY COMPLETED:

<u>TITLE & LOCATION</u>	<u>CONTRACT AMOUNT</u>	<u>OWNER</u>	<u>DESIGNER</u>	<u>START DATE</u>	<u>FINISH DATE</u>	<u>ANY COMPLAINT AS TO QUALITY OR MANAGEMENT</u>	<u>NAME & PHONE OF OWNERS REP.</u>
WILLIMANTIC HOUSING AUTHORITY		WILLIMANTIC HOUSING AUTHORITY	FUSS & O'NEIL	Jul. 12	Feb., 13	NO	WILLIMANTIC HOUSING AUTHORITY BRUCE BORDERS 860-456-2551
QUARRY HEIGHTS FIRE ALARM UPGRADES PORTLAND, CT	201,867.00	PORTLAND HOUSING AUTHORITY	CAPITOL STUDIO ARCHITECTS	Jul. 12	Jun. 13	NO	PORTLAND HOUSING AUTHORITY STEVE BALL 860-342-1688
DAMATO APARTMENTS FIRE ALARM UPGRADES NEW BRITAIN, CT	159,887.00	NEW BRITAIN HOUSING AUTHORITY	SALAMONE ASSOCIATES, PC	Apr. 12	Feb., 13	NO	NEW BRITAIN HOUSING AUTHORITY AXEL GONZALEZ 860-225-3534, EXT. 205
KAMATICS OFFICE RENOVATIONS BLOOMFIELD, CT	123,000.00	KAMATICS	KAMAN AEROSPACE CORPORATION	Apr. 12	Feb., 13	NO	PDS ENGINEERING SCOTT KOUCHAS 860-242-8586
MANCHESTER MEMORIAL HOSPITAL MANCHESTER, CT	130,000.00	MANCHESTER HOSPITAL	FUSS & O'NEILL	Jan. 12	Apr. 12	NO	FUSS & O'NEILL DON LUCIER 860-646-2469, EXT. 5514
COVENTRY FIRE HOUSE COVENTRY, CT	155,000.00	TOWN OF COVENTRY	FUSS & O'NEILL	Feb. 12	Jun. 12	NO	FUSS & O'NEILL CHARLES AHLES 860-646-2469
POST UNIVERSITY WATERBURY, CT	40,000.00	POST UNIVERSITY	FRIAR ASSOCIATES	Aug. 11	June. 12	NO	H.I. STONE & SON CARL ROSA 203-264-8656
CCSC-NEW ACADEMIC BLDG. SITE LITE NEW BRITAIN, CT	104,651.00	STATE OF CT DPW	BURT & HILL	Sept. 11	Jun., 13	NO	GILBANE BUILDING COMPANY AARON KRUEGER 860-368-5100
HIGHLAND PARK ELEM. SCHOOL MANCHESTER, CT	1,158,966.00	TOWN OF MANCHESTER	MOSER PILON NELSON / ARCHITECTS	Aug. 11	Feb., 13	NO	GILBANE BUILDING COMPANY AARON KRUEGER 860-368-5100

ELECTRICAL ENERGY SYSTEMS CORP.

SHEET #2B

ALL CONSTRUCTION PROJECTS COMPLETED IN THE PAST FIVE YEARS OR THE TWENTY MOST RECENTLY COMPLETED:

<u>TITLE & LOCATION</u>	<u>CONTRACT AMOUNT</u>	<u>OWNER</u>	<u>DESIGNER</u>	<u>START DATE</u>	<u>FINISH DATE</u>	<u>ANY COMPLAINT AS TO QUALITY OR MANAGEMENT</u>	<u>NAME & PHONE OF OWNERS REP.</u>
GUILFORD SCHOOLS FIRE ALARM BLOOMFIELD, CT	419,125.00	TOWN OF GUILFORD	INTEGRATED TECHNICAL SYSTEMS, INC.	July. 11	Feb. 12	NO	INTEGRATED TECHNICAL SYSTEMS, INC. BILL KORBELAK 203-265-8100
KAMAN KIT BUILDING 41. BLOOMFIELD, CT	270,000.00	KAMAN AEROSPACE CORPORATION	KAMAN AEROSPACE CORPORATION	Feb. 11	Jan. 12	NO	PDS ENGINEERING JOE LUCIA 860-242-8586
COVENTRY DPW FACILITY COVENTRY, CT	220,000.00	TOWN OF COVENTRY	DESIGN BUILD	May. 11	Jan. 12	NO	FUSS & O'NEILL CHARLES AHLES 860-646-2469
SOUTHURY TRAINING SCHOOL SOUTHURY, CT	28,300.00	STATE OF CONNECTICUT	STATE OF CONNECTICUT	May. 11	Sept. 11	NO	STATE OF CONNECTICUT DEPT. OF DEVELOPMENT SE WILLIAM KILJANY 203-529-8657
UCONN STORRS HALL STORRS, CT	795,000.00	UCONN	TAI SOO KIM PARTNERS, LLC	May. 11	Feb. 13	NO	CONSIGI CONSTRUCTION C JOHN POSILLICO 1-508-458-0463
MILFORD FIRE HOUSE MILFORD, CT	94,598.00	CITY OF MILFORD	CITY OF MILFORD	Sept. 10	Jan. 11	NO	MILFORD FIRE RESCUE CHIEF BILL HEALEY 203-783-3753
ARECC (Army Reserve Center) LAKEHURST, NJ	1,860,000.00	UNITED STATES ARMY CORPS OF ENGINEERS	JOSEPH BERGIN ARCHITECT, PC	Sept. 10	Jul. 13	NO	DTC ENGINEERS & CONSTRU MARK WICHMANN 203-239-4200
RI ANG AIR TRAFFIC CONTROL TOWER NORTH KINGSTOWN, RI	963,985.00	RHODE ISLAND NATIONAL GUARD	BURNS & MCDONNELL	Sept. 10	Jun. 13	NO	CUTTER ENTERPRISES, I BOB DWYER 860-871-2839
NAVAL SUB-BASE NEW LONDON GROTON, CT	271,000.00	UNITED STATES NAVY	UNITED STATES KRUGLER ENGINEERING	Sept. 10	Feb. 12	NO	ALL STATE CONSTRUCTION BILL MCCOUBREY 860-678-0678

ELECTRICAL ENERGY SYSTEMS CORP.

SHEET #2C

ALL CONSTRUCTION PROJECTS COMPLETED IN THE PAST FIVE YEARS OR THE TWENTY MOST RECENTLY COMPLETED:

<u>TITLE & LOCATION</u>	<u>CONTRACT AMOUNT</u>	<u>OWNER</u>	<u>DESIGNER</u>	<u>START DATE</u>	<u>FINISH DATE</u>	<u>ANY COMPLAINT AS TO QUALITY OR MANAGEMENT</u>	<u>NAME & PHONE OF OWNERS REP.</u>
NEW LONDON HS ATHLETIC FACILITY NEW LONDON, CT	86,100.00	NEW LONDON BOARD OF ED	FRIAR ASSOCIATES, INC.	Jun. 10	Jun. 11	NO	H.I. STONE & SONS CARL ROSA 203-264-8656

ELECTRICAL ENERGY SYSTEMS CORP.

SHEET #2D

COMPLETED PUMP STATIONS

<u>TITLE & LOCATION</u>	<u>CONTRACT AMOUNT</u>	<u>OWNER</u>	<u>DESIGNER</u>	<u>START DATE</u>	<u>FINISH DATE</u>	<u>ANY COMPLAINT AS TO QUALITY OR MANAGEMENT</u>	<u>NAME & PHONE OF OWNERS REP.</u>
WALLINGFORD WPCF ALUM BULK STORAGE TANK WALLINGFORD, CT	9,975.00	TOWN OF WALLINGFORD	DESIGN BUILD	May. 14	Sept. 14	NO	KOVACS CONSTRUCTION CO. TOM KOVACS 203-743-4022
N. CHESHIRE WELLFIELD MCC REPLACEMENT CHESHIRE, CT	177,465.00	SOUTH CENTRAL REGIONAL WATER AUTHORITY	TIGHE & BOND	Oct. 13	Jun. 14	NO	SOUTH CENTRAL REGIONAL WATER AUTHORITY PATRICK KEOUGH 203-401-2766
BIRCHWOOD WELL FIELD ELECTRICAL SERVICE UPGRADE & EQUIPMENT MODIFICATIONS MAFLBOROUGH, CT	18,650.00	AQUARION WATER CO. OF CONN.	SNYDER CIVIL ENGINEERING, LLC	May. 13	Nov. 13	NO	SNYDER CIVIL ENGINEERING DONALD R. SNYDER, JR., P.E. 860-212-5188
PEAGLER HILL WELL FIELD ELECTRICAL SERVICE UPGRADE AND POWER NEW MILFORD, CT	128,628.00	AQUARION WATER CO. OF CONN.	SNYDER CIVIL ENGINEERING, LLC	May. 13	Nov. 13	NO	SNYDER CIVIL ENGINEERING DONALD R. SNYDER, JR., P.E. 860-212-5188
WALLER ROAD PUMP STATION BRIDGEPORT, CT	155,000.00	CITY OF BRIDGEPORT	ROALD & HAESTAD, INC.	May. 13	Oct. 14	NO	KOVACS CONSTRUCTION CO. TOM KOVACS 203-743-4022
HOYT STREET PUMP STATION DARIEN, CT	35,400.00	TOWN OF DARIEN	GHD	May. 13	Oct. 13	NO	KOVACS CONSTRUCTION CO. TOM KOVACS 203-743-4022
ILIFF PUMP STATION STAMFORD, CT	68,570.00	AQUARION WATER CO. OF CONN.	ROALD & HAESTAD, INC.	Mar. 13	Dec. 13	NO	KOVACS CONSTRUCTION CO. TOM KOVACS 203-743-4022
MDC CSO STORAGE BASIN #2 HARTFORD, CT	42,458.00	THE METROPOLITAN DISTRICT	MALCOLM FIRNIE	Feb. 13	Jun. 13	NO	KOVACS CONSTRUCTION CO. TOM KOVACS 203-743-4022
BROOKSIDE DRIVE PUMP STATION FAIRFIELD, CT	142,300.00	AQUARION WATER CO. OF CONN.	ROALD & HAESTAD, INC.	Jan. 13	Jun. 13	NO	C.H. NICKERSON & CO. INC. DON TISO 860-489-0455

ELECTRICAL ENERGY SYSTEMS CORP.

COMPLETED PUMP STATIONS

<u>TITLE & LOCATION</u>	<u>CONTRACT AMOUNT</u>	<u>OWNER</u>	<u>DESIGNER</u>	<u>START DATE</u>	<u>FINISH DATE</u>	<u>ANY COMPLAINT AS TO QUALITY OR MANAGEMENT</u>	<u>NAME & PHONE OF OWNERS REP.</u>
FARMINGTON WPCF CHEMICAL BUILDING FARMINGTON, CT	51,790.00	TOWN OF FARMINGTON	WRIGHT-PIERCE ENGINEERING	Nov. 12	Jun. 13	NO	KOVACS CONSTRUCTION CO TOM KOVACS 203-743-4022
WEST HARTFORD MDC VALVE REPLACEMENT WEST HARTFORD, CT	20,000.00	MDC	WRIGHT-PIERCE ENGINEERING	Sept. 12	Jun. 13	NO	KOVACS CONSTRUCTION CO TOM KOVACS 203-743-4022
CALDOR PUMP STATION BROOKFIELD, CT	11,000.00	TOWN OF BROOKFIELD	TOWN OF BROOKFIELD	Jun. 12	Dec. 12	NO	KOVACS CONSTRUCTION CO TOM KOVACS 203-743-4022
HARTFORD WPCF RENEWAL/REPLACEMENTS HARTFORD, CT	68,153.00	THE METROPOLITAN DISTRICT	GHC	May. 12	Nov. 13	NO	KOVACS CONSTRUCTION CO TOM KOVACS 203-743-4022
WEST RIVER WATER TREATMENT PLANT WOODBIDGE, CT	24,644.00	TOWN OF WOODBIDGE	TIGHE & BOND	Jan. 12	Jun. 12	NO	KOVACS CONSTRUCTION CO TOM KOVACS 203-743-4022
MDC-PUMP STATIONS- EMERGENCY GENERATORS VARIOUS TOWNS	2,898,908.00	THE METROPOLITAN DISTRICT	WRIGHT-PIERCE ENGINEERING	Jan. 12	Nov. 13	NO	THE-METROPOLITAN-DISTRICT ERIC PIZZO-FERRATO 860-278-7850 - EXT. 3522
RABBIT ROCK PUMP STATION- EAST HAVEN, CT	186,627.00	SOCRWA	TIGHE & BOND	Oct. 11	Jun. 12	NO	SOUTH CENTRAL CONNECTI REGIONAL WATER AUTHORI ROBERT DALY 203-562-4020
LAKE GAILLARD VALVE REPLACEMENT NORTH BRANFORD, CT	33,512.00	SOCRWA	TIGHE & BOND	Jan. 12	Jun. 12	NO	KOVACS CONSTRUCTION CO TOM KOVACS 203-743-4022
PLUM TREES ROAD SEWAGE PUMP STATION BETHEL, CT	77,435.00	TOWN OF BETHEL	ROALD & HAESTAD	Mar. 12	Jul. 13	NO	KOVACS CONSTRUCTION CO TOM KOVACS 203-743-4022

ELECTRICAL ENERGY SYSTEMS CORP.

SHEET #2F

COMPLETED PUMP STATIONS

<u>TITLE & LOCATION</u>	<u>CONTRACT AMOUNT</u>	<u>OWNER</u>	<u>DESIGNER</u>	<u>START DATE</u>	<u>FINISH DATE</u>	<u>ANY COMPLAINT AS TO QUALITY OR MANAGEMENT</u>	<u>NAME & PHONE OF OWNERS REP.</u>
HARTFORD STEAM RIVER PUMP HOUSE HARTFORD, CT	95,215.00	HARTFORD STEAM COMPANY	HARTFORD STEAM COMPANY	Oct. 11	Dec. 11	NO	HARTFORD STEAM COMPANY BRUCE LINDER 860-548-7349
LAKE GAILLARD PUMP STATION NORTH BRANFORD, CT	2,578,229.00	SOCCRWA	TIGHE & BOND	July. 11	Jun. 13	NO	SOUTH CENTRAL CONNECTIC REGIONAL WATER AUTHORITY ROBERT DALY 203-562-4020
PUTNAM WATER TREATMENT PLANT PUTNAM, CT	1,100,000.00	TOWN OF PUTNAM	TLB ARCHITECTURE	July. 11	Nov. 13	NO	C. H. NICKERSON & CO. INC. STEVE EMMENDORFER 860-489-0455
HYDE ROAD PUMP STATION FARMINGTON, CT	79,230.00	TOWN OF FARMINGTON	WRIGHT PIERCE ENGINEERS	Aug. 11	Jun. 12	NO	KOVACS CONSTRUCTION CO. TOM KOVACS 203-743-4022
BURWELL HILL PUMP STATION VFD WESTHAVEN, CT	23,997.00	SOUTH CENTRAL REGIONAL WATER AUTHORITY	SOUTH CENTRAL REGIONAL WATER AUTHORITY	Feb. 11	Mar. 11	NO	SOUTH CENTRAL REGIONAL WATER AUTHORITY PATRICK KEOUGH 203-562-4020
PINE ORCHARD GENERATOR BRANFORD, CT	38,190.00	TOWN OF BRANFORD	TOWN OF BRANFORD	Mar. 11	Aug. 11	NO	BRANFORD WPCF MANNY FURTADO 203-488-3125
WEST POINT USMA BLDG. 727 (GRANDALL) WEST POINT, NY	18,750.00	UNITED STATES MILITARY	UNITED STATES MILITARY	Oct. 10	Jun. 11	NO	KOVACS CONSTRUCTION CO. TOM KOVACS 203-743-4022
UCONN ELECTRICAL VAULT UPGRADE FARMINGTON, CT	272,900.00	UCONN HEALTH CENTER	YAN ZELM ENGINEERS	Sept. 10	Jun. 11	NO	UCONN HEALTH CENTER TOM WISEHART 860-679-7937
MDQ HARTFORD UV PROJECT HARTFORD, CT	1,003,643.00	METROPOLITAN DISTRICT COMPANY	WOODWARD & CURAN	Sept. 10	Jan. 13	NO	C.H. NICKERSON & CO., INC. ALAN PAGNAMENTA 860-489-0455

ELECTRICAL ENERGY SYSTEMS CORP.

COMPLETED PUMP STATIONS

<u>TITLE & LOCATION</u>	<u>CONTRACT AMOUNT</u>	<u>OWNER</u>	<u>DESIGNER</u>	<u>START DATE</u>	<u>FINISH DATE</u>	<u>ANY COMPLAINT AS TO QUALITY OR MANAGEMENT</u>	<u>NAME & PHONE OF OWNERS REP.</u>
GREENWICH AERATION TANK GREENWICH, CT	114,500.00	TOWN OF GREENWICH	MALCOLM PIRNIE	Aug. 10	Jun. 11	NO	KOVACS CONSTRUCTION CO TOM KOVACS 203-743-4022
SOUTH WINDSOR WCF SOUTH WINDSOR, CT	107,150.00	TOWN OF SOUTH WINDSOR	TRANE CORPORATION	May. 10	May. 12	NO	TRANE U.S. INC. JIM DILIETO 860-678-3300
NORWALK WPCF PHASE 1 NORWALK, CT	3,263,807.00	NORWALK WPCF	GDM	Nov. 09	May. 12	NO	GILBANE COMPANY JOHN ABBOTT 860-368-5114
WEST HAVEN WPCF WEST HAVEN, CT	2,256,000.00	CITY OF WEST HAVEN	BLACK VEATCH CORPORATION	Dec. 09	May. 12	NO	C.H. NICKERSON & CO., INC. MICHAEL ROY 860-489-0455
WEST POINT USMA BLDG. 849 WEST POINT, NY	26,580.00	UNITED STATES MILITARY	UNITED STATES MILITARY	Oct. 10	Jun. 11	NO	KOVACS CONSTRUCTION CO TOM KOVACS 203-743-4022
WACCABUG COUNTRY CLUB WWTP WACCABUG, NY	253,744.00	WACCABUG COUNTRY CLUB	MALCOLM PIRNIE	May. 10	Jun. 11	NO	KOVACS CONSTRUCTION CO TOM KOVACS 203-743-4022
TRUMBULL PUMP STATION PHASE 4 TRUMBULL, CT	39,000.00	TOWN OF TRUMBULL	HP ENGINEERING	Jan. 10	Jun. 11	NO	KOVACS CONSTRUCTION CO TOM KOVACS 203-743-4022
MDC RESERVOIR #6 REHAB BLOOMFIELD, CT	398,755.00	CITY OF BLOOMFIELD	METCALF & EDDY	Jul. 09	Jun. 11	NO	KOVACS CONSTRUCTION CO TOM KOVACS 203-743-4022
ANSONIA WPCF ANSONIA, CT	5,172,000.00	CITY OF ANSONIA	CAMP, DRESSER, MCKEE, INC.	Nov. 08	Mar. 11	NO	C.H. NICKERSON & CO., INC. MICHAEL J. ROY 860-489-0455
WINDHAM WPCF UPGRADE WINDHAM, CT	1,958,000.00	TOWN OF WINDHAM	WRIGHT PIERCE ENGINEERS	Aug. 08	May. 12	NO	CARLIN CONTRACTING CO., DAVID JACQUES 860-433-9337

ELECTRICAL ENERGY SYSTEMS CORP.

SHEET #2H

COMPLETED PUMP STATIONS

<u>TITLE & LOCATION</u>	<u>CONTRACT AMOUNT</u>	<u>OWNER</u>	<u>DESIGNER</u>	<u>START DATE</u>	<u>FINISH DATE</u>	<u>ANY COMPLAINT AS TO QUALITY OR MANAGEMENT</u>	<u>NAME & PHONE OF OWNERS REP.</u>
GLASTONBURY WWTP GLASTONBURY, CT	4,500,000.00	TOWN OF GLASTONBURY	WRIGHT PIERCE ENGINEERS	Oct. 07	Jun. 11	NO	C. H. NICKERSON & CO. INC. STEVE EMMENDORFER 880-489-0455

12. Has your organization ever failed to complete a contract, or has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract? If so, indicate the circumstances leading to the project failure and the name of the company which provided the bonding for the failed contract(s):

No

13. List all legal or administrative proceedings currently pending or concluded adversely within the last five years which relate to procurement or performance of any public or private construction contracts. (Exclude OSHA violations which are called for elsewhere in this statement).

13.1 Attached:

13.2 N/A:

14. List all willful or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the D-B Proposal Submittal Due Date for this Project, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or Occupational Safety and Health Act of 1970. Indicate whether these were abated within the time fixed by the citation or whether the citation was appealed. If appealed what is the status or disposition.

14.1 None

14.2

14.3

15. Has your organization had any criminal convictions related to the injury or death of any employee in the three-year period preceding this proposal? Please list any such convictions below.

15.1 None

15.2

15.3

16. Attach a copy of your CT DAS Prequalification that corresponds to the "Classification" of work listed on the Subsection 10.0, Named Subcontractors of Section 00 42 53 Total Cost Proposal Form D-B for this project. All Named Subcontractor CT DAS Prequalification's must have been obtained "prior" to the submittal due date for this Proposal.

See Attached Sheets



STATE OF CONNECTICUT

Current User: [Home](#) [Menu](#) [Log In/Out](#)

[Prequalified Vendor Search Details](#)

DAS Contractor Prequalification Vendor Certificate

[Prequalified Vendor Search Details](#)

[Page Help](#)

Company Name Electrical Energy Systems Corporation

DBA

Address 1 215 Captain Lewis Drive

Address 2

City, State, Zip Southington, CT 06489

Web Address www.eesco-ct.com

Business Type Corporation

Contact(s)

Contact Name	Phone/FAX	Email
Cynthia A. Vose	Phone#: (860) 621-9657 FAX#: (860) 621-2456	cvose@eesco-ct.com

Contractor Prequalification Status

Expiration Date	Single Project	AWC
9/25/2015	\$7,500,000.00	\$15,000,000.00

Prequalification Classification(s)

Classification	Description
ALARM SYSTEMS	Installation, renovation, repair and maintenance of low voltage fire protection, security and other types of alarm systems.
ELECTRICAL	Installation, renovation, repair and maintenance of electrical wiring, circuits, panel boards, fixtures and equipment, including, such incidental or related work as is customarily performed by those in the electrical trade. To prequalify for Electrical you must have an Electrical Contractor License through the State of Connecticut Department of Consumer Protection.

License(s)

License#	Trade	Expire
BLC.0103805-B1	Electrical Unlimited Contractor	9/30/2015
5596457-000	Sales & Use Tax Permit	2/28/2015

This certificate prequalifies the named company to bid solely. It is not a statement of the company's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Licenses/Registrations: It is the contractor's responsibility to update their licensure information by editing their electronic application. Licensure is confirmed by the DAS at time of initial application and at each renewal.

It is the Department of Administrative Services' (DAS) recommendation that all awarding authorities verify the above information by visiting the DAS Prequalification website.

For information regarding the DAS Contractor Prequalification Program visit the above mentioned website or call (860) 713-5280.

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Hit Counter 43,899

State of Connecticut
 Department of Administrative Services (DAS) Contractor Prequalification
Update (Bid) Statement
 (Statement to be included with the bid)

Connecticut General Statute §4a-100 and Connecticut General Statute §4b-91

Each bid submitted for a contract shall include a copy of a prequalification certificate issued by the Commissioner of Administrative Services. The bid shall also be accompanied by an update bid statement in such form as the Commissioner of Administrative Services prescribes. The form for such update bid statement shall provide space for information regarding all projects completed by the bidder since the date the bidder's prequalification certificate was issued or renewed, all projects the bidder currently has under contract, including the percentage of work on such projects completed by the bidder since the date the certificate was issued or renewed, any change in the contractor's qualification status, and such other relevant information as the Commissioner of Administrative Services prescribes. Any bid submitted without a copy of the prequalification certificate and an update bid statement shall be invalid. Any public agency that accepts a bid submitted without a copy of such prequalification certificate and an update bid statement, as required by this section, may become ineligible for the receipt of funds related to such bid.

Name of Project that company is bidding on:
 Burrville Fire School

Project Number:			
Name of Company:	Electrical Energy Systems Corporation		
FEIN:	06-1264282		
Company Address:	215 Captain Lewis Drive, Southington, CT 06489		
Prequalification Contact:	John E. Taylor, Jr.		
Date of Prequalification with the DAS:	9/25/14	Single Limit:	\$7,500,000.00
		Telephone Number:	860-621-9657
		Aggregate Work Capacity (AWC):	\$15,000,000.00
		* Remaining Aggregate Work Capacity:	\$7,140,000.00

* This amount equals your company's AWC minus the Total \$ Amount of Work Remaining

Please list all of your company's BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) WHICH WERE 100% COMPLETED SINCE THE DATE YOUR PREQUALIFICATION WAS ISSUED OR RENEWED: (Please add additional page(s) if required)

Name of Project	Owner of Project	Date Project Completed	Total Contract Amount
Stafford High School	Town of Stafford	02/08	\$ 2,700,000.00
Tunxis Community College	State of Connecticut	02/08	\$ 2,100,000.00
Cedarcrest Fire Alarm	State of Connecticut	03/08	\$ 465,296.00
Wilton Filtration Plant	SNEW	07/08	\$ 1,564,213.00

State of Connecticut
Department of Administrative Services (DAS) Contractor Prequalification
Update (Bid) Statement
 (Statement to be included with the bid)

Connecticut General Statute §4e-100 and Connecticut General Statute §4b-91

Each bid submitted for a contract shall include a copy of a prequalification certificate issued by the Commissioner of Administrative Services. The bid shall also be accompanied by an update bid statement in such form as the Commissioner of Administrative Services prescribes. The form for such update bid statement shall provide space for information regarding all projects completed by the bidder since the date the bidder's prequalification certificate was issued or renewed, all projects the bidder currently has under contract, including the percentage of work on such projects not completed, the names and qualifications of the personnel who will have supervisory responsibility for the performance of the contract, any significant changes in the bidder's financial position or corporate structure since the date the certificate was issued or renewed, any change in the contractor's qualification status, and such other relevant information as the Commissioner of Administrative Services prescribes. Any bid submitted without a copy of the prequalification certificate and an update bid statement shall be invalid. Any public agency that accepts a bid submitted without a copy of such prequalification certificate and an update bid statement, as required by this section, may become ineligible for the receipt of funds related to such bid.

Name of Project that company is bidding on:
 Burrville Fire School

Project Number:

Name of Company:
 Electrical Energy Systems Corporation

FEIN:
 06-1264282

Company Address:
 215 Captain Lewis Drive, Southington, CT 06489

Prequalification Contact:
 John E. Taylor, Jr.

Date of Prequalification with the DAS:
 9/25/14

Single Limit: \$7,500,000.00

Telephone Number: 860-621-9657

Aggregate Work Capacity (AWC): \$15,000,000.00

* Remaining Aggregate Work Capacity: \$7,140,000.00

* This amount equals your company's AWC minus the Total \$ Amount of Work Remaining.

Please list all of your company's BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) WHICH WERE 100% COMPLETED SINCE THE DATE YOUR PREQUALIFICATION WAS ISSUED OR RENEWED: (Please add additional page(s) if required)

Connecticut Building @ Big E	State of Connecticut	09/08	\$ 135,572.00
Cromwell Middle School Fire Alarm	Town of Cromwell	09/09	\$ 331,142.00
Glastonbury WPCF Upgrade	Town of Glastonbury	07/10	\$ 4,480,000.00
Niantic Readiness Center / Camp Reil	State of Connecticut	07/10	\$ 1,600,000.00

State of Connecticut
 Department of Administrative Services (DAS) Contractor Prequalification
Update (Bid) Statement
 (Statement to be included with the bid)

Connecticut General Statute §4a-100 and Connecticut General Statute §4b-91

Each bid submitted for a contract shall include a copy of a prequalification certificate issued by the Commissioner of Administrative Services. The bid shall also be accompanied by an update bid statement in such form as the Commissioner of Administrative Services prescribes. The form for such update bid statement shall provide space for information regarding all projects completed by the bidder since the date the bidder's prequalification certificate was issued or renewed, all projects the bidder currently has under contract, including the percentage of work on such projects not completed, the names and qualifications of the personnel who will have supervisory responsibility for the performance of the contract, any significant change in the bidder's financial position or corporate structure since the date the certificate was issued or renewed, any change in the contractor's qualification status, and such other relevant information as the Commissioner of Administrative Services prescribes. Any bid submitted without a copy of the prequalification certificate and an update bid statement shall be invalid. Any public agency that accepts a bid submitted without a copy of such prequalification certificate and an update bid statement, as required by this section, may become ineligible for the receipt of funds related to such bid.

Name of Project that company is bidding on:

Burrville Fire School

Project Number:

Name of Company:

Electrical Energy Systems Corporation

FEIN:

06-1264282

Company Address:

215 Captain Lewis Drive, Southington, CT 06489

Prequalification Contact:

John E. Taylor, Jr.

Date of Prequalification with the DAS:

9/25/14

Single Limit:

\$7,500,000.00

Telephone Number: 860-621-9657

Aggregate Work Capacity (AWC): \$15,000,000.00

* This amount equals your company's AWC minus the Total \$ Amount of Work Remaining.

* Remaining Aggregate Work Capacity: \$7,140,000.00

Please list all of your company's BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) WHICH WERE 100% COMPLETED SINCE THE DATE YOUR PREQUALIFICATION WAS ISSUED OR RENEWED: (Please add additional page(s) if required)

Project Name	Location	Date Completed	Value
Terryville HS / Harry Fisher Schools	Town of Plymouth	08/08	\$ 745,302.00
Groton WPCF Upgrade	Town of Groton	03/09	\$ 1,400,000.00
Ansonia WPCF	City of Ansonia	05/11	\$ 5,100,000.00
UCONN Electrical Vault Upgrade	State of Connecticut	06/11	\$ 272,000.00

State of Connecticut
 Department of Administrative Services (DAS) Contractor Prequalification
Update (Bid) Statement
 (Statement to be included with the bid)

Connecticut General Statute §4a-100 and Connecticut General Statute §4b-91

Each bid submitted for a contract shall include a copy of a prequalification certificate issued by the Commissioner of Administrative Services. The bid shall also be accompanied by an update bid statement in such form as the Commissioner of Administrative Services prescribes. The form for such update bid statement shall provide space for information regarding all projects completed by the bidder since the date the bidder's prequalification certificate was issued or renewed, all projects the bidder currently has under contract, including the percentage of work on such projects not completed, the names and qualifications of the personnel who will have supervisory responsibility for the performance of the contract, any significant changes in the bidder's financial position or corporate structure since the date the certificate was issued or renewed, any change in the contractor's qualification status, and such other relevant information as the Commissioner of Administrative Services prescribes. Any bid submitted without a copy of the prequalification certificate and an update bid statement shall be invalid. Any public agency that accepts a bid submitted without a copy of such prequalification certificate and an update bid statement, as required by this section, may become ineligible for the receipt of funds related to such bid.

Name of Project that company is bidding on:
 Buryville Fire School

Project Number:

Name of Company: Electrical Energy Systems Corporation

FEIN: 06-1264282

Company Address: 215 Captain Lewis Drive, Southington, CT 06489

Prequalification Contact: John E. Taylor, Jr. Telephone Number: 860-621-9667

Date of Prequalification with the DAS: 9/25/14 Single Limit: \$7,500,000.00 Aggregate Work Capacity (AWC): \$15,000,000.00

* This amount equals your company's AWC minus the Total \$ Amount of Work Remaining. * Remaining Aggregate Work Capacity: \$7,140,000.00

Please list all of your company's BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) WHICH WERE 100% COMPLETED SINCE THE DATE YOUR PREQUALIFICATION WAS ISSUED OR RENEWED: (Please add additional page(s) if required)

Name of Project	Owner of Project	Date Project Completed	Total Contract Amount
Windham WPCF Upgrade	Town of Windham	05/12	\$ 1,958,000.00
West Haven WPCF	City of West Haven	05/12	\$ 2,100,000.00
UCONN Storrs Hall	State of Connecticut	01/13	\$ 795,000.00
Highland Park Elementary School	Town of Manchester	01/13	\$ 1,158,966.00

State of Connecticut
 Department of Administrative Services (DAS) Contractor Prequalification
Update (Bid) Statement
 (Statement to be included with the bid)

Connecticut General Statute §4a-100 and Connecticut General Statute §4b-91

Each bid submitted for a contract shall include a copy of a prequalification certificate issued by the Commissioner of Administrative Services. The bid shall also be accompanied by an update bid statement in such form as the Commissioner of Administrative Services prescribes. The form for such update bid statement shall provide space for information regarding all projects completed by the bidder since the date the bidder's prequalification certificate was issued or renewed, all projects the bidder currently has under contract, including the percentage of work on such projects not completed, the names and qualifications of the personnel who will have supervisory responsibility for the performance of the contract, any significant changes in the bidder's financial position or corporate structure since the date the certificate was issued or renewed, any change in the contractor's qualification status, and such other relevant information as the Commissioner of Administrative Services prescribes. Any bid submitted without a copy of the prequalification certificate and an update bid statement shall be invalid. Any public agency that accepts a bid submitted without a copy of such prequalification certificate and an update bid statement, as required by this section, may become ineligible for the receipt of funds related to such bid.

Name of Project that company is bidding on: Burrville Fire School	
Project Number:	
Name of Company: Electrical Energy Systems Corporation	
FEIN: 06-1264282	
Company Address: 215 Captain Lewis Drive, Southington, CT 06489	
Prequalification Contact: John E. Taylor, Jr.	
Date of Prequalification with the DAS: 9/25/14	Telephone Number: 860-621-9657
Single Limit: \$7,500,000.00	Aggregate Work Capacity (AWC): \$15,000,000.00
* This amount equals your company's AWC minus the Total \$ Amount of Work Remaining. * Remaining Aggregate Work Capacity: \$7,140,000.00	

Please list all of your company's BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) WHICH WERE 100% COMPLETED SINCE THE DATE YOUR PREQUALIFICATION WAS ISSUED OR RENEWED: (Please add additional page(s) if required)

Project Name	Agency	Completion Date	Amount
D'Amato Apartments	New Britain Housing Authority	02/13	\$. 159,000.00
MDC Hartford Generators	MDC	09/13	\$ 2,898,000.00

Please list all of your company's BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) CURRENTLY UNDER CONTRACT:
 (Please add additional page(s) if required. Please total the Work Remaining column)

Name of Project	Owner of Project	Total Contract Amount	% Complete	Work Remaining (\$)
Hockanum River WPCF Upgrade	Town of Manchester	\$ 5,600,000.00	90%	\$ 560,000.00
Mattabassett WPCF	Mattabassett District	\$ 9,000,000.00	90%	\$ 900,000.00
New Haven Wet Weather Improvements	Greater New Haven WPCA	\$ 8,000,000.00	20%	\$ 6,400,000.00
Total \$ Amount of Work Remaining				\$ 7,860,000.00

Please list the names and titles of the personnel who will have supervisory responsibility for the performance of the contract being bid on:
 (Please add additional page(s) if required)

Individual Name	Title of Individual

Have there been any changes in your company's financial condition or business organization, which might affect your company's ability to successfully complete this contract?

Yes No

If yes, please explain:

I certify under penalty of law that all of the information contained in this Update (Bid) Statement is true and accurate to the best of my knowledge as of the date below.


Signature John E. Taylor, Jr.
 Date September 9, 2015

It is the responsibility of the Awarding Authority to determine if any of the information provided above will impact the contractor's performance on this project.
 This DAS Contractor Prequalification Program can be reached at (860) 715-5240

Dated at Southington

Signed this 9th day of September, 20 15

Name of Organization: Electrical Energy Systems Corporation
215 Captain Lewis Drive
Southington, CT 06489

Signature: 

(Print Name): John E. Taylor, Jr.

Title: President

Notary Statement:

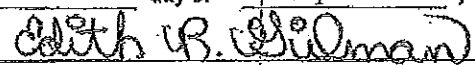
Mr./Mrs./Ms. John E. Taylor, Jr. being duly sworn

deposes and says that he/she is the President of
(Position or Title)

Electrical Energy Systems Corporation, and that the answers to the foregoing
(Firm Name)

questions and all statements therein contained are true and correct.

Subscribed and sworn before me this 9th day of September, 20 15

Notary Public Edith R. Gilman 

My Commission Expires September 30, 20 17

END
 Section 00 45 17.1
 Named Subcontractor's Qualification Questionnaire - DB

DESIGN-BUILD AGREEMENT

APPENDIX C

Refinement Documents

For

**Expansion of Burrville Regional Fire School
606 Burr Mountain Road
Torrington, CT**

Project No. BI-FP-013-2 DB

APPENDIX C

REFINEMENT DOCUMENTS

Expansion of Burrville Fire Training School
Project No. BI-FP-013-2 DB
606 Burr Mountain Road
Torrington, Connecticut


The **REFINEMENT DOCUMENTS**, as listed and dated below, and as attached hereto and incorporated within the Design-Bid Agreement as Exhibit 1, constitute mutually agreed upon refinements to the Project's design between PDS Engineering & Construction, Inc., a Connecticut corporation with its principal place of business at 107 Old Windsor Road, Bloomfield, CT (the "Design-Builder")(PDS) and the STATE of CONNECTICUT, acting herein by Melody A. Currey, Commissioner of the Department of Administrative Services, Division of Construction Services ("the State"). The refinements concern certain design features of the Design Builder's Proposal dated September 10, 2015 in response to the RFP for this Project, but do not, in any way alter, lessen or add to the quality or program requirements of the RFP; rather, the refinements, as set forth in the documents listed below, serve to confirm and approve relocations of required program components and clarifications related to the proposed facility. The listed refinements do not change the contract duration. PDS and the State, acknowledge, by executing the Agreement, that the refinements listed herein neither increases nor decreases PDS's Total Cost Proposal.

Refinement Documents

Exhibit 1 – Letter from Frank Borawski, Vice President, PDS Engineering & Construction, Inc., to Peter McClure, P.E., Project Manager, Department of Administrative Service/Division of Construction Services dated February 4, 2016, attached thereto and incorporated therein, consisting of one page.

PDS Engineering & Construction, Inc.

Department of Administrative Services

By 

By 

~~Frank Borawski~~ *Ronald Joelie*
~~Vice President.~~ *President*

Melody A. Currey
Commissioner



February 4, 2016

CT Department of Administrative Services
165 Capital Ave
Hartford, CT 06106

Re: Expansion of the Burrville Regional Fire School 606 Burr Mountain Road, Torrington, CT
BI - FP - 013 - 2 DB

Dear Mr. McClure

As a follow up to our meeting on 12/23/2015 and subsequent conversation PDS Engineering and Construction Inc. offers the following regarding scope changes. The below is provided with the understanding that the bid dollar amount submitted for the above referenced project will not change. Any items discussed at the 12/23/2015 meeting which are not listed below will require further conversation and due diligence.

1. Provide a spot for upstairs copier with table (provided by others) and shelf above.
 2. Instructor prep room - move door to west end.
 3. Kitchen - hallway access door; provide wall with door to break room (isolation).
 4. Mezzanine rail - provide large removable sections for access to props and forklift activity.
 5. Provide space (for white board) in pavilion.
 6. Eliminate Burn Building sloped roof gates and provide large 12' space.
 7. Burn Building electrical power - provide per design program.
 8. Provide second dumpster pad near classroom building for building trash.
 9. Burn Building balloon training feature - provide per design program.
 10. Provide lighting under Rehab Shelter Pavilion roof.
 11. Provide thirty 18" wide student open-gate lockers in hallway rather than twenty 24" wide.
 12. Provide 6 full size lockers in men's shower room and 4 ea. at 18"x24"x36".
 13. Provide standard Elevator wall protective curtains.
-
14. Provide one row of standard windows in Apparatus Bay garage doors.
 15. Provide blocking to mount TV at Officer classroom in all 4 corners.
 16. Move Slope Evacuation Training prop to south edge parking lot utilizing existing slope - provide guardrail at top of slope with training attachment provision.
 17. Upper level - eliminate north vestibule, provide single entrance door.
 18. PM Web cost for new licenses are waived and will not be required.
 19. Change paragraph 9.2.1.9 limits for umbrella from 15 to 10 million dollars and from 5 million to 2 million dollars.

Please review the above items and call with any questions.

Sincerely,

Frank Borawski, Vice President
PDS Engineering and Construction Inc.

DESIGN-BUILD AGREEMENT

APPENDIX D

Designation of Project Manager

For

**Expansion of Burrville Regional Fire School
606 Burr Mountain Road
Torrington, CT**

Project No. BI-FP-013-2 DB

APPENDIX D

Page 1 of 1

August 2, 2016

Mr. Ron Jodice,
PDS Engineering & Construction, Inc.
107 Old Windsor Road
Bloomfield, CT 06002

Dear Mr. Jodice:

Pursuant to Section 1.1.30 of the Design-Build Agreement between PDS Engineering & Construction, Inc. and the State of Connecticut, the Owner designates the following as the Project Manager for Renovation of the Burrville Regional Fire School, Project No. BI-FP-13, at 606 Burr Mountain Road, Torrington, Connecticut:

Mr. Peter McClure,
Department of Administrative Services
Division of Construction Services
165 Capitol Avenue, Room 460
Hartford, CT 06106

Telephone Number: 860-713-5715
FAX Number: 860-713-7261
Email: peter.mcclure@ct.gov

The Owner may retain one or more individuals, firms or other business organizations to assist in the execution of the Owner's responsibilities and act on behalf of the Owner at the direction of the Project Manager.

Sincerely;



Melody A. Currey
Commissioner
Department of Administrative Services
Division of Construction Services

cc: Joseph V. Cassidy, DCS Director of Project Management
Allen Herring, DCS Chief Engineer
Donald Ouillette, DCS Assistant Director of Project Management
Peter McClure, DCS Project Manager
Jeffrey J. Morrisette, State Fire Administrator, Dept. of Emergency Services
and Public Protection

DESIGN-BUILD AGREEMENT

APPENDIX E

Certificate of Compliance
Certificate of Substantial Completion
Certificate of Acceptance

For

Expansion of Burrville Regional Fire School
606 Burr Mountain Road
Torrington, CT

Project No. BI-FP-013-2 DB

To:	Melody A. Currey, Commissioner CT Department of Administrative Services	Date:	
Owner:	CT Department of Administrative Services - Division of Construction Services (DCS)	DCS Project No.:	
Address:	165 Capitol Avenue, Room 491 Hartford, CT 06106	Project Name and Location:	

(See Form 3150) Part 1 - Preconstruction Phase Prior To Bid Phase And/Or Building Permit Application:
 THIS IS TO CERTIFY THAT to the best of my knowledge, information, and belief, the Project, as described above, has been designed in substantial compliance with requirements of the Connecticut State Building Code and all other applicable codes as required by Chapter 541, of Connecticut General Statutes.

Commissioner:	_____	_____	_____
or	(Typed Name)	(Signature)	(Date)
Authorized Representative:	David H. Barkin, AIA	_____	_____
	(Typed Name)	(Signature)	(Date)
Consultant:	_____	_____	_____
	(Typed Name)	(Signature)	(Date)
Registration No.	_____		

Part 2 - Completed Construction Prior To Agency Occupancy And/Or Application For Certificate Of Occupancy:
 THIS IS TO CERTIFY THAT to the best of my knowledge, information, and belief: 1.) the Completed Project, described above, or 2.) the Designated Portion of the Work thereof, described below, is in substantial compliance with the approved plans and specifications and the requirements of the Connecticut State Building Code and all other applicable codes as required by Chapter 541, Connecticut General Statutes.

Description of Work or Designated Portion of the Work:

Consultant:	_____	_____	_____
	(Typed Name)	(Signature)	(Date)
Registration Number:	_____		
General Contractor or CMR or D-B:	_____	_____	_____
	(Typed Name)	(Signature)	(Date)
Commissioner:	_____	_____	_____
OR	(Typed Name)	(Signature)	(Date)
Authorized Representative:	David H. Barkin, AIA	_____	_____
	(Typed Name)	(Signature)	(Date)

Copies: Agency GC or CMR or DB Consultant CA DCS OSBI File

To: Insert Contractor's Name
 (Typed Name)

Project No.: Insert Project Number

From: Insert PM's Name
 (Typed Name)

Project Name Insert Project Name

Title: Insert PM's Title
 (Typed Title)

Project Location: Insert Project Location

Description of Project Designated Portion thereof:
 Insert Description

The Work performed under this Contract has been reviewed and found, in accordance with Article 30 Completion And Acceptance of the CT DAS/DCS General Conditions, to be substantially complete to the best knowledge of the Construction Administrator or DB Criteria Architect, Consultant, and Owner. Substantial Completion is that stage in the progress of the Work when the Work, or designated portion of the Work thereof, is sufficiently complete in conformity with the Contract Documents to permit the Owner to occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project, designated above, or portion thereof, is hereby established as Insert Date which, except as otherwise noted, is the date of the commencement of applicable warranties required by the Contract Documents and is the date the Owner accepts the Work, or designated portion thereof, as substantially complete and will assume full possession of thereof.

Construction Administrator: _____
 (Typed Name) (Signature) (Date)

Consultant: _____
 (Typed Name) (Signature) (Date)

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor or CMR or DB to complete all Work in accordance with the Contract Documents. The responsibilities of the Owner and of the General Contractor or CMR or DB for maintenance, heat, utilities, damage to the Work and insurance are attached.

The Contractor or CMR or DB will complete or correct the Work on the list of items hereto within Ninety (90) Calendar Days from the above date of Substantial Completion unless otherwise indicated.

General Contractor or CMR or DB: _____
 (Typed Name) (Signature) (Date)

Owner: David H. Barkin, AIA
 (Chief Architect (Typed Name) (Signature) (Date)
 Or Authorized Representative)

Copies : Agency GC or CMR or DB Consultant CA Chief Architect File
 Other: _____

To: Melody A. Currey, Commissioner
 CT Department of Administrative Services

Date:

Owner: Department of Administrative Services -
 Division of Construction Services

CT DCS Project No.:
 Project Name and
 Location:

Address: 165 Capitol Avenue, Room 473B
 Hartford, CT 06106

General Contractor or CMR or DB:
 (Name and Address)

Description of Work:
 (Description, Name, Location)

Pursuant to Connecticut General Statutes, Section 4-61, I, the duly authorized representative of the State of Connecticut and the Owner of the above referenced Project, hereby certify that the Work described by the above noted Contract is accepted by the Owner.

The date of the Acceptance of the Work is hereby established as:

(Date)

Any uncompleted items of this Work, listed in the attached Exhibit A, will be completed by the Owner. Any uncompleted items of this Work, listed in the attached Exhibit B, shall remain the responsibility of the General Contractor or CMR or DB. This Certificate of Acceptance is not a determination of or an acknowledgement by the State of Connecticut regarding the workmanship or quality of the Work described by this contract.

Commissioner:

Melody A. Currey

(Typed or Printed Name)

(Signature)

(Date)

OR

Duly
 Authorized Representative:

Joseph V. Cassidy, P.E.

(Typed or Printed Name)

(Signature)

(Date)

Copies :

Agency GC or CMR or DB Consultant CA Chief Architect Claims Unit
 Process Management Other: _____ File

**Certificate of Acceptance
Exhibit A**

Attached to and forming part of Certificate of Acceptance dated:

(Date)

The following is a list of the Uncompleted Items of the Work that will be completed by the Owner for the State of Connecticut Division of Construction Services Project Number:

(CT DCS Project Number)

Item Number	-Description Of The Work

**Certificate of Acceptance
Exhibit B**

Attached to and forming part of Certificate of Acceptance dated:

_____ (Date)

The following is a list of the Uncompleted Items of Work that shall remain the responsibility of the General Contractor or CMR or DB for the State of Connecticut Division of Construction Services Project Number:

_____ (CT DCS Project Number)

Item Number	Description Of The Work

End

DESIGN-BUILD AGREEMENT

APPENDIX F

Preliminary Schedule of Values

For

**Expansion of Burrville Regional Fire School
606 Burr Mountain Road
Torrington, CT**

Project No. BI-FP-013-2 DB

Division No.	Description	Division Cost Subtotals
01	General Requirements	\$ 1,980,000 -
02	Existing Conditions	\$ 20,000 -
03	Concrete	\$ 1,500,000 -
04	Masonry	\$ 650,000 -
05	Metals	\$ 675,000 -
06	Wood, Plastics, and Composites	\$ 100,000 -
07	Thermal and Moisture Protection	\$ 575,000 -
08	Openings	\$ 300,000 -
09	Finishes	\$ 400,000 -
10	Specialties	\$ 75,000 -
11	Equipment	\$ 300,000 -
12	Furnishings	\$ 20,000 -
13	Special Construction	\$ 600,000 -
14	Conveying Equipment	\$ 100,000 -
21	Fire Suppression	\$ 400,000 -
22	Plumbing	\$ 495,000 -
23	Heating, Ventilating, and Air Conditioning (HVAC)	\$ 1,190,000 -
26	Electrical	\$ 560,000 -
27	Communications	\$ INCLUDED IN Elec.
28	Electronic Safety and Security	\$ " " " "
31	Earthwork	\$ 1,600,000 -
32	Exterior Improvements	\$ INCLUDED IN SITE
33	Utilities	\$ " " " "
Total Cost:		\$ 11,540,000

Note: This Total Cost Spreadsheet is the basis of the cost evaluation process as represented by the Total Cost in the Total Cost Proposal Statement. "Total Cost" includes Design, Construction, and all Of The Requirements of this D-B RFP.

End

Section 00 42 53.1 - Total Cost Proposal Spreadsheet - DB

DESIGN-BUILD AGREEMENT

APPENDIX G

Nondiscrimination of Affirmative Action Provisions
Executive Orders
Anti-Harassment Policy
Summary of State Ethics Laws
Whistleblowing

For

**Expansion of Burrville Regional Fire School
606 Burr Mountain Road
Torrington, CT**

Project No. BI-FP-013-2 DB

Appendix G

Nondiscrimination And Affirmative Action Provisions, Executive Orders, Anti-Harassment Policy, Nondiscrimination Provisions Regarding Sexual Orientation, Summary Of State Ethics Laws, and Whistleblowing

For the purposes of this Appendix G the word "contractor" is substituted for and has the same meaning and effect as if it read "Design-Builder."

1. Nondiscrimination And Affirmative Action Provisions:

Nondiscrimination.

(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 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.

Appendix G

(Continued)

2. 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.

2.1 The contractor agrees to abide by such Executive Orders.

2.2 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.

2.3 This contract may be cancelled, terminated, or suspended by DAS 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.

2.4 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.

2.5 This contract may be cancelled, terminated, or suspended by DAS 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.

3. Anti-Harassment:

This contract is subject to the provisions of the Department of Administrative Services' Anti-Harassment Policy ("Policy") and, as such, the contract may be cancelled, terminated, or suspended by the State in the event that the contractor, its employees, contractors, subcontractors, consultants, subconsultants, or vendors engage in behavior prohibited by the provisions of the Policy (a copy of the Policy is available on the DAS website). 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.

4. 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.

5. 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 Design-Builder takes or threatens to take any personnel action against any employee of the Design-Builder 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 Design-Builder 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 the Design-Builder.

DESIGN-BUILD AGREEMENT

APPENDIX H

Notice of Addresses

For

Expansion of Burrville Regional Fire School
606 Burr Mountain Road
Torrington, CT

Project No. **BI-FP-013-2 DB**

APPENDIX H

If to the Design-Builder:

PDS Engineering & Construction Co., Inc.
107 Old Windsor Road
Bloomfield, CT 06002

Attn: Randy Becker, Project Manager

Telephone: 860-242-8586
Cell Phone: 860-978-6316
Fax: 860-242-8587
Email: randyb@pdsec.com

If to the Owner:

State of Connecticut
Department of Administrative Services
Division of Construction Services
165 Capitol Avenue, Room 460
Hartford, CT 06106

Attn: Mr. Peter McClure, Project Manager

Telephone: (860) 713-5715
Fax: (860) 713-7261
Email: Peter.McClure@ct.gov

DESIGN-BUILD AGREEMENT

APPENDIX I

State Elections Enforcement Commission Notice
(Attachment)

For

Expansion of Burrville Regional Fire School
606 Burr Mountain Road
Torrington, CT

Project No. **BI-FP-013-2 DB**

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. 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.

DESIGN-BUILD AGREEMENT

APPENDIX J

Assignment of Copyright

For

**Expansion of Burrville Regional Fire School
606 Burr Mountain Road
Torrington, CT**

Project No. BI-FP-013-2 DB

Appendix J

Assignment of Copyright:

Renovation of Burrville Regional Fire School
600 Burr Mountain Road
Torrington, CT

This ASSIGNMENT (the "Assignment") is made as of the 18th day of January, 2016 (the "Effective Date"), by and between PDS Engineering & Construction, Inc., a Connecticut Corporation with its principal place of business at 107 Old Windsor Road, Bloomfield, CT ("Design-Builder"), edm CT, Inc., a Connecticut corporation with its principal place of business at 45 South Main Street, Unionville, CT ("Design Professional") (Design-Builder and Design Professional, hereafter together, the "Assignors"), and the STATE OF CONNECTICUT, acting herein by Melody A. Currey, Commissioner of the Department of Administrative Services, Division of Construction Services (the "State").

RECITALS

WHEREAS, pursuant to a Design-Build Agreement dated 3 day of August, 2016, between Design-Builder and the State (the "Agreement"), Design-Builder agreed to design, build and construct a certain Architectural Work (as defined below) for the State related to the "Project" as identified in Section 1.1.29 of the above noted Design Build Agreement; and

WHEREAS, Design Professional was retained and hired by Design-Builder to assist in the creation of such Architectural Work for the Project; and

WHEREAS, Assignors are the owners of all right, title and interest in and to such Architectural Work, including without limitation all copyright rights related thereto; and

WHEREAS, it is the intention of the parties that the State be the owner of all right, title and interest in and to such Architectural Work for the Project, including without limitation, all intellectual property rights whether arising under common law, state law, federal law or the laws of foreign countries (the "Intellectual Property Rights"); and

WHEREAS, Assignors desire to transfer to the State all right, title and interest in and to such Architectural Work for the Project in the market place including without limitation the Intellectual Property Rights to the Project as set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants exchanged in the Agreement and herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definition of Architectural Work. For purpose of this Assignment, the term "Architectural Work" shall have the meaning set forth in 17 U.S.C. § 101: An "Architectural Work" is the design of a building as embodied in any tangible medium of expression, including a building, architectural plans, or drawings. The work includes the overall form as well as the arrangement and composition of spaces and elements in the design, but does not include individual standard features.

2. Assignment. Assignors acknowledge and agree that any Architectural Work for the Project prepared for the State which is eligible for copyright protection in the United States shall be a work made for hire. In the event and to the extent that any such Architectural Work for the Project is deemed for any reason not to be a work made for hire, Assignors agree to and do hereby grant, transfer, convey and assign to the State, free and clear of all liens, security interests, liabilities and encumbrances, all right, title and interest in such Architectural Work for the Project, including without limitation all copyrights thereto; all rights to sue for infringement of such Architectural Work, whether arising prior to or subsequent to the date of this Assignment; and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the State, its successors and assigns from and

after the date hereof as fully and entirely as if the same would have been held and enjoyed by Assignors had this Assignment not been made. Assignors each agree to provide all assistance reasonably requested by the State in the establishment, preservation and enforcement of its rights in such Architectural Work, such assistance to be provided at the State's expense but without any additional compensation to Assignors. Assignors agree to waive and do hereby waive all moral rights relating to such Architectural Work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modification.

3. **Further Assurances.** Assignors shall execute any and all additional instruments, writings and other documents and take any additional steps as may be necessary or proper in order to effect the transfer of such Architectural Work for the Project and otherwise cooperate with the State to cause the transfer of such Architectural Work for the Project and its Intellectual Property Rights to the State.

4. **Representations and Warranties.** Design-Builder and Design Professional each for itself represent and warrant to the State that: (i) Assignors control and/or own the Architectural Work for the Project and all its Intellectual Property Rights and have full right and power to enter into this Assignment; (ii) such Architectural Work is the subject of federal copyright rights that are currently in force, valid and transferable; (iii) there are no other agreements, written or oral, with any third party in conflict herewith; (iv) each has not been notified by any third party of a claim to any rights in such Architectural Work; (v) there are no claims, litigation or other proceedings pending or threatened which would adversely affect the rights of the State hereunder; (vi) each has the right to transfer all of its rights in such Architectural Work, free and clear of any liens, security interests, or other encumbrances; and (vii) each has not transferred any rights to such Architectural Work to any party other than the State.

5. **Use of the Architectural Work for the Project:** As of the Effective Date, the State shall, as the sole owner of all Architectural Work for the Project, have the exclusive right to use for any purpose or otherwise transfer such Architectural Work. Design-Builder and Design Professional each for itself agree that it, and any entities it controls or is associated with, shall not in the future register, use, apply to register or assist any third party to register, use or apply to register a copyright, trademark, domain name or designation that comprises or includes, whether alone or in combination with each other or with other material, any variation of such Architectural Work for the Project.

6. **Indemnification.** Design-Builder and Design Professional each for itself agree to defend, indemnify and hold the State and its officers, directors, employees, agents, licensees and assigns harmless from and against any and all third party claims, demands, liabilities, loss and/or expenses which, if true, would constitute a breach of said Design-Builder's and Design Professional's representations, warranties or obligations set forth in this Assignment.

7. **Successors in Interest.** This Assignment shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

8. **Entire Agreement.** This Assignment contains the entire agreement between the parties with respect to the transaction contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such transaction.

9. **Governing Law**

Except to the extent that federal law preempts state law with respect to the matters covered hereby, the validity, interpretation, and performance of this Assignment shall be construed under the laws of the State of Connecticut, without regard to principles of conflicts of laws.

Appendix J (continued)

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the day and year first written above.

DESIGN-BUILDER:
PDS Engineering & Construction, Inc.

By: [Signature]
Name: R. J. Jelinek
Its: Pres

DESIGN PROFESSIONAL:
edm CT, Inc.

By: [Signature]
Name: TIM EAGLES
Its: PRESIDENT

STATE OF CONNECTICUT

By: [Signature]
Melody A. Currey,
Commissioner
Department of Administrative Services
Division of Construction Services

STATE OF CONNECTICUT)
COUNTY OF HARTFORD)

ss.: Bloomfield, CT

On this the 18 day of January, 2016, before me, personally appeared Ronald Jelinek who, acknowledged that he/she is the President of PDS Engineering & Construction, Inc., a Connecticut corporation, and that he/she as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as President.

[Signature]
Notary Public
My Commission Expires: 7/31/17
Commissioner of the Superior Court

STATE OF CONNECTICUT)
COUNTY OF HARTFORD)

ss.: Uroville CT

On this the 10 day of JANUARY, 2016, before me, personally appeared TIM EAGLES who, acknowledged that he/she is the PRESIDENT of edm CT, Inc., a Connecticut corporation, and that he/she as such PRESIDENT, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as PRESIDENT.

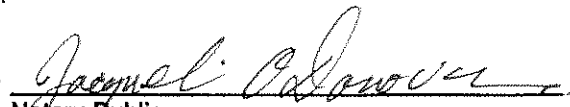


Notary Public JOHN R. INESON
My Commission Expires: 12/31/2020
Commissioner of the Superior Court

STATE OF CONNECTICUT)
COUNTY OF HARTFORD)

ss.: Hartford

On this the 3rd day of August, 2016, before me, personally appeared Melody A. Currey, Commissioner, of the State of Connecticut Department of Administrative Services, Division of Construction Services, known to me to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.


Notary Public
My Commission Expires:
Commissioner of the Superior Court

JACQUELINE O'DONOVAN
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 2021

