DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OF CONNECTICUT

DIVISION OF CONSTRUCTION SERVICES

165 Capitol Avenue
Hartford, CT 06106

November 3, 2015

Renovation of Fairfield Regional Fire School
205 Richard White Way, Fairfield, CT
Project Number: BI-FP-14
Contract Number BI-FP-14-DB

Mr. Michael D. Walker
Consigli Construction Co., Inc.
100 Allyn Street
Hartford, CT 06103

Dear Mr. Walker:

Your **Design-Build Agreement** dated **October 22, 2015**, for professional services for the subject project, has been fully executed and approved by all concerned parties. We are forwarding herewith a copy of this contract. Do not proceed with the contract work until you receive written notice to proceed from the Department of Construction Services ("DCS") formerly the Department of Public Works project manager assigned to this project.

Attached is the Department of Revenue Services CERT-134. This certificate should be referenced when indicating that the Connecticut Sales and Use Tax does NOT apply to the subject project.

All invoices must be directed to the DCS Project Manager who is assigned to the project. Please submit invoices on your letterhead that include the following information:

- Vendor's name and remittance address, Vendor's FEIN or SSN
- Invoice date, Contract/Project name and number
- Section(s) of the contract to which the bill relates and the amount billed

If you should have any questions in regard to the above, please contact the DCS project manager, **David Wlodkowski** assigned to this project at (860) 713-5934.

Sincerely,

Gail Westergren

Gail Westergren
Legal Services Unit

Enclosures: Contract No. BI-FP-14-DB
CERT-134

cc: Chris Tracy, Town of Fairfield, Agency Rep, w/contract
State Properties Review Board w/contract
Glenn Knapsack, DAS Project Accounting, w/contract
DCS Legal Services Division w/ original contract
David Wlodkowski, DCS Project Manager, w/ contract
DAS Communications
Randy Daigle, DCS Process Management, w/contract

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

Consigli Construction Co., Inc.

For
Renovation of Fairfield Regional Fire School
205 Richard White Way
Fairfield, CT

Project No. BI-FP-14
Agreement No. BI-FP-14-DB

10/22/15, 2015

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

AGREEMENT made as of the 22nd day of October in the year of 2015

BETWEEN the State of Connecticut, acting herein by Melody 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:

Consigli Construction Co., Inc.
100 Allyn St.
Hartford, CT 06103

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:

Renovation of the Fairfield Regional Fire School
205 Richard White Way
Fairfield, CT

Using the Design/Build delivery method, the Work consists of the demolition of identified existing structures and props, and the construction of a new Administration and Education Facility, a new Vehicle Maintenance Facility, a new Class A Burn Building, repairs/enhancements to the existing Training Tower, and various new fire training props. The new Administration and Education Facility will be approximately 9,200 gross square feet. The Vehicle Maintenance Facility will be approximately 7,100 gross square feet, and the Class A Burn Building will be approximately 6,300 gross square feet. The Fire Training Props will consist of a new LNG fired Automobile Training Prop, Propane Pressure Vessel Prop, Propane Stove Fire Training Prop, Propane Split Pipe Flange Fire Training Prop, a new Foam Training/Extinguisher Pad, a new Vehicle Extrication Training Pad, and a new Drafting Test Pit.

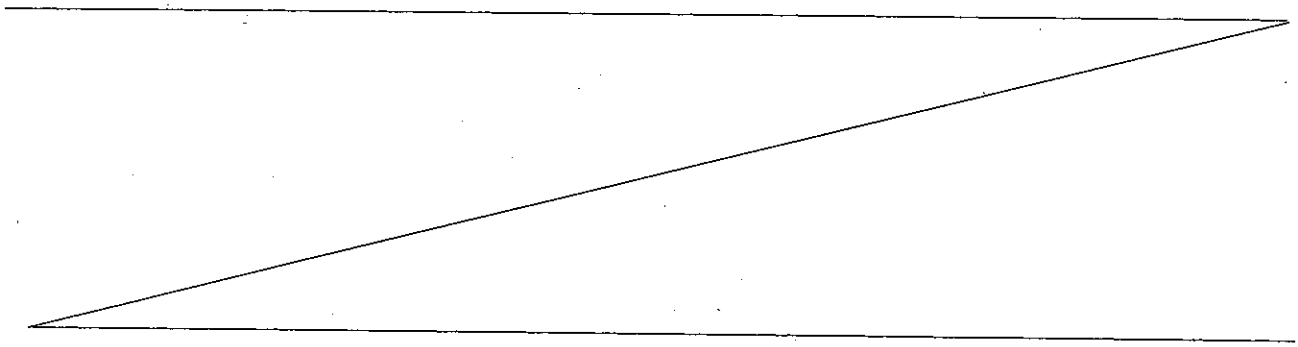
The campus shall accommodate up to 120 students during peak training periods.

The Project must be designed and constructed to comply with the Connecticut Building Standard Guidelines Compliance Manual for High Performance Buildings.

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.

TABLE OF ARTICLES

TABLE OF APPENDIXES TO THIS AGREEMENT



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 punchlist 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

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.

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 **renovation of the Fairfield Regional Fire School at 205 Richard White Way, Fairfield,** 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 **March 28, 2014**, 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 **June 19, 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.

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.

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 **Three Hundred and Sixty Five (365)** 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 Primavera Systems, Inc., Format, P3, 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 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 **Five Hundred and Fifty** Dollars **($550.00)** 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 neglection, 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.

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 **Five Hundred and Fifty** Dollars **($ 550.00)** 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.

ARTICLE 3 CONTRACT PRICE

3.1 The "Contract Price" is **Ten Million Six Hundred Seventy Thousand Seventy Four Dollars and No Cents ($10,670,074.00)** 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

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**

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.

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, 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 advise and assist the Owner with the preparation of all applications for permits or utilities or other matters necessary for the construction and operation of the Project and which matters are the responsibility of the Owner pursuant to the RFP. See Volume #1, Section 00 24 19.1 Project Information as set forth in the RFP for additional detail for this Project.

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 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 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.

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 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 bond to be provided by a surety approved by the Owner and in a form acceptable to the Owner. The bonds shall include a "dual obligee rider" approved by the Owner as to form and substance, naming Owner as dual obligee along with the Connecticut Health and Education Facilities Authority (CHEFA).

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, 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 PMWeb Project Management System:

6.6.1 The State of Connecticut Department of Construction Services (CT DCS) is using PMWeb through the PSS Group as the project management collaborative software tool for this project.

6.6.2 The Design-Builder team is required to utilize PMWeb 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.

6.6.3 The Design-Builder team is required to utilize the CT DCS PMWeb System including software support, and hosting services through the duration of this project. These services will be purchased through the PSS Group. The cost of these services shall be included by the Design-Builder in the General Conditions costs for this project.

6.6.4 The Design-Builder team shall utilize the PSS Group for PMWeb training as directed by the Construction Administrator (or DAS/DCS Project Manager). Training shall be provided for the Design-Builder team, the CT DCS Project Manager, for the Construction Administrator, the Owner, and their representatives. The provision of training is included in the below noted PMWeb costs.

6.6.5 The Design-Builder shall contact PSSGroup for the PMWeb support services and training at **http://www.pmweb.com** , **Phone:** (617) 207-7080, or **Fax:** (978) 246-0248. The cost for the PMWeb support services and training services will be determined based on the total contract dollar value of this contract at the time of the contract award. When the project's Contract Price is below $2,000,000.00, this cost shall be $4,000.00. When the project's Contract Price is $2,000,000.00 or above, but below $5,000,000.00, this cost shall be $7,000.00. When the project's Contract Price is $5,000,000.00 or above but below $20,000,000.00, this cost shall be $8,000.00. When the project's Contract Price is $20,000,000.00 or above, this cost shall be $9,000.00.

6.6.6 Connecticut Department of Construction Service (CT DCS) will be establishing a project specific email "file" address for this project. The Design-Builder team shall send an electronic "file" copy of all project documents to this email address, to include but not limited to all project correspondence, project emails, forms, etc.

6.6.7 The Design-Builder team is required to scan all documents that contain wet (ink) signatures and send a copy of those documents electronically to the CT DCS Project Manager and the project specific email "file" address. The hard copy of the wet signature documents shall be transmitted as directed by the CT DCS Project Manager. This includes, but is not limited to all contracts, change orders, applications for payment, 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 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 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 443, 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 and the Town of Fairfield, Connecticut shall be named as additional insureds, 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 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.

Builders Risk Policy Description Policy Limit	Coverage Limits Value of Project
Limits for Windstorm, Rain, Fire, Lightning, Hail, Arson and Acts of Sabotage	Value of Project
Limits for Soft Costs	$500,000
Loss of Use	$ 0
Business Interruption	$ 0
Limits for Flood	$10,582,247
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	365 Days plus period of time required for Close Out and Acceptance

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.

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 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 and the Town of Fairfield, Connecticut shall be named as additional insureds.

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 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 affect 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. 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".**

ARTICLE10 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 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), 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 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 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.

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.

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 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 of 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."

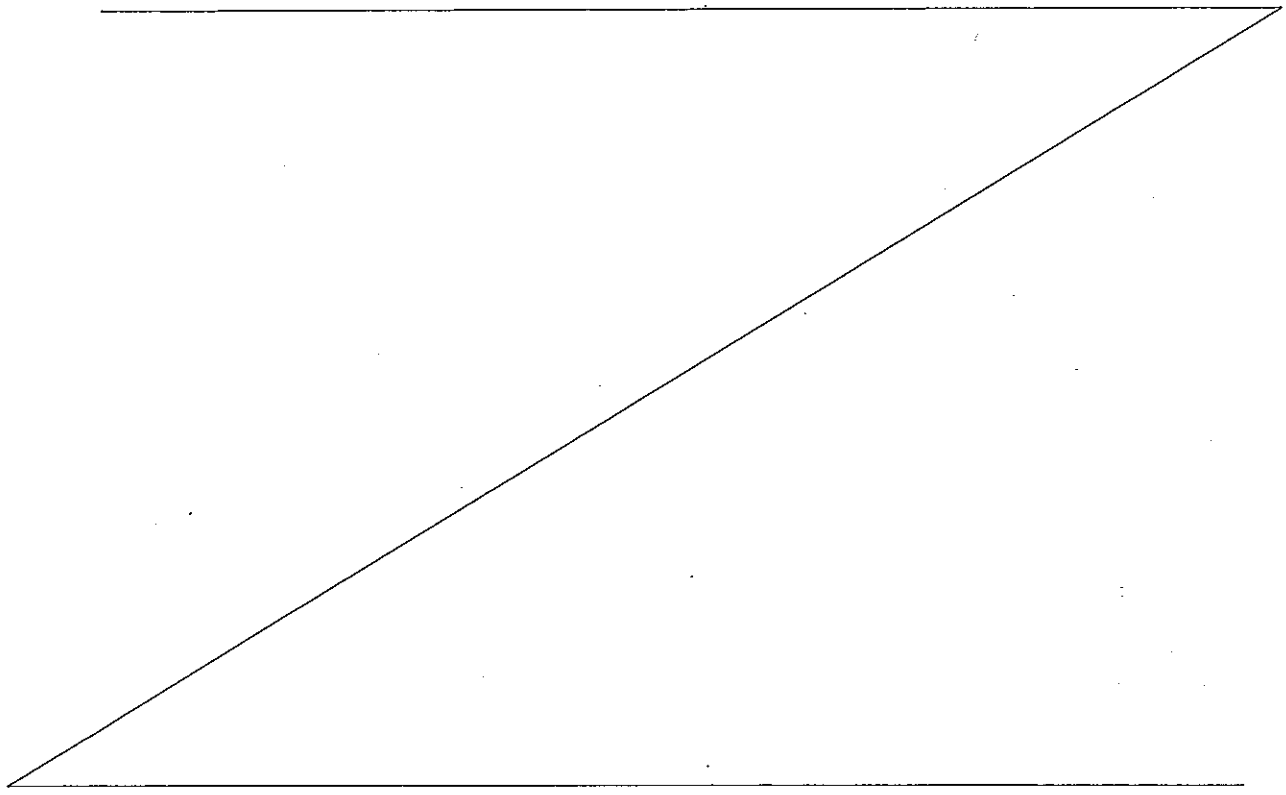
13.27 **Construction Safety and Health Course.** Pursuant to the requirements of Section 31-53b of the Connecticut General Statutes, as revised, not later than thirty (30) days after the date this Agreement is awarded, the Design-Builder shall furnish proof to the Labor Commissioner that all employees 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.

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.



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

Witness:

Witness
Print Name: Roberta M. Avery

Witness
Print Name: Jacqueline O'Donovan

DESIGN-BUILDER:
Consigli Construction Co., Inc.

By: _____
Print Name: Michael D. Walker
Its Senior Executive Director of Operations - CT, duly authorized

Witness
Print Name: Roberta M. Avery

Witness
Print Name: DAVID C. WLOKAWSKI

STATE OF CONNECTICUT

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

APPROVED
STATE PROPERTIES REVIEW BOARD

By: _____
~~Edwin S. Greenberg, Chairman~~
Bennett Millstein, Vice Chairman
Date: 10/22/15

APPROVED AS TO FORM
ATTORNEY GENERAL

By: _____
Joseph Rubin
Attorney General
ASSOC. ATTY. GENERAL
Date: 10/29/15

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

On this the 22nd day of October, 2015, before me, personally appeared Michael D. Walker who, acknowledged that he/she is the Project Executive/Director of Operations of Consigli Construction Co., Inc., a Massachusetts corporation, and that he/she as such Project Executive/Director of Operations - CT, 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 Project Executive/Director of Operations - CT

Kevin J. Kopetz
~~Notary Public~~
~~My Commission Expires:~~
Commissioner of the Superior Court

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

On this the 20th day of October, 2015, 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.

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

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 A

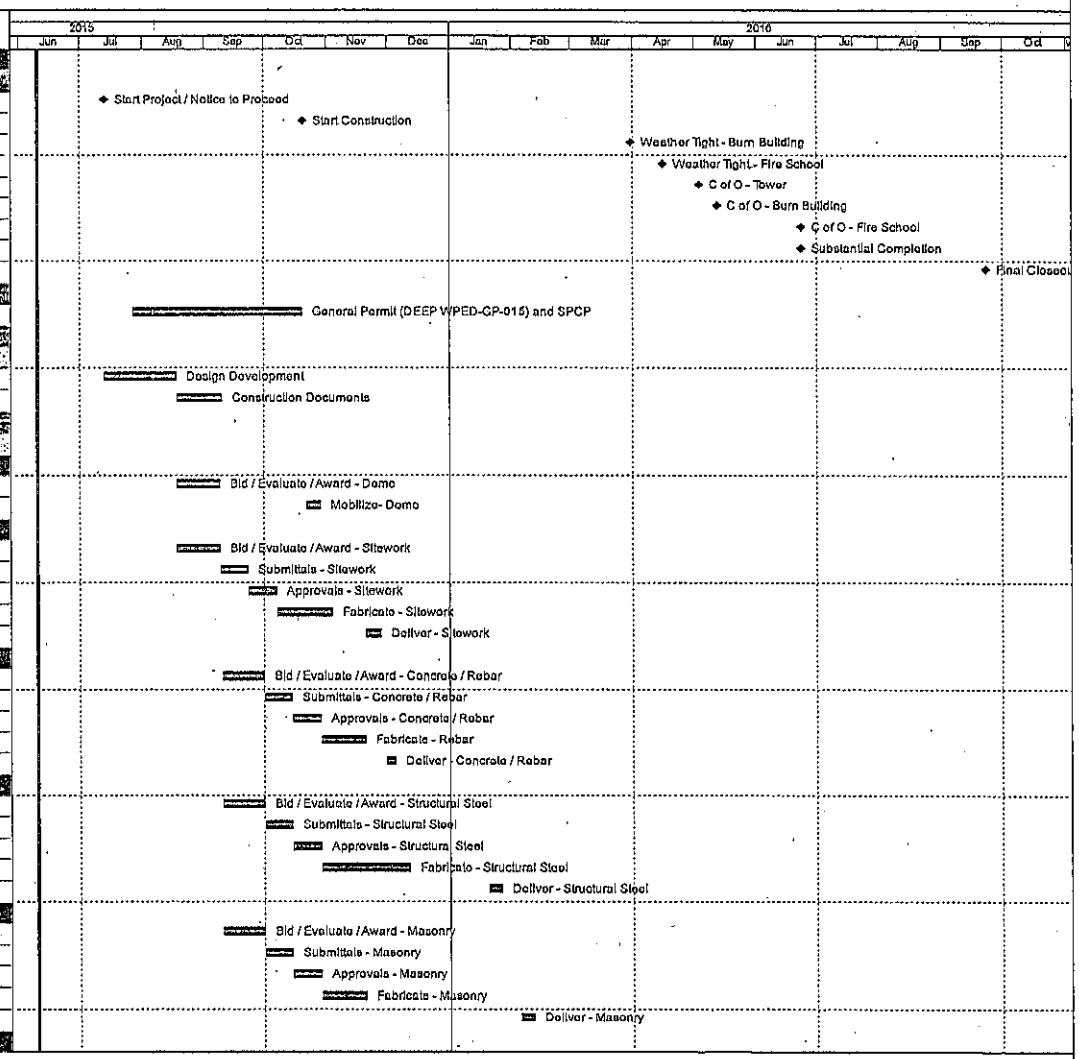
Project Schedule

For

Renovation of Fairfield Regional Fire School
205 Richard White Way
Fairfield, CT

Project No. **BI-FP-14**

Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
Renovation of Fairfield Regional Fire School					
Project Milestones					
A1000	Start Project / Notice to Proceed	0	0	13-Jul-15*	
A1140	Start Construction	0	0	20-Oct-15	
A1100	Weather Tight - Burn Building	0	0		30-Mar-16
A1060	Weather Tight - Fire School	0	0		15-Apr-16
A1130	C of O - Tower	0	0		03-May-16
A1110	C of O - Burn Building	0	0		12-May-16
A1120	C of O - Fire School	0	0		23-Jun-16*
A1250	Substantial Completion	0	0		23-Jun-16
A1410	Final Closeout Complete	0	0		22-Sep-16
Permitting					
A1030	General Permit (DEEP WPED-GP-015) and SPCP	60	60	27-Jul-15*	10-Oct-15
Preconstruction					
Design / Estimate					
A1010	Design Development	26	26	13-Jul-15	17-Aug-15
A1020	Construction Documents	16	16	18-Aug-15	09-Sep-15
Procurement					
Bid Package 1					
Demo					
A3390	Bid / Evaluate / Award - Demo	15	15	18-Aug-15	08-Sep-15
A3400	Mobilize- Demo	5	5	22-Oct-15	28-Oct-15
Sitework					
A3440	Bid / Evaluate / Award - Sitework	15	15	18-Aug-15	08-Sep-15
A3450	Submittals - Sitework	10	10	09-Sep-15	22-Sep-15
A3460	Approvals - Sitework	10	10	23-Sep-15	06-Oct-15
A3470	Fabricate - Sitework	20	20	07-Oct-15	03-Nov-15
A3480	Deliver - Sitework	5	5	20-Nov-15	27-Nov-15
Concrete / Rebar					
A3490	Bid / Evaluate / Award - Concrete / Rebar	15	15	10-Sep-15	30-Sep-15
A3500	Submittals - Concrete / Rebar	10	10	01-Oct-15	14-Oct-15
A3510	Approvals - Concrete / Rebar	10	10	15-Oct-15	28-Oct-15
A3520	Fabricate - Rebar	15	15	29-Oct-15	19-Nov-15
A3530	Deliver - Concrete / Rebar	5	5	30-Nov-15	04-Dec-15
Structural Steel					
A3540	Bid / Evaluate / Award - Structural Steel	15	15	10-Sep-15	30-Sep-15
A3550	Submittals - Structural Steel	10	10	01-Oct-15	14-Oct-15
A3560	Approvals - Structural Steel	10	10	15-Oct-15	28-Oct-15
A3570	Fabricate - Structural Steel	30	30	29-Oct-15	11-Dec-15
A3580	Deliver - Structural Steel	5	5	20-Jan-16	26-Jan-16
Masonry					
A3590	Bid / Evaluate / Award - Masonry	15	15	10-Sep-15	30-Sep-15
A3600	Submittals - Masonry	10	10	01-Oct-15	14-Oct-15
A3610	Approvals - Masonry	10	10	15-Oct-15	28-Oct-15
A3620	Fabricate - Masonry	15	15	29-Oct-15	19-Nov-15
A3630	Deliver - Masonry	5	5	05-Feb-16	11-Feb-16
Curtainwall					

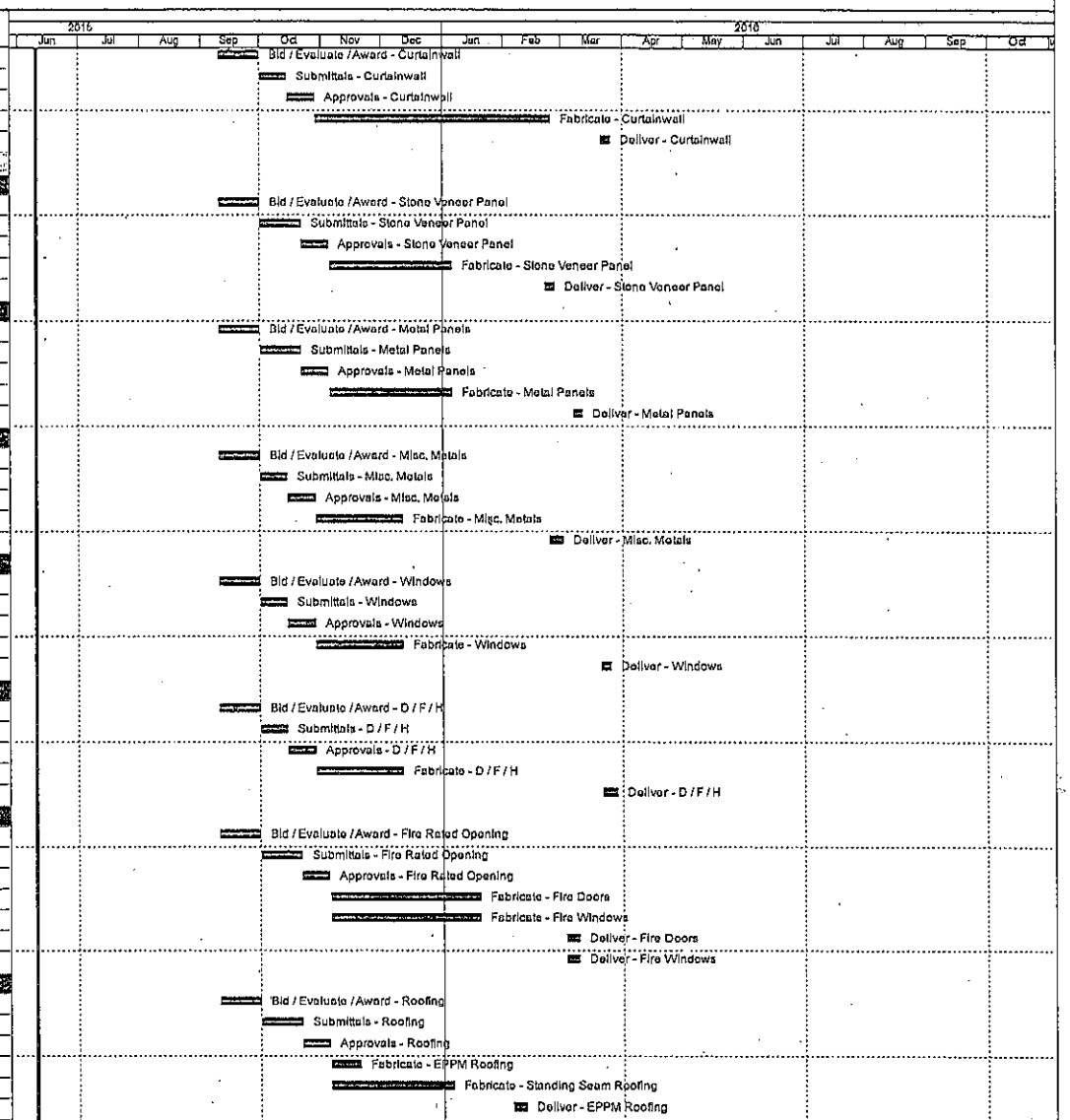


Remaining Level of Effort ◆ Milestone
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work

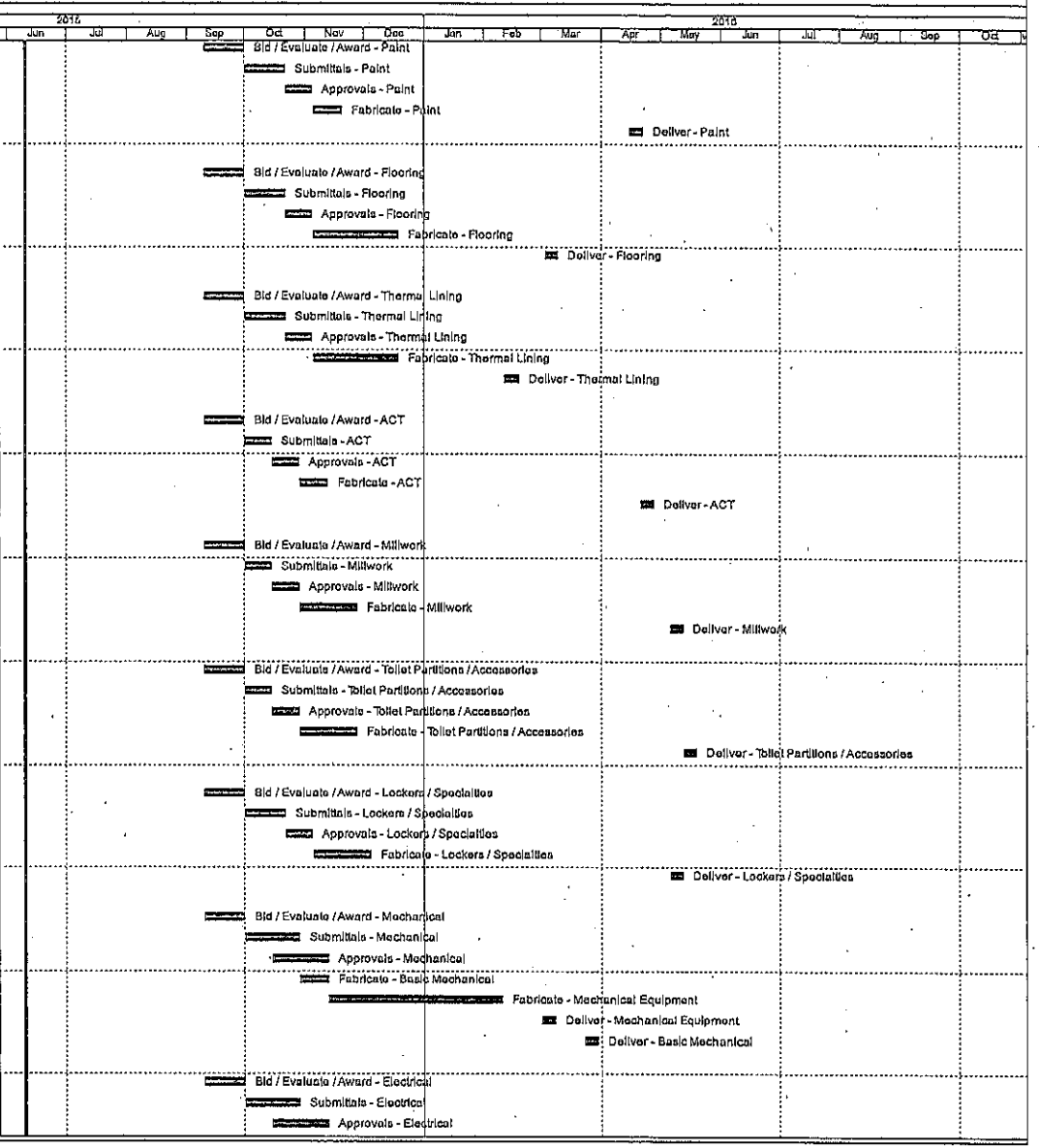
Consigli Construction Co., Inc.
Renovation of Fairfield Regional Fire School
10-Jun-15 Update - Owner / Sub Schedule

Run Date: 10-Jun-15
Data Date: 10-Jun-15

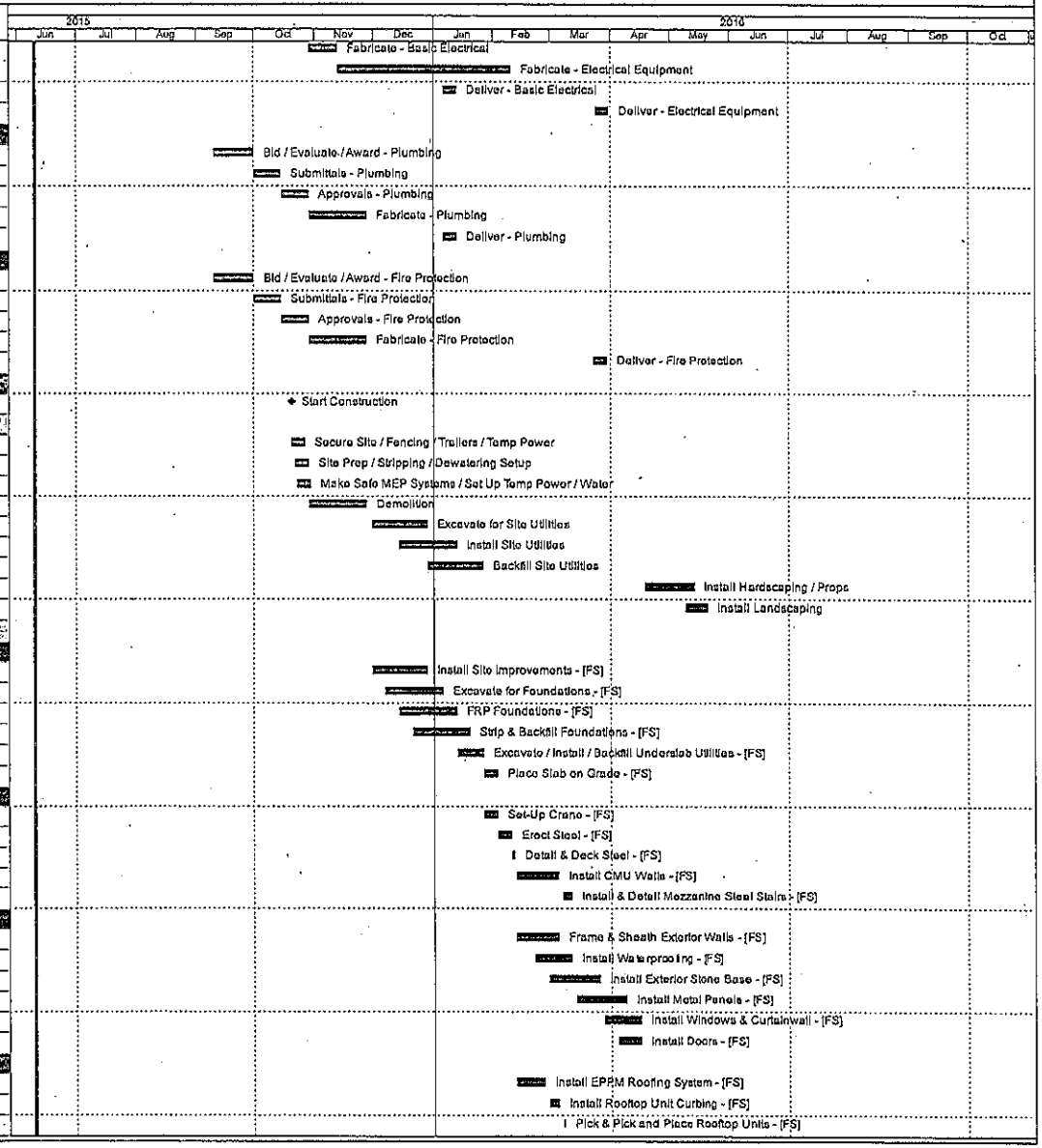
Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
A3640	Bid / Evaluate / Award - Curtainwall	15	15	10-Sep-15	30-Sep-15
A3650	Submittals - Curtainwall	10	10	01-Oct-15	14-Oct-15
A3660	Approvals - Curtainwall	10	10	15-Oct-15	28-Oct-15
A3670	Fabricate - Curtainwall	80	80	29-Oct-15	24-Feb-16
A3680	Deliver - Curtainwall	5	5	21-Mar-16	25-Mar-16
Bid Package 2					
Stone Veneer Panel					
A3690	Bid / Evaluate / Award - Stone Veneer Panel	15	15	10-Sep-15	30-Sep-15
A3700	Submittals - Stone Veneer Panel	15	15	01-Oct-15	21-Oct-15
A3710	Approvals - Stone Veneer Panel	10	10	22-Oct-15	04-Nov-15
A3720	Fabricate - Stone Veneer Panel	40	40	05-Nov-15	05-Jan-16
A3730	Deliver - Stone Veneer Panel	5	5	22-Feb-16	26-Feb-16
Metal Panels					
A3740	Bid / Evaluate / Award - Metal Panels	15	15	10-Sep-15	30-Sep-15
A3750	Submittals - Metal Panels	15	15	01-Oct-15	21-Oct-15
A3760	Approvals - Metal Panels	10	10	22-Oct-15	04-Nov-15
A3770	Fabricate - Metal Panels	40	40	05-Nov-15	05-Jan-16
A3780	Deliver - Metal Panels	5	5	07-Mar-16	11-Mar-16
Misc Metals					
A3790	Bid / Evaluate / Award - Misc. Metals	15	15	10-Sep-15	30-Sep-15
A3800	Submittals - Misc. Metals	10	10	01-Oct-15	14-Oct-15
A3810	Approvals - Misc. Metals	10	10	15-Oct-15	28-Oct-15
A3820	Fabricate - Misc. Metals	30	30	29-Oct-15	11-Dec-15
A3830	Deliver - Misc. Metals	5	5	24-Feb-16	01-Mar-16
Windows					
A3840	Bid / Evaluate / Award - Windows	15	15	10-Sep-15	30-Sep-15
A3850	Submittals - Windows	10	10	01-Oct-15	14-Oct-15
A3860	Approvals - Windows	10	10	15-Oct-15	28-Oct-15
A3870	Fabricate - Windows	30	30	29-Oct-15	11-Dec-15
A3880	Deliver - Windows	5	5	21-Mar-16	25-Mar-16
Doors / Frame / Hardware					
A3890	Bid / Evaluate / Award - D / F / H	15	15	10-Sep-15	30-Sep-15
A3900	Submittals - D / F / H	10	10	01-Oct-15	14-Oct-15
A3910	Approvals - D / F / H	10	10	15-Oct-15	28-Oct-15
A3920	Fabricate - D / F / H	30	30	29-Oct-15	11-Dec-15
A3930	Deliver - D / F / H	5	5	22-Mar-16	28-Mar-16
Fire Rated Opening					
A4540	Bid / Evaluate / Award - Fire Rated Opening	15	15	10-Sep-15	30-Sep-15
A4550	Submittals - Fire Rated Opening	15	15	01-Oct-15	21-Oct-15
A4560	Approvals - Fire Rated Opening	10	10	22-Oct-15	04-Nov-15
A4570	Fabricate - Fire Doors	50	50	05-Nov-15	19-Jan-16
A4580	Fabricate - Fire Windows	50	50	05-Nov-15	19-Jan-16
A4590	Deliver - Fire Doors	5	5	03-Mar-16	09-Mar-16
A4600	Deliver - Fire Windows	5	5	03-Mar-16	09-Mar-16
Roofing					
A3940	Bid / Evaluate / Award - Roofing	15	15	10-Sep-15	30-Sep-15
A3950	Submittals - Roofing	15	15	01-Oct-15	21-Oct-15
A3960	Approvals - Roofing	10	10	22-Oct-15	04-Nov-15
A3970	Fabricate - EPPM Roofing	10	10	05-Nov-15	19-Nov-15
A4610	Fabricate - Standing Seam Roofing	40	40	05-Nov-15	05-Jan-16
A3980	Deliver - EPPM Roofing	5	5	05-Feb-16	11-Feb-16
A4620	Deliver - Standing Seam Roofing	5	5	29-Feb-16	04-Mar-16
Paint					



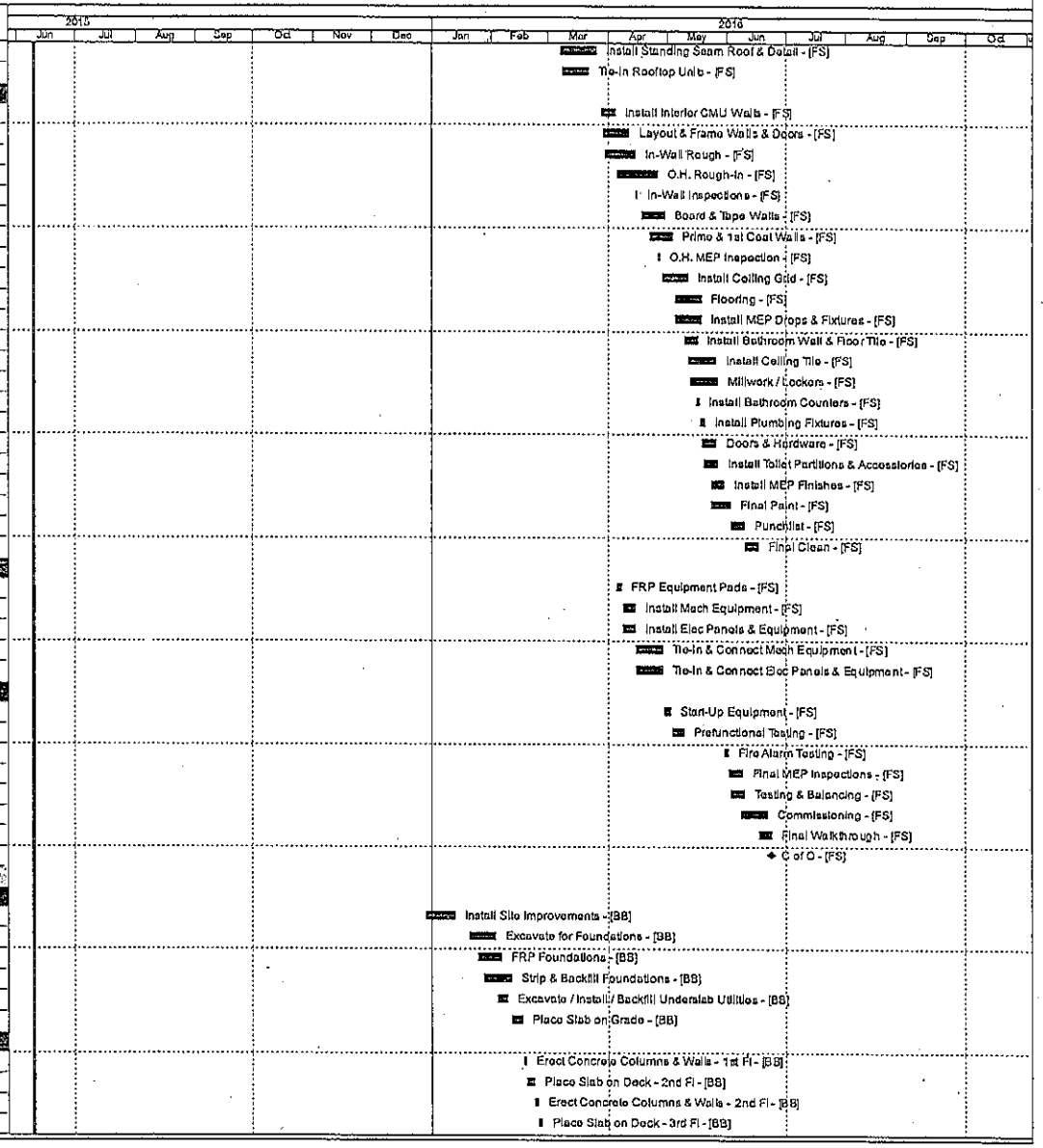
Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
A3000	Bid / Evaluate / Award - Paint	15	15	10-Sep-15	30-Sep-15
A4000	Submittals - Paint	15	15	01-Oct-15	21-Oct-15
A4010	Approvals - Paint	10	10	22-Oct-15	04-Nov-15
A4020	Fabricate - Paint	10	10	05-Nov-15	18-Nov-15
A4030	Deliver - Paint	5	5	15-Apr-16	21-Apr-16
Flooring					
A4040	Bid / Evaluate / Award - Flooring	15	15	10-Sep-15	30-Sep-15
A4050	Submittals - Flooring	15	15	01-Oct-15	21-Oct-15
A4060	Approvals - Flooring	10	10	22-Oct-15	04-Nov-15
A4070	Fabricate - Flooring	30	30	05-Nov-15	18-Dec-15
A4080	Deliver - Flooring	5	5	03-Mar-16	09-Mar-16
Thermal Lining					
A4090	Bid / Evaluate / Award - Thermal Lining	15	15	10-Sep-15	30-Sep-15
A4100	Submittals - Thermal Lining	15	15	01-Oct-15	21-Oct-15
A4110	Approvals - Thermal Lining	10	10	22-Oct-15	04-Nov-15
A4120	Fabricate - Thermal Lining	30	30	05-Nov-15	18-Dec-15
A4130	Deliver - Thermal Lining	5	5	11-Feb-16	18-Feb-16
ACT					
A4140	Bid / Evaluate / Award - ACT	15	15	10-Sep-15	30-Sep-15
A4150	Submittals - ACT	10	10	01-Oct-15	14-Oct-15
A4160	Approvals - ACT	10	10	15-Oct-15	28-Oct-15
A4170	Fabricate - ACT	10	10	29-Oct-15	12-Nov-15
A4180	Deliver - ACT	5	5	21-Apr-16	27-Apr-16
Millwork					
A4190	Bid / Evaluate / Award - Millwork	15	15	10-Sep-15	30-Sep-15
A4200	Submittals - Millwork	10	10	01-Oct-15	14-Oct-15
A4210	Approvals - Millwork	10	10	15-Oct-15	28-Oct-15
A4220	Fabricate - Millwork	20	20	29-Oct-15	27-Nov-15
A4230	Deliver - Millwork	5	5	06-May-16	12-May-16
Toilet Partitions & Accessories					
A4240	Bid / Evaluate / Award - Toilet Partitions / Accessories	15	15	10-Sep-15	30-Sep-15
A4250	Submittals - Toilet Partitions / Accessories	10	10	01-Oct-15	14-Oct-15
A4260	Approvals - Toilet Partitions / Accessories	10	10	15-Oct-15	28-Oct-15
A4270	Fabricate - Toilet Partitions / Accessories	20	20	29-Oct-15	27-Nov-15
A4280	Deliver - Toilet Partitions / Accessories	5	5	13-May-16	19-May-16
Lockers & Specialties					
A4290	Bid / Evaluate / Award - Lockers / Specialties	15	15	10-Sep-15	30-Sep-15
A4300	Submittals - Lockers / Specialties	15	15	01-Oct-15	21-Oct-15
A4310	Approvals - Lockers / Specialties	10	10	22-Oct-15	04-Nov-15
A4320	Fabricate - Lockers / Specialties	20	20	05-Nov-15	04-Dec-15
A4330	Deliver - Lockers / Specialties	5	5	06-May-16	12-May-16
Mechanical					
A4340	Bid / Evaluate / Award - Mechanical	15	15	10-Sep-15	30-Sep-15
A4350	Submittals - Mechanical	20	20	01-Oct-15	28-Oct-15
A4360	Approvals - Mechanical	20	20	15-Oct-15	12-Nov-15
A4370	Fabricate - Basic Mechanical	10	10	29-Oct-15	12-Nov-15
A4640	Fabricate - Mechanical Equipment	60	60	13-Nov-15	09-Feb-16
A4650	Deliver - Mechanical Equipment	5	5	01-Mar-16	07-Mar-16
A4380	Deliver - Basic Mechanical	5	5	23-Mar-16	29-Mar-16
Electrical					
A4390	Bid / Evaluate / Award - Electrical	15	15	10-Sep-15	30-Sep-15
A4400	Submittals - Electrical	20	20	01-Oct-15	28-Oct-15
A4410	Approvals - Electrical	20	20	15-Oct-15	12-Nov-15



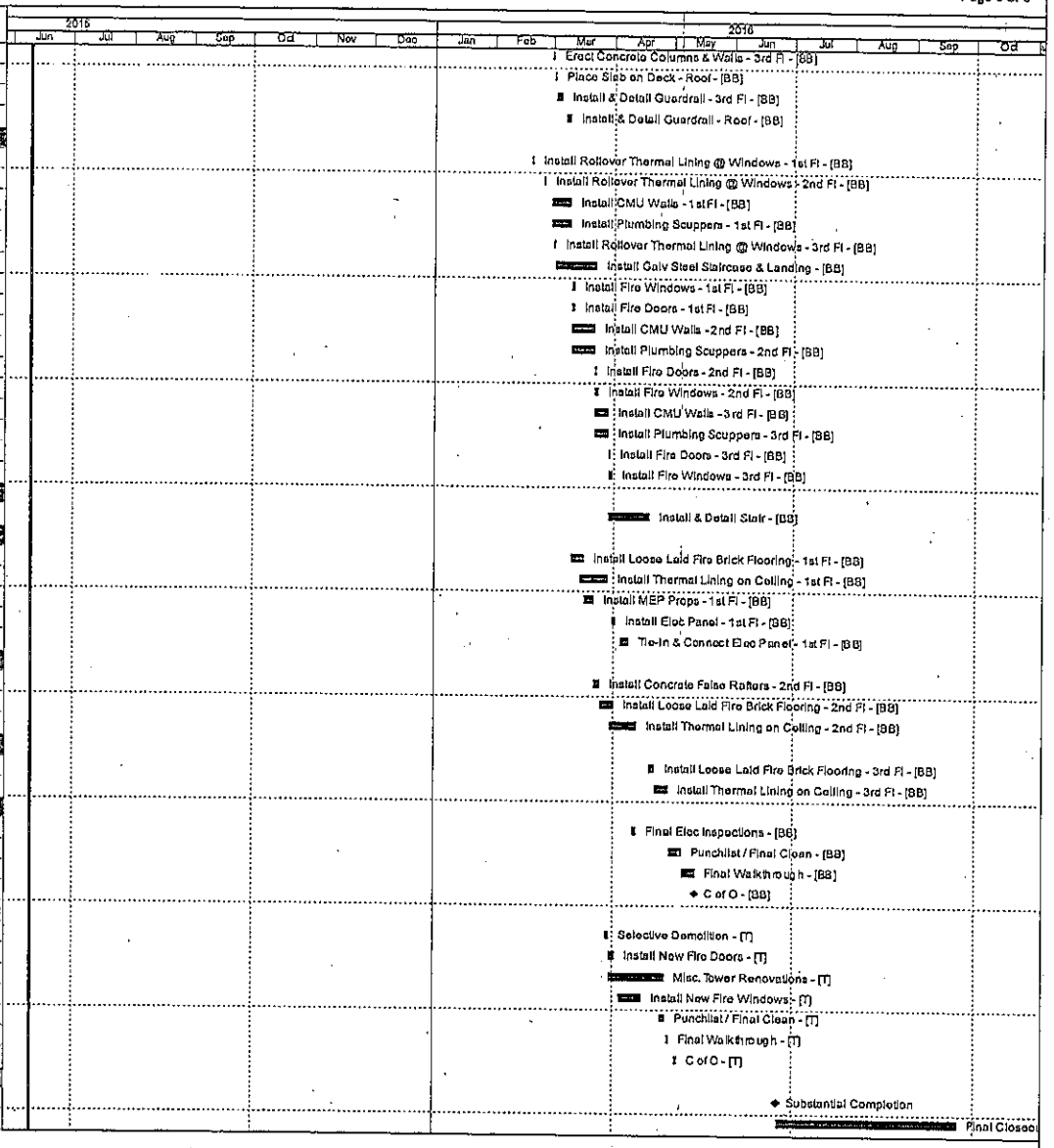
Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
A4420	Fabricate - Basic Electrical	10	10	29-Oct-15	12-Nov-15
A4660	Fabricate - Electrical Equipment	60	60	13-Nov-15	09-Feb-16
A4430	Deliver - Basic Electrical	5	5	08-Jan-16	12-Jan-16
A4670	Deliver - Electrical Equipment	5	5	24-Mar-16	30-Mar-16
Plumbing					
A4440	Bid / Evaluate / Award - Plumbing	15	15	10-Sep-15	30-Sep-15
A4450	Submittals - Plumbing	10	10	01-Oct-15	14-Oct-15
A4460	Approvals - Plumbing	10	10	15-Oct-15	28-Oct-15
A4470	Fabricate - Plumbing	20	20	29-Oct-15	27-Nov-15
A4480	Deliver - Plumbing	5	5	08-Jan-16	12-Jan-16
Fire Protection					
A4490	Bid / Evaluate / Award - Fire Protection	15	15	10-Sep-15	30-Sep-15
A4500	Submittals - Fire Protection	10	10	01-Oct-15	14-Oct-15
A4510	Approvals - Fire Protection	10	10	15-Oct-15	28-Oct-15
A4520	Fabricate - Fire Protection	20	20	29-Oct-15	27-Nov-15
A4530	Deliver - Fire Protection	5	5	23-Mar-16	29-Mar-16
Construction					
A1050	Start Construction	0	0	29-Oct-15	
Sitework / Props					
A1200	Secure Site / Fencing / Trailers / Temp Power	5	5	29-Oct-15	25-Oct-15
A1210	Site Prep / Stripping / Dewatering Setup	5	5	22-Oct-15	28-Oct-15
A1220	Make Safe MEP Systems / Set Up Temp Power / Water	5	5	23-Oct-15	29-Oct-15
A1240	Demolition	20	20	29-Oct-15	27-Nov-15
A1180	Excavate for Site Utilities	20	20	30-Nov-15	28-Dec-15
A1060	Install Site Utilities	20	20	14-Dec-15	12-Jan-16
A1260	Backfill Site Utilities	20	20	29-Dec-15	26-Jan-16
A1290	Install Hardscaping / Props	20	20	18-Apr-16	13-May-16
A1340	Install Landscaping	10	10	09-May-16	20-May-16
Fire School					
Below Grade					
A1270	Install Site Improvements - [FS]	20	20	30-Nov-15	28-Dec-15
A1280	Excavate for Foundations - [FS]	20	20	07-Dec-15	05-Jan-16
*A1070	FRP Foundations - [FS]	20	20	14-Dec-15	12-Jan-16
A1300	Strip & Backfill Foundations - [FS]	20	20	21-Dec-15	19-Jan-16
A1310	Excavate / Install / Backfill Underslab Utilities - [FS]	10	10	13-Jan-16	26-Jan-16
A1320	Place Slab on Grade - [FS]	5	5	27-Jan-16	02-Feb-16
Structure					
A1330	Set-Up Crane - [FS]	5	5	27-Jan-16	02-Feb-16
A1090	Erect Steel - [FS]	5	5	03-Feb-16	09-Feb-16
A1350	Detail & Deck Steel - [FS]	2	2	10-Feb-16	11-Feb-16
A1360	Install CMU Walls - [FS]	15	15	12-Feb-16	04-Mar-16
A1370	Install & Detail Mezzanine Steel Stairs - [FS]	5	5	07-Mar-16	11-Mar-16
Enclosure					
A1450	Frame & Sheath Exterior Walls - [FS]	15	15	12-Feb-16	04-Mar-16
A1460	Install Waterproofing - [FS]	15	15	22-Feb-16	11-Mar-16
A1380	Install Exterior Stone Base - [FS]	20	20	20-Feb-16	25-Mar-16
A1390	Install Metal Panels - [FS]	20	20	14-Mar-16	08-Apr-16
A1400	Install Windows & Curtainwall - [FS]	15	15	28-Mar-16	15-Apr-16
A1420	Install Doors - [FS]	10	10	04-Apr-16	15-Apr-16
Roof					
A1440	Install EPPM Roofing System - [FS]	10	10	12-Feb-16	26-Feb-16
A1470	Install Rooftop Unit Curbing - [FS]	5	5	29-Feb-16	04-Mar-16
A1480	Pick & Pick and Place Rooftop Units - [FS]	1	1	07-Mar-16	07-Mar-16



Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
A1490	Install Standing Seam Roof & Detail - [FS]	15	15	07-Mar-16	25-Mar-16
A1490	Tie-In Rooftop Units - [FS]	10	10	08-Mar-16	21-Mar-16
Fit Out					
A2610	Install Interior CMU Walls - [FS]	6	6	28-Mar-16	04-Apr-16
A2600	Layout & Frame Walls & Doors - [FS]	10	10	29-Mar-16	11-Apr-16
A2640	In-Wall Rough - [FS]	12	12	30-Mar-16	14-Apr-16
A1720	O.H. Rough-In - [FS]	15	15	05-Apr-16	25-Apr-16
A2660	In-Wall Inspections - [FS]	1	1	15-Apr-16	15-Apr-16
A2620	Board & Tape Walls - [FS]	10	10	18-Apr-16	29-Apr-16
A2630	Prime & 1st Coat Walls - [FS]	8	8	22-Apr-16	03-May-16
A2660	O.H. MEP Inspection - [FS]	1	1	26-Apr-16	26-Apr-16
A1730	Install Ceiling Grid - [FS]	10	10	26-Apr-16	11-May-16
A1740	Flooring - [FS]	10	10	05-May-16	18-May-16
A2700	Install MEP Drops & Fixtures - [FS]	10	10	05-May-16	18-May-16
A1760	Install Bathroom Wall & Floor Tile - [FS]	5	5	10-May-16	16-May-16
A2670	Install Ceiling Tile - [FS]	10	10	12-May-16	26-May-16
A1750	Millwork / Lockers - [FS]	10	10	13-May-16	27-May-16
A1790	Install Bathroom Counters - [FS]	2	2	16-May-16	17-May-16
A3260	Install Plumbing Fixtures - [FS]	3	3	16-May-16	20-May-16
A2680	Doors & Hardware - [FS]	5	5	19-May-16	26-May-16
A3250	Install Toilet Partitions & Accessories - [FS]	5	5	20-May-16	27-May-16
A2690	Install MEP Finishes - [FS]	5	5	24-May-16	30-May-16
A1780	Final Paint - [FS]	8	8	24-May-16	02-Jun-16
A1770	Punchlist - [FS]	5	5	03-Jun-16	09-Jun-16
A1800	Final Clean - [FS]	5	5	10-Jun-16	16-Jun-16
Mech / Elec Room					
A2710	FRP Equipment Pads - [FS]	3	3	05-Apr-16	07-Apr-16
A2720	Install Mech Equipment - [FS]	5	5	08-Apr-16	14-Apr-16
A2730	Install Elec Panels & Equipment - [FS]	5	5	08-Apr-16	14-Apr-16
A2740	Tie-In & Connect Mech Equipment - [FS]	10	10	15-Apr-16	28-Apr-16
A2750	Tie-In & Connect Elec Panels & Equipment - [FS]	10	10	15-Apr-16	28-Apr-16
Commissioning / Inspections					
A2760	Start-Up Equipment - [FS]	2	2	29-Apr-16	02-May-16
A2770	Prefunctional Testing - [FS]	5	5	03-May-16	09-May-16
A2800	Fire Alarm Testing - [FS]	2	2	31-May-16	01-Jun-16
A2810	Final MEP Inspections - [FS]	5	5	02-Jun-16	08-Jun-16
A2780	Testing & Balancing - [FS]	5	5	03-Jun-16	09-Jun-16
A2790	Commissioning - [FS]	10	10	08-Jun-16	21-Jun-16
A2820	Final Walkthrough - [FS]	5	5	17-Jun-16	23-Jun-16
A2830	C of O - [FS]	0	0		23-Jun-16
Burn Building					
Below Grade					
A2840	Install Site Improvements - [BB]	10	10	29-Dec-15	12-Jan-16
A2850	Excavate for Foundations - [BB]	10	10	29-Jan-16	02-Feb-16
A2860	FRP Foundations - [BB]	10	10	25-Jan-16	05-Feb-16
A2870	Strip & Backfill Foundations - [BB]	10	10	28-Jan-16	10-Feb-16
A2880	Excavate / Install / Backfill Underslab Utilities - [BB]	3	3	04-Feb-16	08-Feb-16
A2890	Place Slab on Grade - [BB]	3	3	11-Feb-16	16-Feb-16
Structure					
A2900	Erect Concrete Columns & Walls - 1st Fl - [BB]	2	2	17-Feb-16	18-Feb-16
A2910	Place Slab on Deck - 2nd Fl - [BB]	2	2	19-Feb-16	22-Feb-16
A2920	Erect Concrete Columns & Walls - 2nd Fl - [BB]	2	2	23-Feb-16	24-Feb-16
A2930	Place Slab on Deck - 3rd Fl - [BB]	2	2	25-Feb-16	26-Feb-16



Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish
A2940	Erect Concrete Columns & Walls - 3rd Fl - [BB]	1	1	20-Feb-16	20-Feb-16
A2950	Place Slab on Deck - Roof - [BB]	1	1	01-Mar-16	01-Mar-16
A3130	Install & Detail Guardrail - 3rd Fl - [BB]	3	3	02-Mar-16	04-Mar-16
A3120	Install & Detail Guardrail - Roof - [BB]	3	3	07-Mar-16	09-Mar-16
Enclosure					
A3030	Install Rollover Thermal Lining @ Windows - 1st Fl - [BB]	1	1	19-Feb-16	19-Feb-16
A3060	Install Rollover Thermal Lining @ Windows - 2nd Fl - [BB]	1	1	25-Feb-16	25-Feb-16
A2960	Install CMU Walls - 1st Fl - [BB]	8	8	20-Feb-16	09-Mar-16
A2990	Install Plumbing Scuppers - 1st Fl - [BB]	8	8	20-Feb-16	09-Mar-16
A3070	Install Rollover Thermal Lining @ Windows - 3rd Fl - [BB]	1	1	01-Mar-16	01-Mar-16
A3020	Install Galv Steel Staircase & Landing - [BB]	15	15	02-Mar-16	22-Mar-16
A3040	Install Fire Windows - 1st Fl - [BB]	2	2	10-Mar-16	11-Mar-16
A3050	Install Fire Doors - 1st Fl - [BB]	2	2	10-Mar-16	11-Mar-16
A2970	Install CMU Walls - 2nd Fl - [BB]	8	8	10-Mar-16	21-Mar-16
A3000	Install Plumbing Scuppers - 2nd Fl - [BB]	8	8	10-Mar-16	21-Mar-16
A3100	Install Fire Doors - 2nd Fl - [BB]	1	1	22-Mar-16	22-Mar-16
A3080	Install Fire Windows - 2nd Fl - [BB]	2	2	22-Mar-16	23-Mar-16
A2980	Install CMU Walls - 3rd Fl - [BB]	5	5	22-Mar-16	28-Mar-16
A3010	Install Plumbing Scuppers - 3rd Fl - [BB]	5	5	22-Mar-16	28-Mar-16
A3110	Install Fire Doors - 3rd Fl - [BB]	1	1	29-Mar-16	29-Mar-16
A3090	Install Fire Windows - 3rd Fl - [BB]	2	2	29-Mar-16	30-Mar-16
Fit-Out					
A3140	Install & Detail Stair - [BB]	15	15	29-Mar-16	18-Apr-16
1st Fl					
A3180	Install Loose Laid Fire Brick Flooring - 1st Fl - [BB]	5	5	10-Mar-16	16-Mar-16
A3190	Install Thermal Lining on Ceiling - 1st Fl - [BB]	10	10	16-Mar-16	28-Mar-16
A3170	Install MEP Props - 1st Fl - [BB]	3	3	17-Mar-16	21-Mar-16
A3150	Install Elec Panel - 1st Fl - [BB]	2	2	31-Mar-16	01-Apr-16
A3160	Tie-In & Connect Elec Panel - 1st Fl - [BB]	5	5	04-Apr-16	08-Apr-16
2nd Fl					
A3200	Install Concrete False Rafters - 2nd Fl - [BB]	3	3	22-Mar-16	24-Mar-16
A3210	Install Loose Laid Fire Brick Flooring - 2nd Fl - [BB]	5	5	25-Mar-16	31-Mar-16
A3220	Install Thermal Lining on Ceiling - 2nd Fl - [BB]	10	10	30-Mar-16	12-Apr-16
3rd Fl					
A3230	Install Loose Laid Fire Brick Flooring - 3rd Fl - [BB]	3	3	19-Apr-16	21-Apr-16
A3240	Install Thermal Lining on Ceiling - 3rd Fl - [BB]	5	5	22-Apr-16	26-Apr-16
Commissioning / Inspections					
A3280	Final Elec Inspections - [BB]	2	2	11-Apr-16	12-Apr-16
A3310	Punchlist / Final Clean - [BB]	5	5	29-Apr-16	05-May-16
A3290	Final Walkthrough - [BB]	5	5	06-May-16	12-May-16
A3300	C of O - [BB]	0	0		12-May-16
Tower					
A3320	Selective Demolition - [T]	2	2	28-Mar-16	29-Mar-16
A3340	Install New Fire Doors - [T]	3	3	30-Mar-16	01-Apr-16
A3350	Misc. Tower Renovations - [T]	20	20	30-Mar-16	26-Apr-16
A3330	Install New Fire Windows - [T]	10	10	04-Apr-16	15-Apr-16
A3360	Punchlist / Final Clean - [T]	3	3	25-Apr-16	27-Apr-16
A3370	Final Walkthrough - [T]	2	2	28-Apr-16	29-Apr-16
A3380	C of O - [T]	2	2	02-May-16	03-May-16
Punchlist / Demobilization					
A1150	Substantial Completion	0	0		23-Jun-16*
A1160	Final Closeout Documention	63	63	24-Jun-16	22-Sep-16*



DESIGN-BUILD AGREEMENT

APPENDIX B

Design-Builder's Proposal

For

Renovation of Fairfield Regional Fire School
205 Richard White Way
Fairfield, CT

Project No. **BI-FP-14**

Design-Build Proposal

Total Cost Proposal
and
Total Cost Proposal Spreadsheet
and
All Required Supporting Documents

BI – FP – 14 DB
Renovation of Fairfield Regional Fire School
205 Richard White Way
Fairfield, CT

Consigli Construction Co., Inc.

100 Allyn Street

Hartford, CT 06103

June 12, 2014

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-14 DB

Project Name: Renovation of Fairfield Regional Fire School

Project Location: 205 Richard White Way, Fairfield, CT

The Proposer, named Consigli Construction Co., Inc. and hereinafter referred to as "the Proposer", with a principal place of business at 100 Allyn Street, Hartford, CT 06103

is a(n)* Corporation

existing under the laws of the State of Connecticut, and proposes to do business as Consigli Construction Co., Inc.

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 Three Hundred and Sixty-five, (365) 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 ($550.00), Five Hundred and Firty **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 (**$550.00**), **Five Hundred and Firty** 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 4 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**).

2.1.2 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.

12.1.2 **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 paragraph 2.1 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/M/W/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 Ten Million Five Hundred Sixty Five Thousand Six Hundred Fifty Nine Dollars

Figure Amount $ | | 1 | 0 | , | 5 | 6 | 5 | , | 6 | 5 | 9 | . | 0 | 0 |

(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 work of the trades listed in Schedule 10.0. Any Named Subcontractor as listed in schedule 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 Schedule 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 2.1 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.

10.0 Named Subcontractors (Continued):

Schedule 10.0 - Named Subcontractors
(Note: Failure To Properly Complete All Sections Of This Schedule 10.0 Shall Result In Rejection Of The Proposal.

The Design-Builder shall indicate the subcontractor name and contract value for the largest single subcontractor in each named subtrade.

Description	Name of Subcontractor	Amount Dollars	Labor & Material Payment Bond	Performance Bond
Masonry:	Consigli Construction	$ 528,086.00	1.2 %	w/ Payment Bond %
Electrical:	Wayne J. Griffin Electric Inc	$ 603,919.00	1.2 %	w/ Payment Bond %
HVAC:	Mega Mechanical Systems Corp.	$ 561,890.00	1.2 %	w/ Payment Bond %
Mechanical*:	Mega Mechanical Systems Corp.	$ 299,672.00	1.2 %	w/ Payment Bond %
*except HVAC)				

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 fourth 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: Mike Walker (Name) 6/10/14 (Date)

*Proposer's Signature: (Signature) Title: Area Manager (Title)

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

Proposer's Address:
100 Allyn Street, Hartford (City) CT (State) 06103 (Zip Code)

12.0 Connecticut Major Contractor's License:

For all CT 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: #042088291

Firm CT Tax Registration Number: #901137

Firm Address: 100 Allyn Street *(Street)*
Hartford *(City/Town)*
CT *(State)*
06103 *(Zip Code)*

Telephone Number: 860-239-0238

FAX Number: 860-239-0261

Email Address: mwalker@consigli.com

Corporate Seal
(If a Corporation)

Type of Business Entity (check one):

- [x] Corporation
- [ ] Limited Liability Corporation (LLC)
- [ ] Partnership
- [ ] Sole Proprietor

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

Provide Exact Wording on Corporate Seal below:

Consigli Construction Co., Inc.
Corporate Seal 1950 Massachusetts

This Proposal submission is only for Design-Builder's 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:	☐
2.0	00 45 16.1	Contractor Qualification Questionnaire – DB:	☐
3.0	00 45 17.1	Named Subcontractor's Qualification Questionnaire – DB:	☐
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).	☐
5.0	—	DAS Update Statement(s): See www.das.state.ct.us for required form(s).	☐
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.	☐
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).	☐
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).	☐
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.	☐
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.	☐
11.0	00 40 14	Certificate (of Authority): (see CT DCS Library on the DCS Website www.ct.gov/dcs)	☐

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 Number	Description	Division Cost Subtotals
01	General Requirements	$2,665,874.00
02	Existing Conditions	$50,000.00
03	Concrete	$1,218,665.00
04	Masonry	$528,086.00
05	Metals	$475,762.00
06	Wood, Plastics, and Composites	$68,667.00
07	Thermal and Moisture Protection	$895,701.00
08	Openings	$532,398.00
09	Finishes	$470,197.00
10	Specialties	$77,508.00
11	Equipment	$23,500.00
12	Furnishings	$19,730.00
13	Special Construction	$593,671.00
14	Conveying Equipment	$0.00
21	Fire Supression	$104,574.00
22	Plumbing	$195,098.00
23	Heating, Ventilating, and Air Conditioning	$561,890.00
26	Electrical	$515,621.00
27	Communications	$20,068.00
28	Electronic Safety and Security	$68,230.00
31	Earthwork	$853,371.00
32	Exterior Improvements	$142,050.00
33	Utilities	$484,998.00
	Total Cost: (Includes Design, Construction and All Of The Requirements Of This D-B RFP)	$ - $10,565,659.00

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.

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

Project:

DCS Project Number: BI - FP - 14 DB

Project Name:
(From QBS Web Ad) Renovation of Fairfield Fire School

Project Location: Fairfield, CT

Brief Project Description:
(From QBS Web Ad)

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 ½" 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:
Consigli Construction Co., Inc.

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

3.0 How many years has this organization been in business as a General Contractor?
109 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 Carpentry
4.2 Labor
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 Peter Consigli & Sons (1905 - 1950)
5.2
5.3

6.0 This firm is a:
- [X] Corporation
- [ ] Partnership
- [ ] Sole Proprietorship
- [ ] Joint Venture
- [ ] Other. Identify:

7.0 If the organization is a corporation indicate the following:

7.1 Date of Incorporation: 1950

7.2 State of Incorporation: Massachusetts

7.3 President's Name: Anthony Consigli

7.4 Vice-President's Name(s): Matthew Consigli

7.5 Secretary's Name: J. Scott Lerner

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.

9.0 List all work which the organization normally executes with its own forces:

9.1 Masonry

9.2 Concrete

9.3 Carpentry

9.4 Selective Demolition

9.5

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

10.1 Date of Organization: n/a

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

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:
Consigli is legally qualified to do business in the states of Massachusetts (Federal ID #042088291), New Hampshire (Business ID 290193), Maine (Charter #20030390 F), Vermont (File: F240730), Connecticut (Registration #901137), Rhode Island (Registration#25762) and New York.

13.0 Trade References: List names, addresses and telephone numbers of four firms with whom your organization has regular business dealings:
Harris Rebar, Inc./Brian Gordon/(800) 370-0132 x 213 / 55 Sumner St. – Milford, MA 01757
Tresca Bros. Sand & Gravel/Bob Tresca/(781) 235-1101/66 Main St – Millis, MA 02054
Koopman Lumber Co./Dirk Koopman/(508) 234-454/665 Church St – Whitinsville, MA 01588

14.0 Bank References: List names, addresses and telephone numbers of the financial institutions used by your organization.
People's United Bank/Steve Estaphan/(508) 890-5116/120 Front St/Worcester, MA 01613
People's United Bank/Catherine A. Turowsky/ (413) 735-6542/1391 Main St/Springfield, MA 01101

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.
Alliant Insurance/Aaron Kayafas,Vice President – Account Executive/131 Oliver Street, 4th Floor
Boston, MA 02110/617.535.7248

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.
Consigli has never failed to complete work.

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 See attached.
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)

Financial statements are submitted in a seperate, sealed envelope, per corporate policy.

Name of the firm preparing the financial statement and date of preparation:
Consigli Construction Co., Inc.

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

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

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

24.0 Dated at: Consigli Construction Co., Inc. Hartford, CT

Signed: This 12 Day of June , 20 14 .

Name of Organization: Consigli Construction Co., Inc.

Questionnaire Prepared By:

Name: Mike Walker

Title: Project Executive

Signature:

25.0 Notary Statement

Mr./Mrs./Ms: Walker being duly sworn

Deposes and says that he/she is the Project Executive of
(Position or Title)

Consigli Construction Co., 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 12th day of June , 20 14 .

Notary Public:

My Commission Expires: , 20 .

Cynthia D. Croxford
Notary Public-Connecticut
My Commission Expires
September 30, 2017

END
Section 00 45 16.1
Contractor Qualification Questionnaire - (D-B)

18. OSHA VIOLATIONS

2011 OSHA Violations

Southbridge Middle and High School, Southbridge, MA
OSHA Inspection #313209421 Open/Close Dates: 3/15/11-4/29/11 $0 fine
Incident of daisy chained extension cords was settled as "other than serious".

Margaret Chase Smith Federal Building, Bangor, ME
OSHA Inspection #315572172 Open/Close Dates: 04/28/11 - 5/26/11 $0 fine
A receptacle box was not secured and equipment operation was observed within 10 ft. of power lines. Both of these were settled as "other than serious".

Bigelow Laboratory for Ocean Sciences, East Boothbay, ME
OSHA Inspection #315523167 Open/Close Dates: 04/21/11- 5/31/11 $0 fine
Floor holes were not covered when not in use. This was settled as "other than serious".

MIT E52, Cambridge, MA
OSHA Inspection # 315655944 Open/Close Dates: 07/06/11-08/08/11 $5,700 fine
Employee was working from tubular welded scaffold that was not braced properly.

2012 OSHA Violations

Bowdoin College, Brunswick, ME
OSHA Inspection #515678.015 Open/Close Dates: 06/22/12-08/03/12 $3,960 fine
Improper scaffolding safety. This was settled as "other than serious".

2013 OSHA Violations

None.

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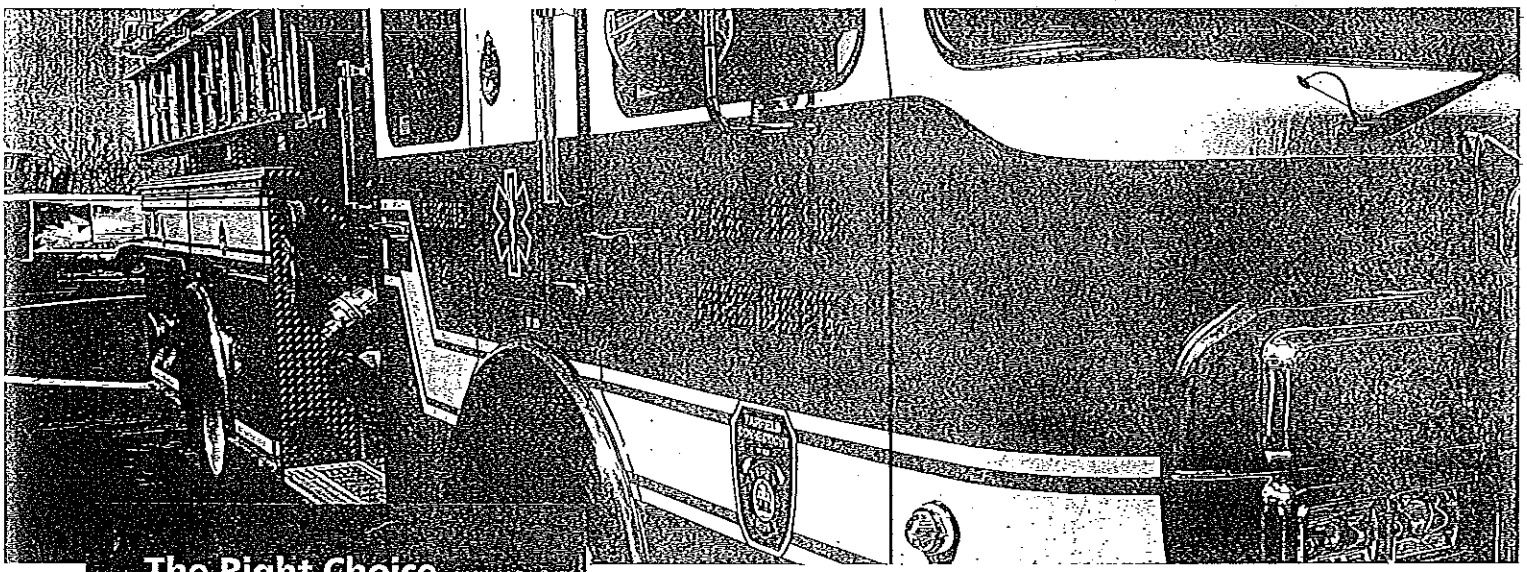
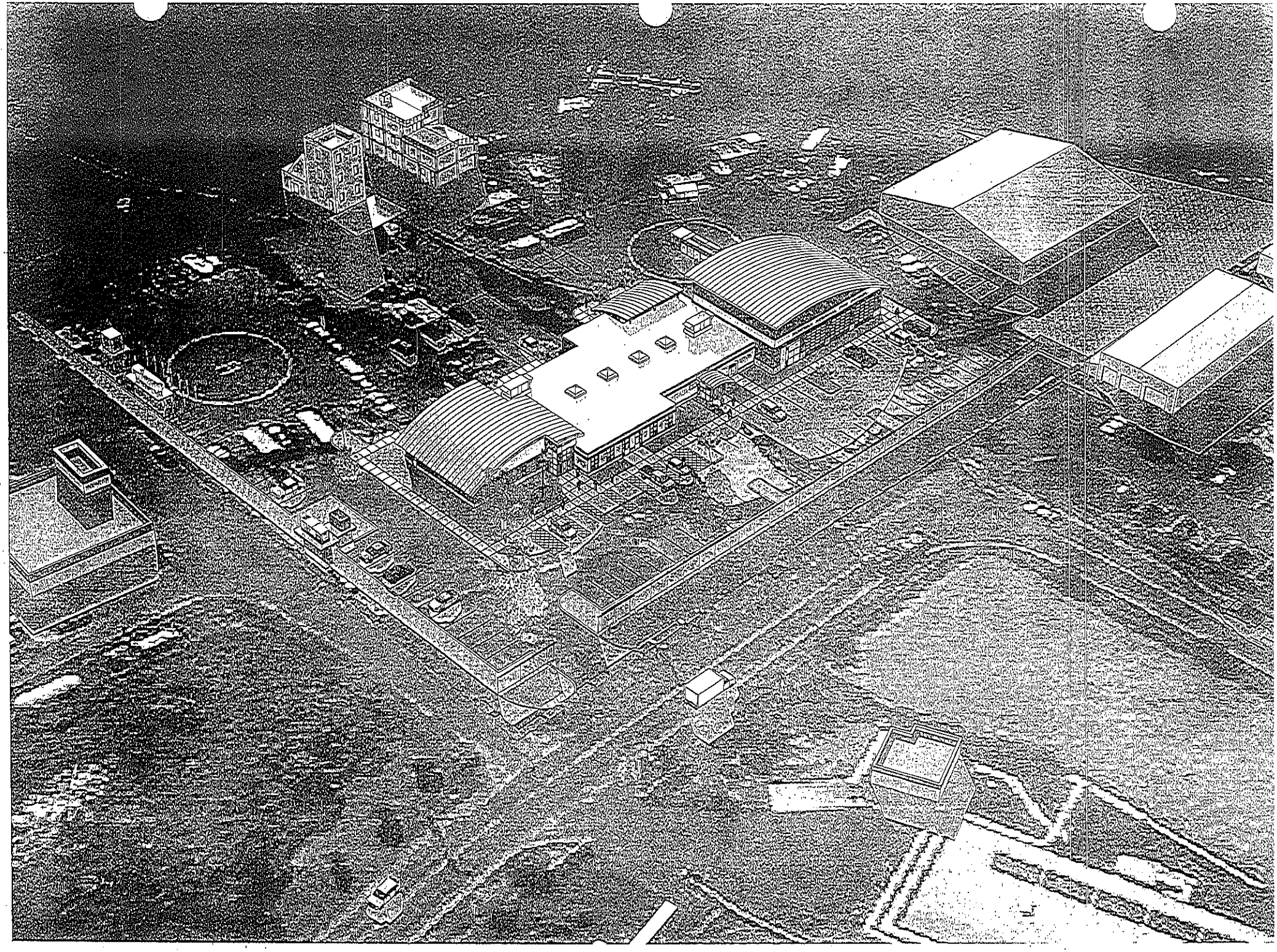
TABLE OF CONTENTS

Connecticut Department of Administrative Services,
Renovation of Fairfield Regional Fire School



The Right Choice

Consigli Construction is a fourth generation owned organization that can offer the resources and experience of one of the strongest construction management firms in New England with a small company feel.



2. COVER LETTER

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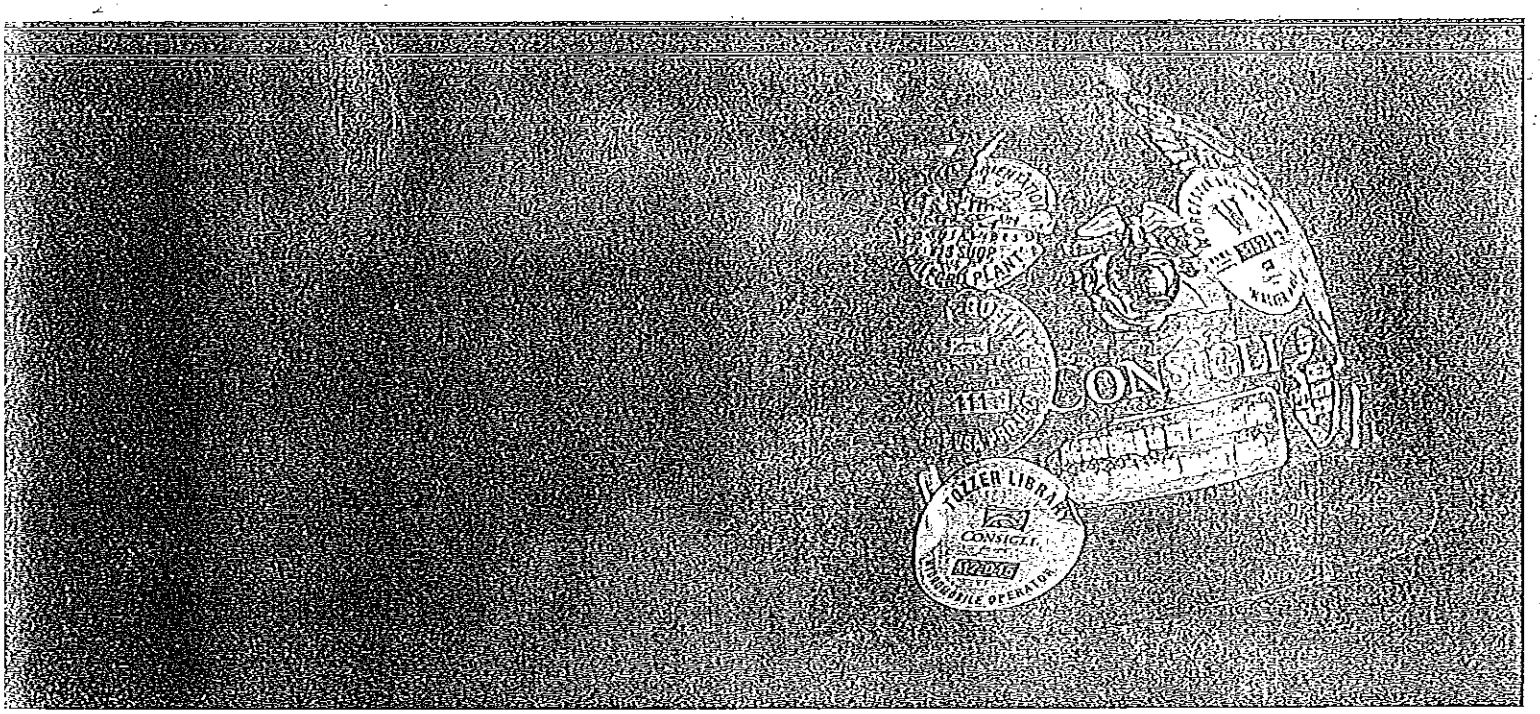

FIRM INTRODUCTION

Consigli Construction Co., Inc. of Hartford appreciates the invitation to submit a design concept and proposal for the new Fairfield Regional Fire School.

Consigli is a leading construction manager and general contractor with the capacity to serve clients throughout New England and New York. With four generations of family history behind our name, we're proud to think of ourselves as a local builder who has expanded our reach while keeping our roots. We thrive on challenging projects, developing creative approaches to earn rave reviews from clients across a wide range of market sectors.

While Consigli is recognized for innovative services and advanced technology, we have remained true to our legacy as true builders. Through our ability to self-perform several key trades, we can find efficiencies, solve problems, and plan projects better than firms which strictly manage subcontractors. It's an advantage we owe not just to our company pedigree, but to our people, who are driven to keep the Consigli name synonymous with successful projects.

With Dore & Whittier, we have a well-qualified, New England-based design partner with decades of experience in the public sector. With CR architecture & design on the team we have a public safety design specialist with a diverse, national portfolio. These two design firms established a strategic partnership in 2005 specifically for public safety projects in New England, and now we are one of the market leaders in this region.

Our entire design-build team brings superior credentials and is comprised of the following firms:

- **Consigli Construction Co., Inc.** – Construction Manager
- **Dore & Whittier Architects, Inc.** – Project Architect
- **Elliot LeBoeuf & McElwain** – Burn Building Specialist & Structural Engineer
- **Fuss & O'Neill, Inc.** – Site/Civil Engineering
- **BVH Integarated Services, Inc.** – M/E/P/FP Engineering & Commissioning
- **CR architecture & design** – Public Safety
- **Design Professionals, Inc.** – Landscape Architecture

DESCRIPTION OF PROPOSAL

Following the RFP, the Design Program and the Outline Specifications (Volumes 1, 2 and 3) prepared by DAS and Tecton, and adhering to Addenda 1, 2 and 3, we have crafted a responsive plan and what we believe to be a strong and distinctive design for your new Administrative/ Education and Vehicle Maintenance Facility. Our intention is to create a cost-effective, highly functional training site and establish an image and an identity for the Captain Joseph S. Elias Training Center that is commensurate with the professional nature of the Fire Service and the Connecticut Fire Academy.

Our submittal follows the Table of Contents and format as prescribed in the RFP. We have provided an attachment to the cover letter that provides an executive summary of the proposed site design, building concepts and system selections developed by the design team for their respective discipline.

The summaries also describes the ways in which our program deviates from that developed by the criteria architect. Any alternative products, systems and components, and finishes that we have included in our design meet the specifications provided in the RFP. These deviations are described in detail with the reasoning for their inclusion into the design.

Design/Technical Proposal Submittal Booklet

The Design/Technical Proposal consists of eight tabbed sections with information corresponding to the requirements of the RFP. This cover letter, as noted above, is accompanied by design narratives, as follows:

- Architectural/building systems narrative:
  - Administration/Education and Vehicle Maintenance Facility
- Structural narratives:
  - Administration/Education and Vehicle Maintenance Facility
  - Burn Building
- Mechanical, electrical, fire protection systems narrative
- Site development narrative
- High performance checklist

Schematic Design Submittal Document

Our proposal provides all of the documents requested and includes an overall Site Plan as well as a Grading and Utility Plan (by Fuss + O'Neill). Floor Plans, Elevations, Building Sections, Exterior Wall Sections, Interior Vignettes and a Bird's Eye Perspective for the Administration /Education and Vehicle Maintenance Facility (D&W/CR) and the new Burn Building (Elliott Leboeuf + McElwain) have also been developed and are included in the SD Submittal Document.

Total Cost Proposal

The Proposal also includes a sealed Total Cost Proposal (Consigli) with all requested supporting documentation.

DESCRIPTION OF BUILDINGS

Regional Fire School Administration/Education and Vehicle Maintenance Facility

Floor area

Our net programmed floor area for this single story structure is 12,566 sq. ft. compared to 12,999 sq. ft. developed by the criteria architect. Consolidation of two mechanical/electrical spaces into one account for the main difference. Our net programmed floor area for this single story structure is 12,566 sq. ft. compared to 12,999 sq. ft. developed by the criteria architect. Consolidation of two mechanical/electrical spaces into one account for the main difference. Our calculated gross square footage, used for estimating purposes, is 16,054 gross sq. ft., compared to 16,308 gross sq. ft. estimated by the criteria architect.

There are minor variations from the program presented in the RFP, none of which conflict with code or adversely impact a space's ability to serve its occupants.

Design/Contextual Response

The orientation of this new building and its proximity to the road provide an opportunity to create a strong presentation, a memorable visual impact and a warm welcome to the Regional School Facility. It will sit prominently on Richard White Way, amidst other municipal structures of similar scale, and will feature high performance design elements throughout, including the Vehicle Maintenance Facility.

Our design is respectful of the setting, maintaining a simplicity of form and employing an exterior that, in nature and texture, conforms to its context. At the same time, however, the facility will stand out, with an intentional declaration of its identity and affiliation with the Fire Service, enhanced with a Firefighters' Memorial at the front entrance.

Traveling in either direction along the roadway, one's attention will be drawn to the Fire School and captured by distinctive roof lines and variations in siding materials, angles and color pattern. Passersby will take notice of its prominent location, the magnetism of the design elements, and the contrast with surrounding palette of the unobtrusive industrial structures along the road.

A detailed design narrative that describes building systems, materials and other features, as well as our thinking relative to various elements, is provided within as an attachment to the cover letter.

Please refer to the attached design narratives from each of the corresponding team member firms regarding the following, as suggested in the RFP:

- Burn Building
- Flood Plain
- Site design
- Planned utility connections

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ARCHITECTURAL/BUILDING SYSTEMS NARRATIVE: ADMINISTRATION/EDUCATION & VEHICLE MAINTENANCE

DORE & WHITTIER
ARCHITECTS, INC.

FAIRFIELD REGIONAL FIRE SCHOOL

Proposed Administration, Education and Vehicle Maintenance Facility

DESIGN NARRATIVE

The proposed facility is sited to the north of the property, located as specified by Department of Administrative Services and the project's Criteria Architect; it is clearly the most logical location. The building features two principal zones - the Administration and Education component (the "clean" portion of the facility) and the Vehicle Maintenance area (the "dirty" section). These two distinct functions are evident on the exterior in the massing of the main areas and the pedestrian pathways to separate entries. The primary entrance, to be used for administrative staff and visitors, provides access to the main lobby and reception area of the Administration/Education end of the building. The vehicle entrance, parking arrangement, building layout, memorial, architectural cues, signage and pathways enable visibility and easy recognition of the entry points. A second entry, less prominent but equally discernable, welcomes instructors and trainees to the Vehicle Maintenance side of the building.

The remainder of the site is designed to accommodate a future Storage Building as well as required training props, renovated training tower, new burn building, existing confined space structure, and a new drafting pit.

The appearance of the Administration / Education and Vehicle Maintenance building is of a professional fire training facility, recalling imagery associated with the fire-fighting profession and also having a simple, clean, modern appearance. Entries are identified in iconic contemporary tower elements, long associated with hose drying, training and general landmarks within Connecticut communities.

Pedestrian axial relationships / views bisect the building from the building entry points, reflecting the transition from professional arrival to the training field. The light-filled main entry tower leads to the main lobby and views beyond through the glazed check-in window and reception / staff office area. The lobby continues the firefighting theme with display cases to contain information and awards to showcase the unique culture of the Fairfield Region. The lobby provides access to all classroom space through a natural, light-filled corridor. The Vehicle Maintenance entry leads to a bisecting corridor, providing access to maintenance bays, locker rooms, mechanical spaces and directly to the outdoor shelter and training field. Flexible dining/classroom space is centrally located to be shared by all occupants.

ARCHITECTS
PROJECT MANAGERS

260 Merrimac Street Bldg 7
Newburyport, MA 01950
978.499.2999 ph
978.499.2944 fax

212 Battery Street
Burlington, VT 05401
802.863.1428 ph
802.863.6955 fax
www.doreandwhittier.com

Exterior materials are selected for an optimal combination of durability, moderate cost, low maintenance and good appearance, as follows:

- Masonry base course: Shouldice stone
- Siding: Pre-finished corrugated metal siding
- Siding in select areas: Composite metal panel (ex: Citadel)
- Siding in select areas: Pan-formed, flat panel pre-finished vertical siding (Ex: Firestone UniClad)
- Trim band: Pre-finished (Kynar) brake-formed metal
- Roof rake and eave edges: Pre-finished (Kynar) brake-formed metal
- Roof: Standing-seam prefinished metal roof; single-ply membrane on flat roof
- Windows: Insulating, prefinished, aluminum windows
- Entries and large "windows" at Vehicle Maintenance building: Aluminum curtainwall system with thermally-broken aluminum entrance doors
- Building-mounted lighting: High-quality architectural fixtures (Ex: Poulsen, "Nyhavn" model)

We have indicated a masonry base on most sections of the building to visually "anchor" the structure to the site and to provide a durable finish that will not be damaged by landscape maintenance operations or soils/moisture. Shouldice stone masonry is selected for economy, durability and ease of construction.

The sides of the buildings are clad chiefly with pre-finished corrugated metal siding. The dominant material is a horizontally-oriented, deep-profile (4"), "trapezoidal" corrugated steel which is robust, textural and low-maintenance, yet economical. The shadow lines provided by the deep ribs contribute to the rich appearance. The top "hatband" of the Vehicle Maintenance building walls is clad with a shallow profile (1") corrugated metal which creates a setback from the walls below. This helps to visually break down the large scale, refining and distinguishing the building.

At the gable ends of the arched roofs, the walls are clad with a pan-formed flat panel pre-finished vertical siding, with a ½" joint between the panels. This material is a common and cost-effective commercial siding product and provides a contrast to the chiefly horizontal texture of the corrugated siding. Again, a color difference here helps to break down the scale.

Colors are a deep dark red and white, with accents of natural metal/silver. We have selected colors in part to differentiate the functions of each component of the facility. The Vehicle Maintenance building is clad primarily in red (with white accents), the traditional color of firehouses. The Admin / Education building is primarily white (with red accents). A red trim band running around the facility helps tie the components together visually.

As the vehicular main entry to the apparatus bay is from the south (non-street) side, we have chosen to place aluminum curtainwall /glass construction on the north wall in exactly the same

positions as the overhead doors seen on the south side. These are not operable (although they could contain some operating windows for a cross breeze in the summer) but convey to observers from the street that this is a "firehouse" building

With the exception of the Large Classroom, the Admin / Education building is low-pitch ("flat-roof") construction while the Vehicle Maintenance building (and Large Classroom) are of a larger scale with arched-roof construction. These arched roofs become a primary design element and identifier of this facility, a form that is visually distinctive with an excellent ability to shed snow and ice. They are clad with pre-finished, standing-seam metal roofing, an attractive, extremely-durable and low-maintenance material.

The two ends of the facility are similar in shape, with slightly different scale, and serve as "bookends" to the central section. The separate entries are distinctive and hierarchical (the main entrance is higher and as such, presents as the primary focus to a visitor). They are also clad with unique materials - composite metal panels, prefinished in white, red and silver, with a distinct geometric pattern.

Separate from their practical functions, these entry structures, in concert with the arched-roof bookends, are unique components of the building and contribute to the varied appearance of the building.

Our goal is to create a harmonious aesthetic with strong and visually interesting elements - a building with integrity.

The interior of the building reflects the exterior with materials similar to the entries presented in the main entry Lobby. This Lobby is the central entrance point of the building and has a high roof, with clerestory glazing around the top to bring in daylight, and colored exposed metal trusses. A higher level of finishes enriches the Lobby, Multi-Purpose room and Large Classroom for visitor appeal and comfort. In addition to the aluminum finish and colored panels, we have selected maple wood accents to visually add warmth. Wood is seen as part of the geometric panel motif in the Lobby and as a single trim band that connects the Lobby with the administrative corridor. The display case is integrated and composed of maple, glass, and painted surfaces, with some integral lighting.

Floor finishes are selected for durability, good appearance and cost-effectiveness. We have indicated commercial-grade sheet vinyl in the Lobby and corridors, with simple "squares" in an accent color. The Large Classroom contains carpet for acoustics, comfort and visual appearance. Other classroom and administrative spaces contain have sheet vinyl flooring. The floor of the Vehicle Maintenance building is a natural (sealed) concrete finish.

The Large Classroom is treated as a unique space and features a high ceiling with "bays" containing acoustic ceiling tile. Walls are painted but contain a simple wood-paneled wainscoting at the base. We have shown a two-tier lighting approach. The primary lighting is quality up/down

linear-pendant fluorescent lighting. Separate architectural pendant fixtures provide accent or "house" lighting for assembly and functions where fluorescent light may not be ideal.

The main administrative corridor is punctuated with skylights, a cost-effective way of bringing daylight into the space, that create "nodes" of interest along the corridor.

The Multi-Purpose / Dining Room, being a focus point and high-activity area for the majority of the staff and trainees, is treated accordingly with quality finishes and other elements selected for their appeal factor. There is a soffit at the entry side of the room which contains some recessed lighting. We have shown wood trim bands at the two nodes (kitchen and vending) along the entry side of the room to tie those elements together attractively. Similarly, the kitchen cabinetry and trim around the vending area are balanced visually. Again, quality up/down linear-pendant fluorescent lighting is provided. We have indicated a commercial-grade sheet vinyl flooring with simple yet attractive accents.

Appropriate acoustical treatments will be applied to diminish the transfer of sound common within this type of facility.

High Performance Design Guidelines have been applied to both the Admin / Education Facility and the Vehicle Maintenance Facility.

Working in conjunction with the entire design and construction team, we have developed a design solution and a high performance building that is cost-effective to build and operate, easy to maintain, and durable to achieve a minimal 50-year life span.

Functionality, aesthetics and identity have also been considered and addressed in our facility design. The program is fully accommodated, access, adjacencies and circulation work well, and it is our belief that the facility is aesthetically rich and presents a strong identity as an important structure and a professional Fire Training Center.

LIST OF DEVIATIONS

As part of our Design Narrative, we are including a summary of items that describe where and why our design offering deviates from the program, layout or specifications furnished in the RFP. Some of these may be presumptuous but are based on a general sense of some benefit, or in some cases, on previous experience with similar facilities. Lacking the opportunity to discuss the issues, we took the liberty of making minor changes understanding that a future discussion will yield a final resolution.

Layout / Design

- The Multipurpose Room and restrooms are flipped from the layout shown in Exhibit E-9 of the RFP. This rearrangement locates the Multipurpose Room on the training yard side of the building and provides direct access and a visual connection to the training areas as well as adjacency to the Rehab Shelter. Inclusion of an exterior door directly from the Multipurpose Room to the Shelter provides more direct access to the food preparation area and refrigerators for trainees, and provides for connected indoor and outdoor seating during breaks.
- Vending was relocated to the interior of the Multipurpose Room for direct access to the dining area and to reduce the possibility of noise generation in the corridor while classes are in session.
- The two programmed Mechanical Rooms were consolidated into one Mechanical space, in order to concentrate building utilities into a central "plant". Based on past projects, our proposal includes a recommended reduction in program area required for the Mechanical and Electrical spaces.
- The Turn-Out Gear storage racks and lockers are indicated in the RFP to be within the main corridor connecting the Apparatus Bays to the Administration areas. Our proposal includes a separate gear room, removing people gearing up or down from the main circulation path and reducing the potential for obstructions or accidents and perhaps affording more secure storage for the instructors.
- A 2nd entry at the front of the building facing Richard White Way has been added and opens to a north/south corridor that separates the clean/dirty sections of the facility and provides more direct access to the apparatus bays and training yard from the parking lot.
- The two "end" apparatus bays are expanded to 20' widths from 18' to provide adequate aisle space along the walls.
- The mezzanine is listed in the Program at 1,200 SF. Stairs to the mezzanine (not accounted for in the program) are required by code. With single access, code limits the mezzanine area to 30% of the area onto which it opens; therefore, per the design program in the RFP, the maximum square footage allowable by code, without a second stair, is 907.2SF given the 3,024 SF of apparatus bay area. The stairs take up valuable real estate, so mezzanine area is sacrificed in order to avoid additional floor area that would be

needed for a second stair. The increased area of the apparatus bays in our proposal (3,137SF) allows for a 941.1SF mezzanine without a second stair. Our mezzanine, as currently configured, is 876 SF (515 SF of which is mezzanine and 361 SF is caged storage. The storage area is located between the stairs and the wall.

- We have proposed an extended-height main entry and (4) skylights along the main corridor to introduce natural light into the building.

Construction

- The building envelope has been established as high performance, designed to exceed the CT State Building code by a significant percentage. Roof insulation provides an LTTR value of 34.8, over 75% better than the code minimum and 43% better than the minimum requirement of the Connecticut High Performance Buildings requirements. Continuous wall insulation is designed to provide an R value of 17.2, approximately 10% better than the code. It is our expectation that these insulation values will contribute significantly to surpassing the whole-building energy performance guidelines of 21% better than code.

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STRUCTURAL NARRATIVE:

ADMINISTRATION/EDUCATION & VEHICLE MAINTENANCE

Elliott, LeBoeuf & McElwain

Phone (703) 321-2100
Fax (703) 321-2112

8001 Forbes Place Suite 201
Springfield, VA 22151
www.elaengineers.com

Structural Design Narrative for Administration and Education Facility

Summary

The proposed Administration and Education Facility is part of the Regional Fire School at Fairfield, Connecticut. The building is a one-story structure with a partial Mezzanine, with approximate plan dimensions of 258 feet by 80 feet. The eastern side of the building is a masonry load bearing structure and the western side of the building is a steel framed structure with, with a mixture of masonry and cold-formed metal exterior curtain wall framing. The center of the building has a flat roof while the east and west ends have curved roofs.

Basis of Design

The *State Building Code with 2005 Connecticut Supplement* (with 2009 and 2013 Amendments) references the *International Building Code* (IBC 2003).

For structural loading criteria, the *Minimum Design Loads for Buildings and Other Structures* (ASCE7-02) is referenced.

Applicable structural material design standards referenced by IBC 2003 include *Building Code Requirements for Structural Concrete* (ACI 318-02), *Specifications for Structural Concrete for Buildings* (ACI 301-02), *Building Code Requirements for Masonry Structures* (ACI 530-02), and *Specification for Structural Steel Buildings* (AISC 335-89s1).

Load Criteria

The structure has been considered as an ASCE 7-02 Occupancy Category II for the purposes of calculating snow load, wind load, and seismic load importance factors.

Gravity Loads

Roof Live Load:	30 psf
Snow Load	
Ground Snow Load:	30 psf
Flat Roof Snow Load:	21 psf
Snow Drift:	as occurring
Importance Factor:	1.0
Floor Live Load	
Slab-On-Grade:	100 psf
Storage Mezzanine:	125 psf
Stairs:	100 psf

Lateral Loads

Wind	
Design Wind Speed:	110 mph 3-second gust wind velocity
Exposure Category:	C
Wind Importance Factor:	1.0
Seismic	
Earthquake Response Accelerations	S_s=0.350g S_1=0.088g
Soil Site Class	D (per soils report)
Seismic Design Category	C
Seismic Importance Factor:	1.0

Geotechnical

The *Preliminary Geotechnical Study* has been completed by Dr. Clarence Welti, P.E., P.C. as part of the RFP.

The proposed foundation system consists of spread and strip footings designed for an improved ground allowable bearing pressure of 3,000 psf. Ground improvement method is expected to be either drilled aggregate piers or Controlled Modulus Columns. Design of the ground improvement is the responsibility of the subcontractor to be submitted for review and approval during construction.

Bottoms of footings at the exterior walls and perimeter columns will be located a minimum of 3'-6" below finish grade for frost considerations.

It is anticipated that interior non-loadbearing masonry partition walls will be supported on thickened slab-on-grade, over improved ground.

Materials

The structure will be constructed with the following materials:

Concrete Footings and Foundation walls:	3,000 psi, normal weight concrete
Interior Concrete Slabs:	3,500 psi, normal weight concrete
Exterior Exposed Concrete Slabs:	4,000 psi, air-entrained normal weight concrete
Concrete Masonry Units:	1,900 psi, lightweight units
Portland Cement Mortar:	ASTM C270, Type S
Grout:	ASTM C476, proportion specification

Reinforcing Steel:	ASTM A615, grade 60
Structural Steel Framing:	ASTM A992, 50 ksi wide flange shapes
	ASTM A36, 36 ksi channels, angles, plates
	ASTM A500, 46 ksi hollow structural tubes
Structural Steel Bolts:	ASTM A325

Structural Systems

Roof Structure

The Main Roof structure over the central portion of the building consists of a 1-1/2" deep, wide rib, 20 gauge galvanized steel roof deck supported on a combination of steel open web bar joists, and wide flange structural steel beams and girders supported by wide flange columns.

The Apparatus Bay roof consists of 1-1/2" deep, wide rib, 20 gauge galvanized steel roof deck supported on special profile curved bowstring open web bar joists.

The Large Classroom roof consists of 1-1/2" deep, wide rib, 20 gauge galvanized steel roof deck supported on special profile arched parallel chord open web bar joists.

Second Floor Structure

The Storage Mezzanine floor is a composite floor system consisting of 5" normal weight concrete (total slab thickness) reinforced with welded wire fabric reinforcement, 2" deep, 18 gauge galvanized composite steel deck supported by wide flange structural steel beams and load bearing concrete masonry walls.

First Floor

The First Floor is a 5" thick concrete slab-on-grade with steel wire fabric reinforcement, except at the Apparatus Bay. The slab is thickened below interior non-loadbearing CMU partition walls. In the Apparatus Bay, the First Floor is an 8" thick concrete slab-on-grade with conventional reinforcing steel. Ground improvement is required below the slabs-on-grade, as described above.

Foundations

The foundations are cast in place concrete walls founded on cast-in-place concrete strip footings. The steel wide flange columns are supported by cast in place concrete pedestals and spread footings. Ground improvement is required below the foundations, as described above.

Exterior Walls

The exterior walls east of the Entry Corridor to the Large Classroom are non-load bearing. Typically 6" deep cold-formed steel studs, except 8" deep studs are used at the tall Classroom walls, span from the foundation to the roof structure, bypassing the spandrel beams and cantilevering up to form the parapet walls that extend above the roof.

West of the Entry Corridor to the Apparatus Bay, 8" concrete masonry units are used for the low roof areas while 12" masonry units are used around the Apparatus Bay with 24"x24" reinforced masonry pilasters between each bay.

Lateral Force Resisting System

The lateral force resisting system is a combination of two systems, masonry shear walls and steel moment frames.

The eastern steel framed portion consists of a steel roof deck diaphragm and ordinary steel moment resisting frames. In the longitudinal (east-west) direction, there are expected to be four moment frames. In the transverse (north-south) direction, there are expected to be three frames. The frames will be configured as symmetrically as possible to minimize torsion due to eccentricity between the center of wind pressure / center of mass and the center of rigidity of the frames.

Ordinary reinforced masonry shear walls are utilized for the western portion of the building.

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STRUCTURAL NARRATIVE:

BURN BUILDING

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Burn Building Design Narrative

The burn building will be a 5,500 SF, 2-1/2 story structure used to conduct live fire training exercises, in accordance with NFPA 1403 – Standard on Live Fire Training Evolutions, utilizing Class A fuels. The structure will have fires deliberately set inside for the training of able-bodied firefighters in various skills. As a result, the structure will not have finishes or conventional M/E/P systems.

Structure:

Elevated floor and roof slabs will be 4,500 psi air entrained cast-in-place reinforced concrete slabs. It is anticipated that slabs will vary in thickness from 8" at the front and back of the building (along the long sides) to 12" at the center of the building. The bottom surface of the slabs will be flat. The top surface will be sloped (high point at center of building) to the exterior to allow positive drainage for water through scuppers at the base of exterior walls. There will be reinforcing mats in each direction at top and bottom of the slabs consisting of #5 at 12" o.c. each way, top and bottom, plus additional top steel along column lines.

Elevated floor and roof slabs will be supported by 12"x12" and 12" x 24" (two interior columns) cast-in-place reinforced concrete columns, on an approximate 14-16 foot column grid (2 bays in the short direction and 5 bays in the long direction). There will be four 8" thick reinforced concrete shear walls to resist lateral wind and seismic forces at each level (three at the third floor level). The walls will also support vertical loads.

The slab-on-grade will be a 6" thick reinforced concrete slab reinforced with a mat of welded wire fabric in the upper third portion of the slab thickness. There will be 16" wide turn-downs at the exterior perimeter of the slab-on-grade.

The foundation system will consist of cast-in-place reinforced concrete individual spread footings under each concrete column, and cast-in-place reinforced concrete continuous wall footings below the concrete walls. Both individual spread footings and continuous wall footings will be reinforced with a mat of steel in each direction at the bottom of the footings. Footings have been sized in accordance with the geotechnical report recommendations provided in the RFP.

A geotechnical engineer will need to be hired to provide a final geotechnical engineering report for the foundation systems. The RFP included a preliminary geotechnical report but a final report is required so that the geotechnical engineer can make final recommendations based on the final grading plan and finish floor elevations. Recommendations will be required for retaining walls and flood resistant foundation design requirements (per ASCE 24-05), to include an erosion and scour analysis plus requirements for fill. It is assumed that the use of structural fill, or existing fill improved by aggregate columns or controlled modulus columns, is acceptable for foundation support, as stated in the preliminary Geotechnical Report provided in the RFP. It is

further assumed, in absence of a final geotechnical report, that footings placed at frost depth will also be below the potential soil loss line caused by flooding erosion and scour. It is assumed that deep foundations and/or structured ground floor slab will not be required.

Per the RFP specifications, it is assumed that chloride and sulfate resistant concrete are not required for the burn building, even though the lower level is below the flood plain. It is also assumed that dry floodproofing is not required for the burn building.

Exterior Stairs:

The exterior stairs will be constructed of structural steel channel stringers and structural steel channel framing at landings, supported by vertical tube columns. Stair treads and landings will consist of open steel grating. Stair risers will be closed with galvanized sheet steel. All guardrails will be fabricated from steel pipe. All steel at the exterior stairs will be hot-dipped galvanized.

Interior Stairs:

The interior stairs will be cast-in-place reinforced concrete. Minimum slab thickness will be 7". Landings at main floor levels will be an extension of the elevated floor slabs. Each tread will have a galvanized steel stair nosing. All guardrails and handrails will be fabricated from hot-dipped galvanized steel pipe.

Walls:

Except for the four concrete shear walls at each level, all walls are 8" nominal reinforced masonry non-loadbearing walls, unless otherwise shown on the drawings as 12" thick CMU (along Column Line 6). All masonry walls will be constructed of lightweight CMU with an integral water repellant admixture in both the block and mortar mixes. Mortar will be Type S. Masonry walls will be reinforced with horizontal joint reinforcing at 16" o.c. vertically. Masonry walls will be reinforced with #5 @ 32" o.c. max. vertical bars, plus bars at all door and window jambs and on both sides of every expansion joint, in fully grouted cells. Vertical reinforcing will be doweled into the concrete slabs at bottoms of walls but there will be a clear expansion joint at the tops of all walls.

There will be a custom-fabricated stainless steel bracing assembly at 32" o.c. at the tops of all interior CMU walls. At exterior walls, there will be a continuous galvanized steel angle expansion anchored to the underside of the concrete slabs to brace the tops of the walls. There will be numerous, full-height expansion joints in the walls, with each exterior wall joint covered at the exterior face by a stainless steel plate. Lintels at all masonry wall openings will be reinforced refractory precast concrete, except in concrete walls where no lintels are required because the doorway goes up to the underside of the ceiling above.

Thermal Linings:

The structural elements (concrete slabs and interior columns, but not the non-structural masonry walls) will be protected from the heat and thermal shock of live fire training with thermal linings. The ceilings and interior columns will be protected with High Temperature Linings System 203, per the RFP specifications and the clarification of Addendum 2. Floors will be protected with loose-laid fire brick, with no setting bed or mortar. Unprotected CMU will need periodic maintenance, but the life cycle cost of the unprotected CMU option is significantly less than the life cycle cost of protecting all of the walls with a thermal lining product.

Doors and Window Shutters

Doors and window shutters will be painted, custom-fabricated steel plate doors hung from the exterior face of CMU walls with stainless steel hinges and latches.

Additional Miscellaneous Items:

All guardrails (at roofs and exterior steel stair) will be fabricated from hot-dipped galvanized steel pipe.

Water will drain out of the burn building through scuppers at the bases of the exterior walls. Each scupper opening will measure 8" tall x 16" long and will have a galvanized steel, hinged cover pate with custom-fabricated stainless steel hinges anchored to the face of the wall.

The temperature monitoring system will consist of a computerized recorder with two thermocouples in each burn room, both at the ceiling (one into the room and one between the thermal lining and the concrete ceiling slab). The recorder will be housed in a nearby shed structure.

There will be no mechanical systems. There will be electrical power required for the temperature monitoring system at the computerized recorder.

There will be a dry standpipe system, as shown on the drawings, for training purposes only. It will be charged by pumper trucks during training and will be drained dry at the end of each training day.

Design Narrative for Drafting Pit

The drafting pit will be a poured-in-place reinforced concrete underground storage tank (six sides) with a capacity of 40,000 gallons of water. There will be openings at the top of the tank from which water can be pumped with a hard sleeve (or pumped from a dry hydrant at the top of the tank). There will be a galvanized steel return tube at the top of the tank for returning the water into the tank during pump testing. Internal baffle walls will be detailed to help reduce turbulence of the recirculated water, to minimize the risk of air being drawn into the pumps.

The concrete will be 4,500 psi, air entrained concrete. Wall reinforcing and waterproofing will be as shown on the drawings.

Design Narrative for Restoration of Existing Training Tower

The existing training tower will receive new custom-fabricated steel shutters to match those of the new burn building. Damaged CMU walls and lintels will be replaced, the parapet will be flashed and covered with new wood blocking for rope protection, and the concrete roof deck is to be repaired with new rope anchors installed. Because building-to-building rescue drills are required, it is possible that new beams will be required to help anchor the rope anchors against the high load requirements for the tensioned lines. The beams would be galvanized steel, if placed below an existing roof slab. If the existing roof slab is replaced completely, then the new concrete roof slab would likely be designed to resist the rope loads without the need for steel beams.

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MECHANICAL, ELECTRICAL, FIRE PROTECTION SYSTEMS NARRATIVE

BVH integrated services

Mechanical and Electrical Scope Narrative
Fairfield Regional Fire School
Administration/Educational Building, Vehicle Maintenance Building, Burn Building, Rehab Shelter and Fire Training Props
Fairfield, Connecticut
May 12, 2014

1 General

This document is intended to define the scope of mechanical, and electrical systems for the proposed Fairfield Regional Fire School Administration/Educational Building (9,200 SF), Vehicle Maintenance Building (7,100 SF), Burn Building (6,300 SF), Rehab Shelter (900 SF) and Fire Training Props. Include information from the Volume 2 Design Narratives by Tecton Architects PC.

2 Plumbing

2.1 Services

A 4" domestic water service shall be extended from the street water main into the facility.

Six Inch (6") sanitary lateral shall be piped from building to street sewer mains. No sewage ejector pump is anticipated, assuming that available inverts are adequate. Garage area trench drains shall extend to site and flow thru sand/oil separator(s) as required before extending to street sewer mains.

Storm lateral shall be piped from building to street storm systems. No sump pump is anticipated, assuming that available inverts are adequate (for footing drains).

Existing 1-1/2", 60# Gas service shall be extended into the building from existing street gas main. Gas service, meter and gas regulator assembly shall be supplied and installed by Gas Company per their requirements. Individual regulators shall be installed on each boiler and hot water heater.

1000 Gallon Aboveground Propane tank shall supply the training props. Tank shall include a regulator to 10 PSI at tank outlet. Secondary regulator shall be installed at the training prop control station. Propane piping shall be supplied from tank to the training prop control to each of the individual training props.

Extend a 1" water service from the main building to the Rehab Shelter. Piping shall be set up to allow winterization of the piping. Provide exterior water fountain with bottle fill option.

Extend a 1" water service from the main building to the Train Prop Control Station Area. Piping shall be set up to allow winterization of the piping. Provide exterior water fountain with bottle fill option.

2.2 Plumbing Fixtures & Systems

Provide plumbing fixtures as indicated on the floor plans. Water closets shall be wall-hung fixtures with carriers and low water consumption hands free infrared flush valves. Lavatories shall be wall-hung or counter mounted. Provide hands-free infrared controls on lavatory faucets. Water Closets shall be 1.1 GPF. Urinals shall be 0.128 GPF. Lavatories shall be 0.5 GPM and sinks shall be 1.5 GPM.

Emergency shower/face stations shall be provided with tempered water supply in Apparatus Bay and Eyewash in the Janitor Closet.

Domestic hot water system shall include gas-fired condensing storage-type domestic water heater, thermostatic mixing valve, expansion tank, and hot water recirculating pump to distribute hot water at 110°F. The domestic hot water system will be located in the mechanical room and be piped thru building to all fixtures as required.

Hose wash down stations shall be provided in garages and other areas required for floor and vehicle washing.

Multipurpose room shall include ADA double sink, ice maker, coffee maker and dishwasher.

2.3 Water, Waste and Vent Systems

Provide domestic hot and cold water and hot water return service, sanitary waste and vent piping, to all plumbing fixtures and devices.

Provide floor drains in toilet rooms, mechanical and utility rooms as shown and as required.

Trap Primer and Trap guards shall be installed to all floor drains.

Provide trench drains in apparatus and fire truck bays.

Provide floor drains in contamination and laundry room wash down area for personal and equipment that may be contaminated. Wastes from these floor drains may be required to drain into a buried holding tank below the slab to retain any contaminated discharge water. A review with user is required to obtain more information for system design.

Water piping shall be type "L" copper tubing with 95-5 solder joints. Waste and vent piping shall be cast iron or type "M" copper (for small branch piping).

2.4 Storm Water Systems

All flat roof areas shall have roof drains piped to interior rain water leaders which drop to buried storm piping at the lowest floor level and exit the building to site storm laterals and street storm.

2.5 Compressed Air Systems

A compressed air system shall be provided with a 7.5 HP shop air compressor, with air dryer, filters, pressure regulator and 120 gallon receiver tank, located in mechanical room with distribution to outlets at each vehicle bay and maintenance room as required. Black steel Schedule 40 compressed air distribution piping with threaded steel fittings shall be extended to each outlet. Outlets shall be located as needed and drop to work benches or on walls near vehicle maintenance areas. Each outlet will have air filter with quick disconnect.

SCBA system shall be relocated from the existing facility to the new Vehicle Maintenance Building.

2.6 Training Props

The burn building shall be provided with the following services for training purposes only:

- Water Service Shutoff
- Residential Natural Gas Meter with shutoff
- Commercial gas meter with shutoff

3 Fire Protection

3.1 Fire Service

A 6" fire service shall be extended from existing street water main into the facility complete with a 6"double check backflow preventer assembly.

A 6" fire service shall be extended from existing street water main into the burn building, complete with 6" double check backflow preventor.

It is assumed that the required fire protection pressure is adequate.

3.2 Standpipes and Sprinklers

A wet-pipe sprinkler system shall be extended throughout the building with concealed type sprinkler heads used throughout all drop ceiling areas. Assume ordinary hazard design multiple areas including mechanical rooms, storage rooms and vehicle maintenance garages; light hazard in most other locations such as office and public spaces.

A dry type sprinkler system shall be installed for the Apparatus Bays and any other areas that are subject to freezing.

The fire protection design shall be reviewed and coordinated with the State Fire Marshal and the Insurance Underwriter and shall include any special requirements. System shall meet the requirements of NFPA 13 and FM Global, which is the State Insurance Underwriter.

The Burn Building shall have a dry, class III standpipe system in the stairway. The standpipe shall be fed by a 5" Stortz fire department connection post indicator valve. Hydrant shall be located close to Stortz connection to feed the Stortz connection.

4 HVAC

4.1 Heating Plant and Piping Distribution System

Two 350 MBH Sealed Combustion Condensing Boilers operating at a supply temperature of 150° F (efficiency 89-93%) are proposed to provide heat for the building. The boilers will provide hot water to heat exchanger, as well as unit heaters, cabinet unit heaters and re-heat coils.

Heat exchanger shall provide heat to rooftop air handling unit(s) with 40% glycol mix, with own pump system.

The pumping system shall be primary/secondary. The water supplied to the heat exchanger shall be 150° F and returned at 120° F. The water supplied to all other terminal units shall be 150° F.

4.2 Apparatus Room

Apparatus room shall have a heating ventilating unit with gas heat and limited ductwork distribution. Apparatus bays shall have infrared heating units

Apparatus room shall be provided with a fume exhaust system connected to the diesel vehicles. This system shall be activated by any vehicle within the apparatus room that is connected to the system. The exhaust connection shall automatically disconnect when the vehicle leaves the apparatus room. The systems shall be based by Plymovent utilizing pneumatically held couplings.

Tempered make up air will be provided through a louver or roof mounted pent house. An exhaust system will be provided to ventilate the apparatus room when the space temperature is above set point and the outside air temperature is below the inside air temperature and above 55° F. In Apparatus Room, the paddle fans will be provided to push heat from the top of the room to the floor when the space temperature is at or below set point and the air at the top of the room is above space set point.

4.3 Air Distribution Systems

AHU-1

Air handling Unit -1 will service the office, administration and classroom areas. Unit shall be 22,000 CFM with glycol hot water heating and DX cooling.

The Unit will be a variable volume unit with a supply fan section, return fan section, mixing box, filter mixing box, heating furnace section to heat air, access section and cooling section. Unit shall be double wall.

The building has been divided among the air handling units listed below.

AHU Tag	Floor	Serves	Square Footage	CFM
MUA-1	First	Apparatus Bay	4,000	9,000
AHU-1	First	Office/Administration	9,700	22,000

4.4 Temperature Controls

Complete DDC temperature controls shall be provided for all head-end and terminal equipment. Provide dynamic color graphics for each system and floor plan.

Burn Building shall its own Temperature Monitoring system. System shall be in place to monitor temperatures of all spaces of Burn Building, with alarms to allow system to monitor if spaces need to be evacuated. The temperature monitoring system shall monitor the temperature within each burn room and the interstitial space above the thermal lining panels. The monitoring system shall be located in a remote temperature controlled structure with direct observation of the training area surrounding the burn building.

4.5 Testing, Adjusting and Balancing

Air and water balancing for all air handlers, exhaust fans, distribution ductwork, and terminal units shall be provided.

5 Electrical

5.1 Electrical Service and Power Distribution System

Provide a new 800A, 120/208 service entrance switch and C/T cabinet in the main electrical room. Provide new secondary feeders from the utility company pad-mounted transformer to this new switch.

The main electrical room shall include a new 800A, 120/208 volt distribution switchboard and separate electrical closets will contain both normal and emergency 208/120V branch circuit panelboards. This switchboard will also feed an automatic transfer switch.

Wiring, in general, shall be metal conduits, concealed in walls or above ceiling in finished spaces, and exposed in unfinished spaces. Conductors shall be copper, THHN/THWN. Type MC cable will be permitted after the first junction box located within 6 feet of the first device.

Receptacles shall be provided as noted in Volume 2 of the Design Program.

5.2 Emergency Power System

No generator will be provided as part of this project. The Owner will provide a temporary generator as necessary. Provide an 800 Amp Disconnect Switch wired to the emergency side of the manual transfer switch.

Life safety lighting shall be provided by batteries located within light fixtures and batteries within the Fire Alarm System.

5.3 Lighting

5.3.1 General Illumination

General lighting will be LED or fluorescent, 120V using recessed indirect and recessed light fixtures. Fluorescent lamps shall be supersaver T8 type with electronic ballasts. Electronic ballast shall have 10% THD maximum. Fluorescent and LED down lights will be provided as appropriate at lobbies, etc. Undercounter fluorescent strip lights shall be provided at work surfaces below casework. Illumination levels will be per IES recommendations where applicable, or industry standards.

All lighting shall be controlled with Occupancy Sensors with local off switches.

5.3.2 Specialty

The main lobby areas shall have decorative specialty fixtures, cove lighting and downlights.

Casework lighting for 3 Lobby/Corridor Display Cabinets

Also provide dimmable lighting in training and conference areas.

5.3.3 Emergency and Exit Lighting

Provide Bodine battery ballasts in selected light fixtures to provide code required egress lighting.

Provide LED exit signs with integral batteries at all exits and as required identifying the path of egress from the building.

5.3.4 Exterior Lighting

Provide new LED light fixtures for parking areas, and at each of the exterior door openings. The light fixtures shall be controlled through a contactor system with BMS time clock and photocell control.

Provide facade lighting at the front of the building.

5.4 Fire Alarm System

Provide a new addressable fire alarm system. The fire alarm system shall include but not be limited to, the following:

- Fire alarm control panel
- Expandable
- Magnetic door hold-open devices
- Fire alarm pull stations
- ADA compliant audio/visual and visual devices
- Remote annunciator(s)
- Fire alarm duct smoke detectors for mechanical equipment shut-downs

5.5 Security Systems

Provide all power, raceway equipment and controls as required for the security system, including access control, CCTV, intrusion alarms and other devices. Provide appropriate interface with the building fire alarm system to meet safe egress requirements.

5.6 CATV Systems

Provide cable television jacks in conference rooms, offices, training rooms and multipurpose room. Provide backbox and conduit up to location above the ceiling. All cabling and CATV equipment is to be provided by the Owner.

5.7 Technology

Provide data jacks in conference rooms, offices, training room, multipurpose room, equipment rooms, apparatus bay. Provide backbox and conduit to location above ceiling. All cabling and technology equipment is to be provided by the Owner.

Estimated drop count:

- 2 Data/1 Telephone – 50 Locations
- Wall mounted telephone – 10 Locations
- CATV – 10 Locations
- Wireless Access Point, assumes POE – 7 Locations

Data Electronics – by Owner

Computer and Software – by Owner

Voice System – by Owner

Paging/Intercom System – a 4-zone system with a central amplifier and recessed speakers in the ceiling will be provided. Speakers to have local built-in volume control. Include one speaker for every 600 SF. Speaker system voltage shall be 70.7V rms. New paging system shall be interfaced with local telephone system. Include four exterior bullhorn style speakers.

5.8 Training Props

The burn building shall be provided with the following services for training purposes only:

- Residential electric service with meter box and meter on the outside of the burn building and wiring going up to residential aerial weatherhead.
- Commercial electric service with Main Circuit Breaker in Disconnect Switch.
- Utility Poles with primary electrical wiring between the burn building and the existing training tower, which shall simulate the electrical service to the burn building. Primary electrical wires shall utilize a series of pulleys to allow a live wire down simulation.

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SITE DEVELOPMENT NARRATIVE

FUSS & O'NEILL

Civil Site Narrative (June 2014)

Expansion of the Fairfield Regional Fire School
Joseph S. Elias Training Center
205 Richard White Way, Fairfield, CT

The Fairfield Regional Fire School intends to reconstruct the site and enhance the training facilities at Joseph S. Elias Training Center located at 205 Richard White Way, Fairfield, CT. The School wants to demolish the existing building and construct an approximately 17,200 sf administration building with a vehicle maintenance bay and a rehab shelter. The site enhancements also include the construction of an approximately 6,300 sf burn building for training, upgrades to the existing training tower, construction of a new 40,000 gallon drafting test pit, and the construction of new training props including: a propane car fire prop, a propane pressure vessel prop, a propane stove prop, a propane split flange prop, a foam training/ extinguisher pad, a vehicle extrication pad and a CDL/ Driver training course.

The average grade throughout the site will be raised to bring the finish floor of the new administration building to elevation 14'. This elevation is 1' above the FEMA 100 year flood elevation of 13'.

A space will be reserved on site for a 10,000 sf Future Storage Building.

Storm Drainage Systems

The proposed Fire School redevelopment will slightly increase the imperviousness of the site to accommodate the enhanced training facilities. To compensate for the increase of impervious cover, a new stormwater management system will be constructed to reduce the volume and peak discharge rate of runoff leaving the developed site.

The existing storm structures will be removed, and runoff from the majority of the site will be collected in a new drainage system. The existing outfall for the site will be utilized for the new system so there will not be any new discharge points to the surrounding wetlands. Runoff from the site driveways, parking areas, prop areas and roofs will be collected and channeled through a stormwater treatment unit, and treated water will enter an 80 unit StormTech infiltration system. The infiltration system will be equipped with a manhole outlet control structure that will discharge stormwater to the existing outfall at the southeastern end of the site. Stormwater runoff patterns remain largely the same as the existing site.

The water quality of runoff from the stabilized, developed site will be improved using widely accepted Best Management Practices (BMPs) that are in compliance with the CTDEEP 2004 Connecticut Stormwater Quality Manual. Runoff from new site pavement will collect in catch basins equipped with 4' sumps designed to capture deposits in the stormwater, and the pipe network will pass through a hydrodynamic swirl separator, Stormwater Treatment Unit. The StormTech infiltration system is sized to collect and store the volume of the 1" water quality rain event on-site. These BMPs are capable of removing a minimum of 80% of Total Suspended Solids that may be present in runoff from the proposed development of the site.

The stormwater management features proposed for this project will attenuate runoff to reduce peak flow rates leaving the site. The stormwater management design meets the requirements and recommendations of the Town of Fairfield, the Connecticut Stormwater Quality Manual, and the Connecticut and Federal stormwater regulations.

Parking and Pavement

This redevelopment proposes 129 on-site parking spaces. This includes 10 staff parking spaces and 7 handicap spaces located along the front of the new administration building. 2 Handicap van parking spaces are included with the 7 handicap stalls. Handicap parking spaces will be clearly indicated with ADA signage. The remaining 112 parking spaces placed throughout the site will be for trainees. A hatched parking stall will be reserved for ambulance parking during training exercises; this stall is additional to the 129 count and will have appropriate signage.

Typical perpendicular parking stalls are 9' wide by 18' deep, with 24' wide drives and curbing radii designed to accommodate fire truck access. Pavement will be heavy duty bituminous asphalt with concrete curbing. The training props, the pads for dumpsters, the pads for the transformer, and the pads for the propane tank and gas meter will be concrete. The new burn building will be constructed with concrete pavement extending 40' from the perimeter of the building. Also, new walks surrounding the administration building will be concrete.

Wastewater, Water, and Other Utilities

A new 6" sanitary sewer will service the administration building. A 2,000 gallon underground oil/water separator unit will be installed to collect and treat floor drains from the vehicle maintenance bay. The sanitary sewer from the building and oil/water separator will connect to an existing sanitary manhole in Richard White Way.

The site will be served by the public water supply in Richard White Way. New connections will be made to the water main for both domestic water and fire protection. Fire Hydrants are placed throughout the site to accommodate the site's buildings and training prop demands.

Electrical service will be provided from a new utility pole to be constructed along Richard White Way. A primary electrical conduit will run from this new pole and connect to a new on-site transformer. Secondary electrical conduits from the transformer will service the new administration building and a training prop control console. A space will also be reserved on-site for a future generator.

Gas service to the building will be supplied through the existing tap from the gas main in Richard White Way. A new 1,000 gallon propane tank will be installed to service the training props control console.

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HIGH PERFORMANCE CHECKLIST

MANDATORY BUILDING PROJECT REQUIREMENTS

BUILDING COMMISSIONING

Building commissioning will be an integral part of the building project, and will be performed by an independent third-party commissioning agent, certified by the Building Commissioning Association or the Association of Energy Engineers, and shall either be a Professional Engineer or have an S-1 license.

It is our understanding that the commissioning agent will be hired directly by the state, or may be an employee of the state.

This individual shall be included in the beginning stages of the building process through a post-occupancy evaluation and shall report all findings and recommendations to the State. The commissioning agent will also provide coordination and oversight of the training of facility management and maintenance personnel on proper equipment operation as well as verification of proper development of systems manuals shall be overseen by the commissioning agent in cooperation with the project manager-facilitator and with the building owner, designer, contractor, and subcontractors who installed the systems.

It is our further understanding that the commissioning process, at minimum, shall include the following energy-related systems:

(1) Heating, ventilating, air conditioning, and refrigeration systems and associated controls.

(2) Lighting and day-lighting controls.

(3) Domestic hot water systems, and

(4) Renewable energy systems.

(5) Water using systems.

(6) Building envelope systems.

INTEGRATED DESIGN PROCESS

BASE MINIMUM ENERGY PERFORMANCE

ENERGY STAR EQUIPMENT AND APPLIANCE

The following equipment which will be included in the Design-Build construction contract shall be Energy Star rated:

1. Residential Style appliances, including dishwashers and refrigerators.
2. Ice Makers
3. Exit signs and other lighting fixtures.
4. Compact fluorescent lamps.

Energy Star rated Turn-out Gear Washers and Extractors are limited to certain size machines and manufacturers. If the desired size is not available in Energy Star rating, equipment will be selected to be compatible with Energy Star ratings to the greatest extent possible.

We anticipate the following equipment will not be included in the project scope, and will be provided by the user: Computers, Monitors, Printers, Scanners, Copy machines, Water coolers, Refrigerators, Ceiling fans, Washing machines, and Vending machines.

INDOOR AIR QUALITY MANAGEMENT PROGRAM DURING CONSTRUCTION

Periodic inspections of materials stored on-site to ensure that all installed or stored absorptive materials are protected from moisture and mold damage. If resting on the ground, spacers shall be provided to allow air to circulate between the ground and the materials. All water-damaged materials shall be removed from the site and disposed of properly.

Surface grades, drainage systems, and heating, ventilating and air conditioning condensate drainage systems shall be designed so as to prevent accumulation of water under, in, or near the building. Irrigation systems shall be designed so as to prevent spraying of the building.

Ductwork shall be sealed from outside elements during transport and storage, and interior surfaces shall be wiped down immediately prior to installation. During installation, open ends of ductwork shall be temporarily sealed and ductwork shall be protected with surface wrapping. No installed ductwork shall contain internal porous insulation materials or lining.

Heating, ventilation, and air conditioning (HVAC) equipment shall be covered and protected from moisture during transportation and on-site storage. For permanently installed air handlers used during construction, use filtration media in air handlers with a Minimum Efficiency Reporting Value (MERV) of ten, except for unit ventilator systems which shall have a minimum MERV of seven. All filtration media shall be replaced immediately prior to building occupancy with media having a MERV rating of equal or greater value to existing media.

Materials that off-gas toxic or potentially toxic fumes shall be pre-conditioned for at least seventy-two hours prior to installation within the building. Such materials shall also be installed prior to the installation of porous building materials to reduce absorption and adsorption of those toxins by the porous materials. Prior to installation of porous materials and materials vulnerable to mold, the building enclosure shall be watertight.

POTABLE WATER USE REDUCTION

Use low-flow fixtures to consume twenty percent less water in aggregate as compared to base levels calculated by meeting the Federal Energy Policy Act of 1992 fixture performance requirements. Calculations shall be based on estimates of occupant usage and shall include the following building fixtures only: showers, urinals, toilets, bathroom sink faucets, and kitchen sink faucets.

Water closets shall be wall-hung fixtures with carriers and low water consumption hands free infrared flush valves. Lavatories shall be wall-hung or counter mounted. Provide hands-free infrared controls on lavatory faucets. Water Closets shall be 1.1 GPF. Urinals shall be 0.128 GPF. Lavatories shall be 0.5 GPM and sinks shall be 1.5 GPM.

COLLECTION AND STORAGE OF RECYCLING

The building or building site shall contain convenient areas to serve as collection points for recyclable materials and shall include an area for the sorting and storage of such materials for pick-up by recyclers.

The building floor plan includes recycling points inside the building, including at the Multipurpose room, and in the circulation area in the vicinity of the classrooms.

EROSION AND SEDIMENTATION CONTROL

All construction shall include a plan for erosion and sediment control, as required by sections 22a-325 through 22a-329 of the Connecticut General Statutes.

Site erosion and sediment control devices will be utilized for site development and site stabilization in order to protect against the unmitigated migration of sediments, erosive activity during construction, and to protect the integrity of down gradient properties and wetland systems during the development of the Project.

All erosion and sediment control measures will be constructed in accordance with standards and specifications of the "Connecticut Guidelines for Soil Erosion and Sediment Control", 2002 or latest edition, and the Town of Fairfield Regulations. Erosion controls are to comply with the plans and project specifications. All erosion control measures are to be maintained and upgraded by the contractor as required to achieve proper sediment control during construction.

NO SMOKING

No smoking shall be permitted in any building or portion of a building owned and operated or leased and operated by the state or any political subdivision thereof as mandated by section 19a-342 of the Connecticut General Statutes. All exterior designated smoking areas shall be located at least twenty-five feet away from outdoor air intakes, operable windows, and building entrances.

Post-occupancy smoking limitations will be subject to the control of the User Agency.

In accordance with Consigli policy, no smoking will be allowed on the jobsite during construction.

INTEGRATED PEST MANAGEMENT PLAN (IPM)

A plan for integrated pest management as defined in section 22a-47 of the Connecticut General Statutes, shall be established as required under section 22a-66l for general pest control in state buildings.

The building design will incorporate strategies and specify products that are not attractive to pests such as termites, ants, and other pests, and will not provide a path to the interior. The design will avoid the use of wood products in vicinity of grade at the building exterior. All joints in the construction will be caulked or sealed. Wherever joints are necessary, such as weeps, rainscreen venting, or similar conditions, materials shall be specified. The building will be designed in a way or include features to deter roosting and nesting of birds.

CHLOROFLUOROCARBON (CFC)-BASED REFRIGERANTS

Chlorofluorocarbon (CFC)-based refrigerants shall not be utilized for energy systems in new construction.

MINIMUM VENTILATION REQUIREMENT

Buildings shall be designed to meet the minimum ventilation requirements of the current ASHRAE Standard 62.1 using the Ventilation Rate Procedure for mechanical systems. If the current Connecticut State Building Code contains more stringent requirements, it shall be used to meet minimum ventilation requirements.

The system shall meet the minimum ventilation requirements of ASHRAE 62.1. Demand control ventilation shall be provided for the office area RTU, which shall monitor the CO2 levels within the space and modulate the outside air.

BUILDING STANDARD OPTIONAL STRATEGIES- STATE FACILITIES – MINIMUM 26 POINTS REQUIRED

YES	NO	DESCRIPTION
ENERGY EFFICIENCY AND RENEWABLE ENERGY: (Minimum 1 point required)		
✓		16a-38k-4(a)(1): Same as in Section 16a-38k-3(c) except that the percentage improvement over base is increased by 3 1/2 percent.
✓		16a-38k-4(a)(2): Same as in Section 16a-38k-3(c) except that the percentage improvement over base is increased by 7 percent.
✓		16a-38k-4(a)(3): Same as in Section 16a-38k-3(c) except that the percentage improvement over base is increased by 10 1/2 percent.
	✓	16a-38k-4(a)(4): Same as in Section 16a-38k-3(c) except that the percentage improvement over base is increased by 14 percent.
	✓	16a-38k-4(a)(5): Same as in Section 16a-38k-3(c) except that the percentage improvement over base is increased by 17 1/2 percent.
	✓	16a-38k-4(a)(6): Same as in Section 16a-38k-3(c) except that the percentage improvement over base is increased by 21 percent.
	✓	16a-38k-4 (a)(7): The installation of on-site renewable energy shall provide at least 3% of the building energy needs.
	✓	16a-38k-4(a)(8): Same as in subsection (a)(7) except at least 7% of the building energy needs are met through on-site renewable energy.
	✓	16a-38k-4(a)(9): Same as in subsection (a)(7) except at least 10% of the building energy needs are met through on-site renewable energy.
✓ *Possible*		16a-38k-4(a)(10): The facility shall have a two-year contract to purchase at least 35% of the building's annual electricity consumption from a Class I renewable energy source.
	✓	16a-38k-4(a)(11): Develop a measurement and verification plan for energy usage, to cover a period of at least one year after occupancy.
[illegible]	TOTAL POINTS PROJECTED – ENERGY EFFICIENCY AND RENEWABLE ENERGY	
INDOOR ENVIRONMENT (Minimum 2 points required)		
✓		16a-38k-4(b)(1): Install permanent indoor air monitoring systems to provide performance feedback on ventilation systems. Such monitoring systems, at minimum, shall include devices to measure temperature, relative humidity, carbon dioxide, and dew point. Carbon dioxide measurement sensors shall measure both interior and exterior levels of CO2.
	✓	16a-38k-4 (b)(2): Provide increased outdoor ventilation by designing mechanical ventilation systems to exceed the minimum rates required by the current Connecticut State Building Code or the most recent version of the ASHRAE Standard 62.1 , whichever is more stringent, by thirty percent.

	✓	16a-38k-4 (b)(3): After construction ends and with all interior finishes installed but prior to building occupancy, flush the building continuously for at least ten days with outside air while maintaining an internal temperature between 60°F and 78°F and relative humidity no higher than 60%, or follow alternative compliance path of flushing out spaces individually.
✓		16a-38k-4 (b)(4): Adhesives and sealants used in the interior of the building shall be certified for low emissions of volatile organic compounds (VOCs)
✓		16a-38k-4 (b)(5): Paints and coatings used in the interior of the building shall be certified for low emissions of volatile organic compounds (VOCs)
✓		16a-38k-4(b)(6): All carpet, carpet adhesive products and carpet cushion installed in the building interior shall meet current testing and product requirements of the Carpet and Rug Institute's Green Label Plus program.
✓		16a-38k-4(b)(7): All composite wood and agrifiber products used within the shell of the building shall be documented to be free of added Urea-formaldehyde per the alternative compliance option.
✓		16a-38k-4(b)(8): The building design shall control entry of pollutants and excess moisture into buildings and later cross-contamination of regularly occupied areas at all entries directly connecting to the outdoors through the use of permanent entryway systems to capture, dirt, particulates, and moisture. Such entryway systems shall be a minimum of six feet long and may be permanently installed grates, grills, or slotted systems that allow for cleaning underneath. Outside air intakes shall be located a minimum of twenty-five feet from any hazard or noxious contaminants such as vents, chimneys, plumbing vents, exhaust fans, cooling towers, street alleys, parking lots, loading docks, dumpster areas, or any area where vehicle idling occurs. If locating an air intake within twenty-five feet of a contaminant source is unavoidable, the intake must be located a minimum of ten feet horizontal distance and two feet lower than the contaminant source.
✓		16a-38k-4(b)(9): Allow for individual lighting control for 90% or more of the building occupants to allow for adjustments to suit individual tasks and preferences and provide lighting system controllability for all shared multi-occupant spaces to enable lighting adjustment that meets group needs and preferences
	✓	16a-38k-4(b)(10): Using conditions for thermal comfort described in the current version of the ASHRAE Standard 55, allow for individual thermal comfort control for fifty percent or more of the building occupants to allow for adjustments to suit individual tasks and preferences and provide thermal system comfort controllability for all shared multi-occupant spaces to enable adjustment that meets group needs and preferences.
✓ Possible		16a-38k-4(b)(11): Building facility personnel, under direction of the building owner, shall administer an anonymous survey for building occupants within the first twelve months after initial occupancy to assess occupant satisfaction and implement corrective actions for recurrent issues.
	✓	Section 16a-38k-4(b)(12): Demonstrate through computer software simulations or through recording of indoor light measurements that a minimum illumination level of twenty-five foot-candles has been achieved from daylight in at least 75% of all regularly occupied areas.
✓		16a-38k-4(b)(13): There shall be a direct line of sight to the outdoor environment via window glazing between 2 1/2 and 7 1/2 feet above the finished floor for 70% of all regularly occupied areas.
✓		16a-38k-4(b)(14): Where chemical use occurs, including housekeeping areas, chemical storage and mixing areas, and copy/print rooms, use dedicated exhaust to ventilate the space at a minimum of 0.5 cubic feet per minute per square foot with adequate make-up air.
9-10	TOTAL POINTS PROJECTED - INDOOR ENVIRONMENT	

WATER EFFICIENCY (Minimum 1 point required)		
✓		16a-38k-4(c)(1): Same as in Section 16a-38k-3(g), except that the conserving strategies use 30% less water in aggregate.
	✓	16a-38k-4(c)(2): Reduce by 50 percent the amount of water required for landscaping from a mid-summer baseline usage case. Strategy applies only to renovation projects.
✓		16a-38k-4(c)(3): Use landscaping that does not require a permanent irrigation system or uses non-potable water for irrigation. Any system installed for irrigation using potable water shall only be utilized for plant establishment and be removed prior to one year of building occupancy.
	✓	16a-38k-4(c)(4): Reduce potable water use by half through water conserving fixtures and/or use of non-potable water using methodologies stated in the Connecticut Building Standard Guidelines Compliance Manual for High Performance Buildings. This strategy only applies to renovation projects.
2		TOTAL POINTS PROJECTED – WATER EFFICIENCY

RECYCLING, REUSE, AND SUSTAINABILITY (Minimum 2 points required)		
	✓	16a-38k-4 (d)(1): Retain at least 75 percent, by surface area, of an existing building structure. Not applicable.
	✓	16a-38k-4 (d)(2): Same as subsection (d)(1) above, except that a total of 95 percent of the building structure is retained. Not applicable.
	✓	16a-38k-4 (d)(3): Use existing non-structural elements such as interior walls, doors, floor coverings and ceiling systems in at least half (by square footage) of the completed building. Not applicable.
✓		16a-38k-4 (d)(4): Recycle or salvage at least half of non-hazardous construction and demolition debris
✓		16a-38k-4 (d)(5): Same as subsection (d)(4) above, except that a total of 75 percent of non-hazardous construction and demolition debris is recycled or salvaged.
	✓	16a-38k-4 (d)(6): Use 5 percent of refurbished, salvaged, or reused materials, based on cost of the total value of materials on the project.
	✓	16a-38k-4 (d)(7): Same as subsection (d)(6) above, except that a total of 10 percent of refurbished, salvaged, or reused materials, based on cost of the total value of materials on the project shall be used.
✓		16a-38k-4 (d)(8): Use materials where the weighted average of recycled materials content is 10 percent, based on cost, of the total value of the materials in the project.
✓		16a-38k-4 (d)(9): Same as subsection (d)(8) above, except that the weighted average of recycled materials must constitute at least 20 percent, based on cost, of the total value of the materials in the project.
✓ Possible		16a-38k-4(d)(10): Use a minimum of 10 percent of building materials extracted or manufactured within a five-hundred mile radius of the building site.
	✓	16a-38k-4(d)(11): Same as (d)(10) above, except that a minimum of 20 percent of building materials extracted or manufactured within a five-hundred mile radius of the building site shall be used.
	✓	16a-38k-4(d)(12): Use building materials and products that are made from plants harvested in a ten-year or shorter cycle. Two and one-half percent of the total value of building materials and products, based on costs, must be used in the project.
✓		16a-38k-4(d)(13): At least half of permanently installed wood and wood-based products shall be certified in accordance with the current Forest Stewardship Council (FSC) principles and criteria. We usually see the interior wood doors, manufactured casework items, and possibly roof sheathing (if OSB is required for hail for warranty based on location) satisfies this.
5-6		TOTAL POINTS PROJECTED – RECYCLING, REUSE, AND SUSTAINABILITY

SITE SELECTION AND DEVELOPMENT (Minimum 2 points required)		
✓ Possible		16a-38k-4(e)(1): Construct or renovate the building on a previously developed site and within one-half mile of a residential zone/neighborhood with an average density of ten units per acre net and within one half mile of a minimum of ten basic services as described in the State Facilities Building Standard Guidelines Compliance Manual for High Performance Buildings (this document) and with pedestrian access between the building and the services.
	✓	16a-38k-4(e)(2): Develop on a site that is defined as a brownfield by a local, state, or federal government agency: The CTDEEP List of Contaminated or Potentially Contaminated Sites lists the One Rod Highway address as a Site but it is for the municipal landfill, not the Fire School site.
✓ Possible		16a-38k-4(e)(3): Select a site that has access to public transportation. Public transportation is considered accessible if the site is located within one-third of a mile to an existing commuter rail station or located within one quarter mile of a public commuter bus line.
✓ Possible		16a-38k-4(e)(4): Encourage bicycle transportation by providing secure bicycle racks or storage within five-hundred feet of a building entrance for a minimum of 5 percent of building users at peak times and shower and changing facilities must be provided in the building or within five-hundred feet of the building. *Bike racks are not shown on the site plan or requested in the RFP however, this can be achieved with minimal cost and effort.*
✓ Possible		16a-38k-4(e)(5): Encourage the use of low-emitting and fuel efficient vehicles by providing preferred parking for low-emitting and fuel efficient vehicles for 5 percent of the total parking capacity at the site. *Fuel efficient vehicle parking is not shown on the site plan or requested in the RFP however, this can be achieved with signage reserving parking stalls along the front of the administration building. These parking stalls would be counted in the 112 trainee stalls requested.*
✓ Possible		16a-38k-4(e)(6): Reduce pollution from single occupancy vehicle use by sizing parking capacity to meet, but not exceed minimum local zoning requirements; provide designated preferred parking for carpools or vanpools for 5 percent of the total provided parking spaces; and provide infrastructure and support programs to facilitate shared vehicle usage such as ride sharing bulletin boards and shuttle services to mass transit. *Carpool/vanpool spaces are not shown on the site plan or requested in the RFP however, this can be achieved with signage reserving parking stalls along the front of the administration building. These parking stalls would be counted in the 112 trainee stalls requested.*
	✓	16a-38k-4(e)(7): Protect existing natural areas or restore damaged areas to promote biodiversity. Any site disturbances shall be limited to no more than forty feet beyond the building perimeter; ten feet beyond surface walkways, patios, surface parking and utilities less than twelve inches in diameter; fifteen feet beyond primary roadway curbs and main utility branch trenches; and twenty-five feet beyond constructed areas with permeable surfaces, such as playing fields, that require additional staging areas in order to limit compaction in the constructed area. For previously developed or graded sites, restore or protect to a minimum of 50 percent of the site area, excluding the building footprint, to plant species indigenous to the locality or to cultivars of native plants adapted to the local climate conditions and not considered invasive species or noxious weeds. Except for playing fields and picnic areas, minimize lawn areas to less than 10 percent of the building site landscape.
	✓	16a-38k-4(e)(8): Maximize open space at the site. Provide vegetated open space within the project boundary to exceed the local zoning's open space requirement by 25 percent; where there is no local zoning requirement, provide vegetated open space adjacent to the building that, at minimum, is equal to the building footprint.
✓ Possible		16a-38k-4(e)(9): Design the site to minimize storm water runoff. Implement a storm water management plan that results in a 25 percent reduction in peak run-off rate for a two year, twenty-four hour storm design from pre-construction to developed conditions; and implement a storm water management plan that results in a 25 percent decrease in run-off volume of storm water runoff from the one hundred-year, twenty-four hour storm design from existing to developed conditions.

✓		16a-38k-4(e)(10): Design the site to minimize pollutants in storm water runoff by implementing a storm water management plan that reduces impervious cover, promotes infiltration, redirects water to pervious areas or storage reservoirs that treats storm water runoff from 90 percent of the average annual rainfall.
	✓	16a-38k-4(e)(11): Reduce heat island effect at the site by utilizing any combination of the use of native shade species, paving materials with a solar reflectance index of at least twenty-nine, and/or an open grid pavement system for 50 percent or more of the site parking, sidewalk and road areas; or place at least 50 percent of parking spaces under a covering, such as the a deck, a roof, underground or the building itself. Any roof used to cover parking spaces must have a solar reflectance index of at least twenty-nine.
✓		Section 16a-38k-4(e)(12): Reduce heat island effect through roofing selection by using a roofing material that has a Solar Reflectance Index equal to or greater than 78 for low-sloped roof areas, or 29 for high slope roof areas.
✓		Section 16a-38k-4(e)(13): Reduce light pollution from the site. Automatic controls to turn off lights during non-business hours shall be installed on all non-emergency interior lighting. . Exterior lighting shall be provided only in areas where lighting is required for safety and comfort. Light fixtures shall not be installed where the main purpose is to light building facades or landscape features. Exterior building-mounted lighting fixtures that are only needed during building operation shall be controlled by a time-clock with an easily accessible manual control. Lighting of flags, signs, and monuments shall be limited to fifty watts per fixture and shall incorporate shielding devices to minimize light pollution. No more than two fixtures may be used for each flag, sign or monument.
	✓	16a-38k-4(e)(14): Building orientation shall be such that the east/west glazing exposure is minimized. South windows shall have an external overhang to entirely shade adjacent windows during the summer solstice or shall utilize glazing with a solar heat gain coefficient of less than or equal to 0.4. Shading mechanisms or glazing with a solar heat gain coefficient less than or equal to 0.4 shall be installed at eastern and western exposure windows to minimize solar heat gain early and late in the day respectively. *Building orientation has little flexibility. Design does not feature solar shading for all windows. Assumed as no.*
	✓	16a-38-4(e)(15) Buildings, roads, parking areas, sidewalks, or other impervious surfaces shall not be built in any area that is inconsistent with the state plan of conservation and development. *We will be filling a portion of wetlands on-site.*
3-9	TOTAL POINTS PROJECTED – SITE DEVELOPMENT	

OPERATIONS AND PROCEDURES/INNOVATION (No minimum point requirement)		
✓		16a-38k-4(f)(1): Do not install fire suppression systems that contain chlorofluorocarbons (CFCs), hydrochlorofluorocarbon (HCFCs), or halons. Select refrigerants and heating, ventilating, air conditioning, and refrigeration (HVAC&R) systems that minimize or eliminate compounds contributing to ozone layer depletion and global warming. If refrigerants are used, the mechanical room shall have leak detection equipment installed.
	✓	16a-38k-4 (f)(2): Utilize innovative high performance features or technologies that greatly exceed any existing mandatory requirement as specified in Section 16a-38k-3 or optional measure within Section 16a-38k-4.
	✓	Section 16a-38k-4 (f)(3): In settings where a central plant provides energy to multiple buildings or in cases where multiple buildings are fed from the same fuel source, new construction or renovation shall include metering and other such equipment necessary to evaluate energy and water consumption.
1-4	TOTAL POINTS PROJECTED – OPERATIONSN AND PROCEDURES / INNOVATION	

23-32		TOTAL POINTS PROJECTED – PROJECT

3. D-B TEAM ORGANIZATIONAL CHART

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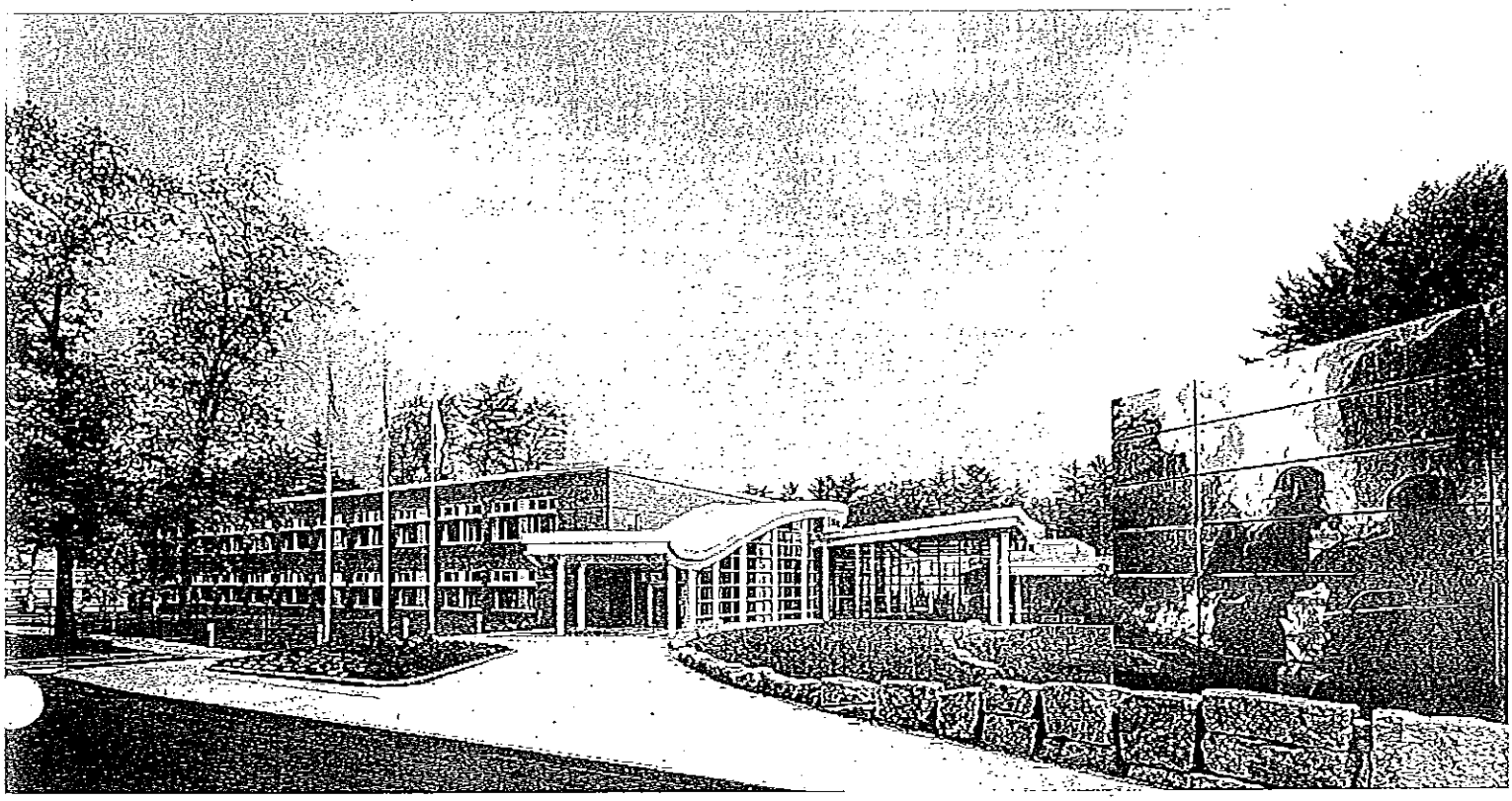


On the following pages please find a copy of our team organizational chart, delineating the relationship between teams, as well as the point person for each project phase.

Following the organizational chart is the following:

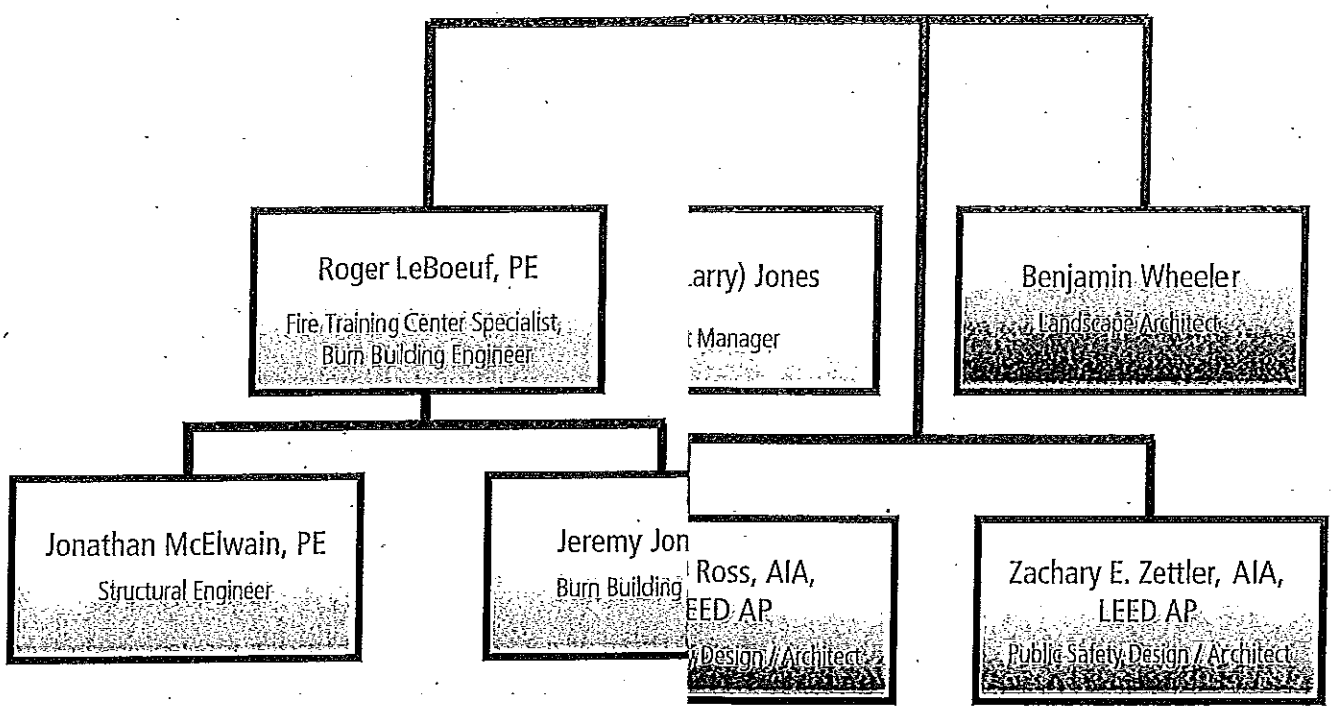
- **1.0 - List of Team Members:** Complete list of all firms involved in our proposed D-B team
- **2.0 - Individual Team Member Resumes:** Resumes for key Consigli team members and support staff as well as the required CT-330 resumes of each design-build team member.

3. D-B TEAM ORGANIZATIONAL

GLI

Renovation of Fairfield
gional Fire School

- **Consigli Construction Co., Inc.**
  Construction Manager
- **Dore & Whittier Architects, Inc.**
  Project Architect
- **Elliot LeBoeuf & McElwain**
  Burn Building Specialist & Structural Engineer
- **Fuss & O'Neill, Inc.**
  Site/Civil Engineering
- **BVH Integarated Services, Inc.**
  M/E/P/FP Engineering & Commissioning
- **CR architecture & design**
  Public Safety
- **Design Professionals, Inc.**
  Landscape Architecture
- Point Person for Pre-construction and Construction Phases



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1.0 LIST OF TEAM MEMBERS

Architect – Engineer Qualifications	1. Advertisement Date:	2. Contract Number:
	June 19, 2013	BI-FP-14-DB

Part I: Contract Specific Qualifications Instructions

Section A: Contract Information

3 Title and Location *(City and State)*:
Renovation of Fairfield Regional Fire School

Section B: Architect-Engineer Point of Contact

4. Name and Title:	5. Name of Firm:	
Michael Walker, LEED AP, Area Manager	Consigli Construction Co., Inc.	
6. Phone Number:	7. Fax Number:	8. Email Address:
860-338-9107	508-244-4463	mwalker@consigli.com

Section C: Proposed Team

9 (a). Check				9. Firm Name	10. Firm Address	11. Role in this Contract
PF	JV	SC	B/O			
☒	☐	☐	☐	Consigli Construction Co., Inc.	100 Allyn Street, Hartford, CT 06103	Construction Management
☐	☐	☒	☐	Dore & Whittier Architects, Inc.	260 Merrimac Street, Building 7, Newburyport, MA 01950	Architect/Lead Design
☐	☐	☒	☐	Elliott, LeBoeuf & McElwain	8001 Forbes Place, Suite 201, Springfield, VA 22151	Structural Engineering & Class A Burn Facility Design
☐	☐	☒	☐	Fuss & O'Neill, Inc.	146 Hartford Road, Manchester, CT 06040	Site/Civil Engineering
☐	☐	☒	☐	BVH Integrated Services, Inc.	50 Griffin Road South, Bloomfield, CT 06002	M/E/P Engineering
☐	☐	☒	☐	CR architecture + design	600 Vine Street, Suite 2210, Cincinnati, OH 45202	Public Safety
☐	☐	☒	☐	Design Professionals, Inc.	425 Sullivan Avenue, South Windsor, CT 06074	Landscape Architecture

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2.0 INDIVIDUAL TEAM MEMBER RESUMES

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TEAM RESOURCES

Mike Walker, Area Manager

As Area Manager for Consigli's Connecticut office, Mike brings more than 30 years of industry experience to our projects. He oversees all Consigli pursuits and projects occurring within the state and acts as a resource for our in-house teams including estimating and pre-construction. A 15-year veteran of the company, Mike also works with our leadership team to continually advance our management procedures, including quality, communications, scheduling, productivity and safety, with the goal to provide best-in-class services to our clients.

Adam Duczynski, LEED AP, Estimator

As Estimator, Adam will take a lead role in developing the estimating deliverables required for this project. He will collaborate with the architects to understand the design intent and the full scope of work to produce detailed and accurate estimates. Adam will also work with our field team to perform document reviews and incorporate the costs associated with logistics, scheduling and constructability into our estimates. He will also perform cost/benefit studies and provide value management services to deliver the maximum value for the established budget.

Alicia Cox, BIM Manager

Our BIM Manager, Alicia is proficient in Revit Architecture, Revit M/E/P, Navisworks, Autocad and Quantity Takeoff to provide a full range of BIM services to our clients. During both pre-construction and construction, Alicia will support the project team in responding to the BIM requirements established by the client and design team.

Chris Brindamour, LEED AP, Scheduler

Chris will work with our team to devise the most efficient approach to build this project. Chris will identify and address potential obstacles that could impact the schedule. He will be a key member of the team throughout construction, providing monthly schedule updates and 4-Week Look Ahead Schedules for the trades.

Don O'Reagan, Purchasing Agent

As Purchasing Agent, Don will oversee the pre-qualification, solicitation of bids, bid analysis, and award of work to subcontractors and vendors on the project. He will also play an integral part during the pre-construction process, evaluating opportunities for value engineering.

Dan Della-Giustina, Safety Director

Dan has spent his entire 28-year career as a safety professional, after earning his Master's degree in Safety and Environmental Management. He is responsible for designing and enforcing Consigli's rigorous safety standards. As part of promoting safe working environments, Dan works with clients and project teams to create safety plans and guidelines that best reflect their specific needs and the conditions of the project environment. With his staff of eleven dedicated Safety Officers, Dan visits job sites on a regular basis, to ensure that safety rules and regulations are met.

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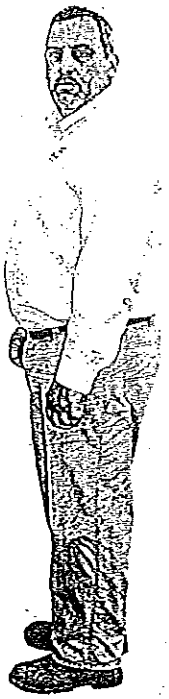
RICH BABYAK

Superintendent



As Superintendent, Rich will be your full time, on-site representative to direct all aspects of field operations. He will implement the project-specific safety and quality control programs established for the project. He is responsible for scheduling and managing the performance of all subcontractors. Rich will conduct weekly subcontractor meetings to reinforce the schedule milestones, quality goals and safety requirements of each trade. He will maintain a professional work environment and harmonious relations with the building trades throughout the jobsite at all times.

Massachusetts Division of Capital Asset Management, Department of Fire Services Expansion, Stow, MA
85,454 sq. ft. renovation and expansion of the Massachusetts Firefighting Academy. The project provided new administration, training and warehouse facilities with construction managed within an active campus. Project achieved LEED Gold Certification.

University of Connecticut, Storrs Hall, Storrs, CT
Renovation and expansion of a historic building that houses the School of Nursing, to accommodate expanded program requirements; scope included selective interior renovations with M/E/P and life safety upgrades and a 15,800 sq. ft. addition with clinical simulation laboratories, classrooms and a green roof.

Yale University, Bass Library, New Haven, CT
Renovation of two-story underground library; the 60,000 sq. ft. project included installation of all new building systems and replacement of the topping slab to maintain weather-tight environment.

University of Massachusetts Medical School, Ambulatory Care Center, Worcester, MA
Design/build 250,000 sq. ft. medical facility that integrated the university's medical education, clinical research and ambulatory patient care facilities. Program areas include radiology, oncology, orthopedics; Quantitative Health Services (QHS) and heart/vascular studies. The project also required the addition of 2,000 LF of an underground campus utility loop system and a 1,600-car parking garage. The facility achieved LEED Silver certification.

Clark University, Robert H. Goddard Library, Worcester, MA
The renovations to this 110,000 sq. ft. architecturally-significant modern building were completed on an aggressive schedule. The Scope included extensive HVAC and lighting upgrades, with renovations to create new common areas, a café and a new entrance onto the campus green.

City of Woburn, High School, Woburn, MA
New construction of 580,000 sq. ft. new high school including full range of academic program areas; project required significant sitework and utility upgrades.

BayState Medical Center, Support Operations Center, Springfield, MA
Construction of a new loading dock and renovations to an existing loading and storage area to consolidate foodservice operations and provide expanded capacity for deliveries and pickups; all work needed to be carefully sequenced around hospital operations with significant portions of the work scheduled on off-hours shifts to minimize impacts.

LICENSES / CERTIFICATIONS
OSHA 30-Hour Training Certification
CPR / First Aid Certification

YEARS OF CONSTRUCTION EXPERIENCE
16

REFERENCES

Michael Dawley
Director of Physical Plant
Clark University
(508) 793-7578

Sean M. Gouvin
Director of Facilities & Engineering Operations
Baystate Health
(413) 322-4188

James DiRico
Director of Capital Asset Management
MA Department of Fire Services
(978) 567-3161

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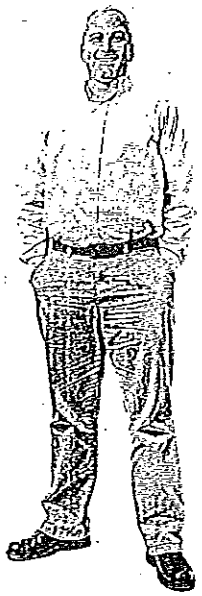
ADAM GORDON, EIT, LEED AP

Project Manager



As Project Manager, Adam will be the main point of contact for the owner and architect throughout the process. He will be responsible for overseeing all aspects of the project including cost reporting, schedule management, quality control, subcontractor coordination and project close-out. As the hub of team communications, Adam is accountable for all facets of project administration, including leading team meetings, developing monthly progress reports and overseeing the document control procedures completed by the Project Engineer.

Massachusetts Division of Capital Asset Management, Department of Fire Services Expansion, Stow, MA
85,454 sq. ft. renovation and expansion of the Massachusetts Firefighting Academy. The project provided new administration, training and warehouse facilities with construction managed within an active campus. Project achieved LEED Gold Certification.

University of Connecticut, Storrs Hall, Storrs, CT
Renovation and expansion of a historic building that houses the School of Nursing, to accommodate expanded program requirements; scope included selective interior renovations with M/E/P and life safety upgrades and a 15,800 sq. ft. addition with clinical simulation laboratories, classrooms and a green roof.

Worcester Academy, Kingsley Hall, Worcester, MA
This 24,000 sq. ft. campus building restoration and renovation provided a new, modern science facility with state-of-the-art classrooms, lecture halls, administrative spaces, and labs while retaining the historic character of the circa 1897 building – all completed on a fast-track summer schedule.

Hebrew Senior Life, Jack Satter House, Revere, MA
The phased renovation of this nine-story, occupied apartment building for the elderly involved the replacement of all under slab plumbing, renovation of all first floor apartments and an 8,000 sq. ft. commercial kitchen. Extensive sitework included replacement of utilities, sanitary sewer, drainage and site lighting.

Seven Hills Early Intervention Center, Woonsocket, RI
The gut renovation of two 2,000 sq. ft. floors of an existing, partially occupied three-story building was accomplished within a tight 10-week schedule to accommodate the client's move-in deadline.

Boston University, Engineering Product Innovation Center (EPIC), Boston, MA
Renovation of two existing buildings totaling 19,000 sq. ft. provided expanded program areas for BU's College of Engineering. Interior renovation scope included installation of all new M/E/P systems, structural penetration to connect the buildings, and upgrades to all program areas. Exterior upgrades include the integration of a metal panel and curtain wall façade, installation of a new roof, masonry repairs and new windows. Project required off-hour shifts to minimize impacts on fully operational campus facility.

Framingham State University, O'Connor Hall, Framingham, MA
This two phased project involved the adaptive reuse and expansion of an existing residence hall. Phase I converted the building into administrative offices, and Phase II included a new addition to house the campus planetarium.

EDUCATION

Worcester Polytechnic Institute
Master of Science / Environmental Engineering

Worcester Polytechnic Institute
Bachelor of Science / Civil Engineering

LICENSES / CERTIFICATIONS

OSHA 30-Hour Training Certification

OSHA HAZWOPER 40-Hour Training Certification

Engineer-in-Training

LEED Accredited Professional

YEARS OF CONSTRUCTION EXPERIENCE

15

REFERENCES

David Bates
Senior Construction Manager
Massachusetts State College Building Authority
(617) 542-1081

Dominic G Vecchione
Associate VP Construction Administration & Quality Leader
CannonDesign
(617) 517-6273

James DiRico
Director of Capital Asset Management
MA Department of Fire Services
(978) 567-3161

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TODD MCCABE, LEED AP

Project Executive

As Project Executive, Todd will provide overall team leadership and is fully accountable to the client team to deliver on all goals of the project. Immediately upon award, Todd will gain a complete understanding of project requirements and the expectations of the client team to develop a construction management approach that will ensure the overall success of the project. He will be involved in the project from award to close-out, to participate in key decisions, dedicate the necessary corporate resources and monitor the progress of the project on an ongoing basis.

Massachusetts Division of Capital Asset Management, Department of Fire Services Expansion, Stow, MA
85,454 sq. ft. renovation and expansion of the Massachusetts Firefighting Academy. The project provided new administration, training and warehouse facilities with construction managed within an active campus. Project achieved LEED Gold Certification.

King Philip Regional School District, King Philip Regional High School, Wrentham, MA
216,000 sq. ft. phased renovation and expansion of occupied high school included technology wing, musical arts center, cafeteria, 800-seat auditorium, art classrooms, theater areas, library and renovated field house, as well as campus infrastructure upgrades. All demolition, construction and utility tie-in work was carefully sequenced around daily campus activities and the school calendar.

Town of Dedham, Avery Elementary School, Dedham, MA
Constructed a three-story, 61,000 sq. ft. steel framed, brick veneer elementary school. Scope included construction of school, extensive sitework, utilities installation and the creation of new access road, all occurring adjacent to existing high school athletic campus. Project achieved LEED Gold Certification.

Ayer Shirley Regional School District, Regional High School, Ayer, MA
The Ayer Shirley Regional High School required an addition and renovation to accommodate the growing needs of its students. The addition to the building was approximately 52,000 sq. ft. and the renovation involved approximately 93,000 sq. ft. and required upgrades to the plumbing, HVAC, electrical and technology systems, including complete fire sprinklers. Windows were replaced and the minimally insulated precast concrete panels were re-clad with insulating panels. The roof was replaced with new roofing and insulation.

Town of Sharon, Middle School, Sharon, MA
60,000 sq. ft., two-story addition and 102,000 sq. ft. renovation to an occupied school includes new M/E/P and life safety systems, complete window replacement, interior renovations, parking lot upgrades and related site/civil development. Project has achieved Collaborative for High Performance Schools (CHPS) certification.

Harvard University, Claverly Hall, Cambridge, MA
Built in 1893, Claverly Hall is a historic, five-story masonry and brick building that serves as student housing on the Harvard campus. The building was in need of extensive life safety upgrades, as well as renovations to its lavatories and kitchen areas. Work was completed over a summer and was managed around a tight urban site.

EDUCATION
Worcester Polytechnic Institute
Bachelor of Science / Civil Engineering

LICENSES / CERTIFICATIONS
OSHA 30-Hour Training Certification
LEED Accredited Professional

YEARS OF CONSTRUCTION EXPERIENCE
19

REFERENCES

Ronald Ferrara
Project Manager
Division of Capital Asset Management
(617) 727-4050

Larry Muench
Director of Facilities
Phillips Academy
(978) 749-4329

Jonathan Austin
Principal
Austin Architects LLC
617-441-8500

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TEAM RESOURCES

Steve Gentilucci, LEED AP, General Superintendent

Steve provides guidance and corporate support to all Consigli Superintendents and project sites. He is a valuable resource for Consigli's teams, whether it's brainstorming ideas, spotting potential problems, reviewing project schedules or other areas where support is needed. He will use this knowledge to bring additional oversight and supplement field resources as required. He works with our leadership team to continually advance our field management procedures, including quality, communications, scheduling, productivity and safety, with the goal to provide best-in-class services to our clients.

Ken Amano, LEED AP, Quality Manager

Ken will ensure all quality goals for the project are met or exceeded. He will work with the ownership team to write a job-specific Quality Control Plan, then will manage that plan with the project team on site through daily, weekly and monthly inspections and reports.

Kathleen MacEwen, LEED AP, Sustainability Coordinator

Kathleen is Consigli's full time in-house LEED and Sustainable Construction expert. She is a resource for all projects, to ensure that every project meets Consigli' self-imposed requirements for Sustainable Construction, as well as LEED requirements, if LEED is a project requirement.

Kimberly Maul, Lean Coordinator

As Lean Coordinator, Kim designs and executes continuous improvement plans to optimize quality and efficiency for projects, through the collaborative use of Lean practices. She coordinates all activities related to Leam Management techniques, including Pull Planning, 5S, and continuous improvements that are designed to deliver optimum project durations, produce quality work, and eliminate wastes on an ongoing basis. Kim's background in Integrated Project Delivery enables her to recognize and manage opportunities to incorporate Lean disciplines throughout the project.

David Cullinane, Diversity/Community Outreach Manager

As the Diversity/Community Outreach Manager, David will assist the team through the pre-construction and construction phases in order to meet the project's specific DBE goals. A key element of David's role will include the outreach to subcontractor relationships within the community for inclusion in the planning and construction of the project. David spent 5 years working for Massachusetts Supplier Diversity Office and is well-versed in the policies, process, and procedures required to meet DBE requirements.

Section E: Resumes for Key Personnel Proposed for the Contract

12. Name	13. Role In This Contract	14. Years Of Experience	
		a. Total	b. With Current Firm
Todd McCabe, LEED AP	Project Executive	20	14

15. Firm Name and Location: *(City And State)*
Consigli Construction Co., Inc. (Milford, MA)

16. Education:	17. Professional Registration:	18. Other Professional Qualifications:
BS, Civil Engineering, WPI	LEED AP	OSHA 30-Hour Training Certification

19. Relevant Projects

a.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Massachusetts Division of Capital Asset Management, Department of Fire Services Expansion (Stow, MA)	2006	2008	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Project Executive for 85,454 sq. ft. renovation and expansion of the Massachusetts Firefighting Academy. Consigli provided new administration, training and warehouse facilities with construction managed within active campus. Project was built to LEED Gold standards.

b.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
King Philip Regional School District, King Philip Regional High School (Wrentham, MA)	N/A	2006	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Project Executive for 216,000 sq. ft. phased renovation and expansion of occupied high school included technology wing, musical arts center, cafeteria, 800-seat auditorium, art classrooms, theater areas, library and renovated field house as well as campus infrastructure upgrades.

c.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Town of Dedham, Avery Elementary School (Dedham, MA)	2010	2012	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Project Executive for 61,000 sq. ft. new construction of a three-story elementary school, which includes site work, utilities, new access road, and parking. The building will feature a full range of academic program areas and was built to LEED Silver certification standards.

d.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Ayer Shirley Regional School District, High School Renovation (Ayer, MA)	2013		☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Project Executive for 130,000 sq. ft. phased, occupied renovation and addition. Renovation includes upgrades to STEM program areas, updated courtyard, and enhanced technology throughout the school. New construction scope includes new entrance, commons/cafeteria area, two-story classroom wing, media center, library, music space, art and computer classrooms, and traffic flow upgrades.

e.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Town of Sharon, Middle School (Sharon, MA)	2011	2012	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Project Executive for 70,000 sq. ft., two-story addition and a 102,000 sq. ft. renovation to an occupied school that includes new M/E/P and life safety systems, complete window replacement, interior renovations, parking lot upgrades and related site/civil development. Project was built to CHPS standards.

Section E: Resumes for Key Personnel Proposed for the Contract

12. Name	13. Role In This Contract	14. Years Of Experience	
		a. Total	b. With Current Firm
Adam Gordon, LEED AP	Project Manager	16	6

15. Firm Name and Location: *(City And State)*
Consigli Construction Co., Inc. (Hartford, CT)

16. Education:	17. Professional Registration:	18. Other Professional Qualifications:
MS, Environmental Engineering, WPI BS, Civil Engineering, WPI	LEED AP Engineer-in-Training	OSHA 30-Hour Training Certification, OSHA HAZWOPER 40-Hour Training Certification

19. Relevant Projects

a.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Massachusetts Division of Capital Asset Management, Department of Fire Services Expansion (Stow, MA)	2006	2008	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Project Manager for 85,454 sq. ft. renovation and expansion of the Massachusetts Firefighting Academy. As one of DCAM's first Chapter 149A projects, Consigli provided new administration, training and warehouse facilities with construction managed within active campus. Project was built to LEED Gold standards.

b.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
University of Connecticut, Storrs Hall (Storrs, CT)	2010	2012	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Project Manager for fenovation and expansion of an historic building that houses the School of Nursing; scope includes selective interior renovations with M/E/P and life safety upgrades and a 15,800 sq. ft. addition with clinical simulation laboratories, classrooms and a green roof.

c.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Worcester Academy Kingsley Hall (Worcester, MA)	2007	2008	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Project Manager for the 24,000 sq. ft. campus building restoration and renovation provided a new, modern science facility with state-of-the-art classrooms, lecture halls, administrative spaces and labs while retaining the historic character of the circa 1897 building—all completed on a fast-track summer schedule.

d.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Jack Satter House (Revere, MA)	2011	2012	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Project Manager for the phased renovation of this 9-story, occupied apartment building involving replacement of all under slab plumbing, renovation of 1st floor apartments, and an 8,000 sq. ft. commercial kitchen. Extensive site work included replacement of site utilities, sanitary sewer, drainage and site lighting.

e.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Seven Hills Early Intervention Center (Woonsocket, RI)	2010	2011	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Project Manager for the gut renovation of two 2,000 sq. ft. floors of an existing, partially occupied three-story building was accomplished within a tight 10-week schedule to accommodate the client's move-in deadline.

Section E: Resumes for Key Personnel Proposed for the Contract

12. Name	13. Role In This Contract	14. Years Of Experience	
		a. Total	b. With Current Firm
Rich Babyak	Superintendent	23	5.5

15. Firm Name and Location: *(City And State)*
Consigli Construction Co., Inc. (Hartford, CT)

16. Education:	17. Professional Registration:	18. Other Professional Qualifications:
N/A	N/A	OSHA 30-Hour Training Certification, CPR/First Aid Certification

19. Relevant Projects

a.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Massachusetts Division of Capital Asset Management, Department of Fire Services Expansion (Stow, MA)	2006	2008	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Superintendent for 85,454 sq. ft. renovation and expansion of the Massachusetts Firefighting Academy. Consigli provided new administration, training and warehouse facilities with construction managed within active campus. Project was built to LEED Gold standards.

b.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
University of Connecticut, Storrs Hall (Storrs, CT)	2010	2012	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Superintendent for renovation and expansion of an historic building. Scope includes selective interior renovations with M/E/P and life safety upgrades and a 15,800 sq. ft. addition with clinical simulation laboratories, classrooms and a green roof.

c.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Yale University, Bass Library (New Haven, CT)	N/A	2005	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Superintendent for renovation of two-story underground library; the 60,000 sq. ft. project included installation of all new building systems and replacement of the topping slab to maintain weather-tight environment.

d.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
UMass Medical School, Ambulatory Care Center (Worcester, MA)	2010	2010	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Superintendent for DB, 250,000 sq. ft. medical facility integrates medical education, clinical research, and ambulatory patient care facilities. Diverse program areas include radiology, oncology, orthopedics, Quantitative Health Services (QHS) and heart/vascular studies.

e.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Clark University, Robert H. Goddard Library (Worcester, MA)	2007	2008	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Superintendent for renovations to a 110,000 sq. ft. architecturally-significant modern building on an aggressive schedule. Scope included extensive HVAC and lighting upgrades, with renovations to create new common areas, a café, and a new entrance onto the campus green.

Section E: Resumes for Key Personnel Proposed for the Contract

12. Name	13. Role In This Contract	14. Years Of Experience	
		a. Total	b. With Current Firm
Donald M. Walter, AIA NCARB	Principal in Charge	28	12

15. Firm Name and Location: *(City And State)*
Dore & Whittier Architects, Inc.

16. Education:	17. Professional Registration:	18. Other Professional Qualifications:
BA, Architecture	CT ARI # 11818	NCARB, AIA

19. Relevant Projects

a.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
DFS Springfield – Fire Training Academy Springfield, Massachusetts	2015	2015	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Programming, design and CA with CR architecture + design. The selected option is a new 18,785 gsf facility with offices, classrooms, male and female lockers, staff and student turn out gear storage, a mini-crib room, maintenance shops, a fire house and storage areas, fire safety lab with offices and ground storage space, equipment storage, 3 apparatus bays, and expanded parking. Principal in Charge. In Construction, completion scheduled for July 2015.

b.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Center Fire Station Groton, Massachusetts	2014	2014	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Site assessment, programming and concept options preceded a favorable Town vote for a new 18,600 sf, $8.0 million Fire Station project. Prinicpal in Charge. In Construction, completion scheduled for July 2014.

c.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Department of Fire Services (5-yr. House Doctor) Statewide, Massachusetts	2015	2015	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Projects include training prop improvements and upgrades at the DFS Headquarters (Stow), as well as design services for renovations, additions and upgrades at locations throughout Massachusetts. A Search & Rescue Prop Building (Stow) is complete, a new pre-engineered building for props and equipment storage in the gas training yard has been proposed, and a structural assessment of the Springfield Burn Building has been completed, repairs pending. Principal in Charge.

d.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
White Street Fire Station No.3 Springfield, Massachusetts	2010	2010	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Programming, design and construction administration services for a new 13,000sf, 3-bay fire station in a residential neighborhood of the City. Project is 1st LEED Certified building for the City and 1st LEED Gold Fire Station in New England; (Architect of Record); Principal in Charge.

e.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Combined Public Safety Complex Medfield, Massachusetts	2014		☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Site assessment, programming and concept designs for a new combined facility to accommodate fire and police departments. Principal in Charge. Recent Town vote granted approval to proceed to Construction Documents.

Section E: Resumes for Key Personnel Proposed for the Contract

12. Name	13. Role In This Contract	14. Years Of Experience	
		a. Total	b. With Current Firm
Alan M. Brown, AIA, NCARB	Project Manager	31	20

15. Firm Name and Location: *(City And State)*
Dore & Whittier Architects, Inc., Newburyport, MA

16. Education:	17. Professional Registration:	18. Other Professional Qualifications:
Master of Architecture, CU Boulder	Reg Arch: CT (12920), MA, VT	NCARB, AIA

19. Relevant Projects

a.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Vermont Fire Training Academy Pittsford, Vermont	2010	2010	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

New 7,772sf LEED™ Silver building accommodates administrative offices, classrooms and training programs. Designed under VT Guidelines for Energy Efficient Commercial Construction, the result is 21% better than code. Project Manager.

b.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
DFS Springfield – Fire Training Academy Springfield, Massachusetts	2015	2015	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Programming, design and CA with CR architecture + design. The selected option is a new 18,785 gsf facility with offices, classrooms, male and female lockers, staff and student turn out gear storage, a mini-crib room, maintenance shops, a fire house and storage areas, fire safety lab with offices and ground storage space, equipment storage, 3 apparatus bays, and expanded parking. Project Manager. In Construction, completion scheduled for July 2015.

c.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
White Street Fire Station No.3 Springfield, Massachusetts	2010	2010	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Programming, design and construction administration services for a new 13,000sf, 3-bay fire station in a residential neighborhood of the City. Project is 1st LEED Certified building for the City and 1st LEED Gold Fire Station in New England; (Architect of Record); Project Manager.

d.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Center Fire Station Groton, Massachusetts	2014	2014	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Site assessment, programming and concept options preceded a favorable Town vote for a new 18,600 sf, $8.0 million Fire Station. Project Manager. In Construction, completion scheduled for July 2014.

e.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Department of Fire Services (5-yr. House Doctor) Statewide, Massachusetts	2015	2015	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Projects include training prop improvements and upgrades at the DFS Headquarters (Stow), as well as design services for renovations, additions and upgrades at locations throughout Massachusetts. A Search & Rescue Prop Building (Stow) is

complete, a new pre-engineered building for props and equipment storage in the gas training yard has been proposed, and a structural assessment of the Springfield Burn Building has been completed, repairs pending. Project Manager. 5-year House Doctor Contract through 2015.

Section E: Resumes for Key Personnel Proposed for the Contract

12. Name	13. Role In This Contract	14. Years Of Experience	
		a. Total	b. With Current Firm
David S. Ross AIA, LEED AP	Public Safety Design Consultant / Project Architect	31	17

15. Firm Name and Location: *(City And State)*
CR architecture + design

16. Education:	17. Professional Registration:	18. Other Professional Qualifications:
Master of Architecture/ Miami University Bachelor of Architecture/ Lawrence Technological University	Reg Arch/OH, KY, MI, IL, IN, PA, FL LEED Accredited Professional NCARB Certification	Architectural Foundation of Cincinnati CA Community Council and Dev Corp, President Cincinnati Preservation Association Cincinnati Neighborhoods Business Dist United

19. Relevant Projects

a.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Medfield Public Safety Complex Medfield, MA	2014	n/a	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Together with Dore & Whittier Architects, CR designed this 36,000 sf shared Police and Fire facility in Medfield, MA. The Police program houses a central dispatch center, holding and processing, sallyport and vehicle processing, patrol room, evidence storage and processing, detectives suite and administrative offices for Police Chief and staff. The Fire program contains a 6-bay drive-through apparatus, support spaces including turn-out-gear, watch room, shop decontamination, SCBA, administrative offices for the Fire Chief and staff, seven dorms, and living spaces including a kitchen, dining and dayroom. 36,000 sf. Project Architect.

b.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Columbus Fire Training Center Columbus, OH	2007	2008	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Design Architect on this complex which includes a practical skills building, training tower and burn building. The 25,000-sf practical skills building has (5) apparatus bays, (2) 60-person classrooms, locker rooms, and offices. The tower and mezzanine incorporate standard built-in training elements and the apparatus bay can accommodate CPAT training. The 6-story training tower has a 2-story re-configurable maze area arranged to resemble office, single family residential, multi-family residential, or industrial space. 27,800 sf. $8,572,180. Design Lead.

c.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Des Moines Fire Logistics and Training Center Des Moines, IA	2012	2013	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Design consultant for this new fire logistics and training facility. The pre-engineered metal building includes 4 maintenance bays, 4 training bays, classrooms and multi-purpose areas; offices, a locker room, fitness room and spaces for the maintenance of fire vehicles and equipment. The maintenance area includes a welding booth, shop areas, and parts storage. The campus is enhanced with an on-site burn building, multi-story training tower, roof ventilation simulator, driver training course, auto extraction, covered shelter, simulated city buildings, draughting pit, obstacle course/confined space, CPAT course, technical rope rescue, rail yard and HazMat. 48,274 sf. $8,400,000. Design Lead.

d.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Upper Arlington Fire Station No. 72 Upper Arlington, OH	2008	2009	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

The station features a three-lane firing range for live ammunition, offices for police, fitness room, defensive tactics room, ammunition and arms storage, and a 50-person training room that doubles as the city emergency operations center.

Training by Design© features accommodate rappelling, confined space, high-line, stokes basket, interior/exterior ladder, dry standpipe, and ladder/basket training from the four-story tower. Design Lead.

e.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
White Street Fire Station No. 3 Springfield, MA	2010	2010	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

This LEED Gold replacement station features a 24-hour watchroom, a turn-out-gear room with 40 lockers, a training/ conference room, kitchen, dining room, dayroom, fitness room, eight dorm rooms and offices. The small, 0.42 acre site required a three-story design solution with 3 pull-through apparatus bays. This solution created an additional challenge of fitting the station within a historic neighborhood of 2-story residences. To fit the context and scale of the neighborhood, the design uses Victorian elements, including roof dormers, a brick base, painted siding, and dimensional shingles.12, 971 sf. $4,174,464. Design Lead.

Section E: Resumes for Key Personnel Proposed for the Contract

12. Name	13. Role In This Contract	14. Years Of Experience	
		a. Total	b. With Current Firm
Zachary E. Zettler AIA, LEED AP	Public Safety Design Consultant / Project Architect	13	12

15. Firm Name and Location: *(City And State)*
CR architecture + design

16. Education:	17. Professional Registration:	18. Other Professional Qualifications:
Bachelor of Architecture University of Cincinnati	Registered Architect/ OH, KY LEED Accredited Professional NCARB Certification	AIA

19. Relevant Projects

a.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Department of Fire Services Western Massachusetts Fire Training Academy Springfield, MA	2012	2014	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Together with Dore & Whittier Architects, CR is providing Design Architect services on this project. This project entails the development of the master plan for the fire training academy that currently includes an administration/classroom building, burn building, training tower and miscellaneous training props. Conceptual design options generated will complement the main training center in Stow and better accommodate the training needs of fire departments in western Massachusetts. Tracking LEED Silver. Cost: $5.8M. Project Architect.

b.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Columbus Fire Training Center Columbus, OH	2007	2008	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Design Architect on this complex which includes a practical skills building, training tower and burn building. The 25,000-sf practical skills building has (5) apparatus bays, (2) 60-person classrooms, locker rooms, and offices. The tower and mezzanine incorporate standard built-in training elements and the apparatus bay can accommodate CPAT training. The 6-story training tower has a 2-story re-configurable maze area arranged to resemble office, single family residential, multi-family residential, or industrial space. 27,800 sf. $8,572,180. Project Manager

c.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Des Moines Fire Logistics and Training Center Des Moines, IA	2012	2013	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Design consultant for this new fire logistics and training facility. The pre-engineered metal building includes 4 maintenance bays, 4 training bays, classrooms and multi-purpose areas, offices, a locker room, fitness room and spaces for the maintenance of fire vehicles and equipment. The maintenance area includes a welding booth, shop areas, and parts storage. The campus is enhanced with an on-site burn building, multi-story training tower, roof ventilation simulator, driver training course, auto extraction, covered shelter, simulated city buildings, draughting pit, obstacle course/confined space, CPAT course, technical rope rescue, rail yard and HazMat. 48,274 sf. $8,400,000. Project Manager

d.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Upper Arlington Fire Station No. 72 Upper Arlington, OH	2008	2009	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

The station features a three-lane firing range for live ammunition, offices for police, fitness room, defensive tactics room, ammunition and arms storage, and a 50-person training room that doubles as the city emergency operations center. Training by Design© features accommodate rappelling, confined space, high-line, stokes basket, interior/exterior ladder, dry standpipe, and ladder/basket training from the four-story tower. Project Manager.

	(1) Title and Location *(City and State)*	(2) Year Completed		
	White Street Fire Station No. 3 Springfield, MA	Professional Services	Construction *(If Applicable)*	Project with Current Firm
		2010	2010	☒
e.	(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role			
	This LEED Gold replacement station features a 24-hour watchroom, a turn-out-gear room with 40 lockers, a training/ conference room, kitchen, dining room, dayroom, fitness room, eight dorm rooms and offices. The small, 0.42 acre site required a three-story design solution with 3 pull-through apparatus bays. This solution created an additional challenge of fitting the station within a historic neighborhood of 2-story residences. To fit the context and scale of the neighborhood, the design uses Victorian elements, including roof dormers, a brick base, painted siding, and dimensional shingles.12, 971 sf. $4,174,464.			

Section E: Resumes for Key Personnel Proposed for the Contract

12. Name	13. Role In This Contract	14. Years Of Experience	
		a. Total	b. With Current Firm
Alan K. Vanags, P.E., LEED AP	Principal in Charge, Engineering Design	26	26

15. Firm Name and Location: *(City And State)*
BVH Integrated Services, P.C., Bloomfield, CT

16. Education:	17. Professional Registration:	18. Other Professional Qualifications:
B.S., Electrical Engineering	Professional Engineer/Connecticut	LEED Accredited Professional

19. Relevant Projects

a.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Westborough Public Safety Complex Westborough, MA	2014	2014	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Principal: Engineering Design for the new, 54,000-SF three-story public safety complex in Westborough, Massachusetts. The new complex replaces the outdated 1800's era firehouse and will contain the Town's police and fire stations, with an all-in-one dispatching center.

b.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
East Hartford Public Safety Building East Hartford, CT	2004	2004	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Principal: Engineering design for 90,000 SF of new construction and renovations for this three-story public safety complex. This project includes a lobby, offices, meeting rooms, evidence processing/lock-up, evidence lab, photography, property storage, booking and detention, central dispatch, toilets/lockers/showers, pistol range, fire department apparatus bays and dorm rooms.

c.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
West Hartford Police Station West Hartford, CT	2009	2009	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Principal: Renovations and addition to the West Hartford Police Station, including building systems upgrades and new elevators. The project also included demolition of a 14,000 square foot, two-story courthouse and construction of a 10,000 square foot addition.

d.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
CCSU Classroom Building New Britain, CT	2013	2013	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Project Manager: Engineering design for a new 75,000-SF classroom building, achieving compliance with Connecticut's High Performance Building Legislation utilizing modern energy-efficient building systems. All systems utilize the existing campus infrastructure, including the campus steam, chilled water, electric, water, fire protection, fire alarm and telecommunications.

e.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
CCSU Utility Tunnel Network System New Britain, CT	2004	2004	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Project Manager: $13.5-million construction of a new main underground utility tunnel and secondary tunnel to connect select buildings on campus.

Section E: Resumes for Key Personnel Proposed for the Contract

12. Name	13. Role In This Contract	14. Years Of Experience	
		a. Total	b. With Current Firm
James (Larry) Jones	Project Manager	37	32

15. Firm Name and Location: *(City And State)*
BVH Integrated Services, P.C., Bloomfield, CT

16. Education:	17. Professional Registration:	18. Other Professional Qualifications:
A.S., Charter Oak State College		

19. Relevant Projects

a.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Connecticut Fire Academy & Hartford Regional Fire School, Windsor Locks, CT	2012	2012	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Project Manager: MEP/FP Design for a new 7,600-SF fire station and 4,300-SF class "A" burn building and fire extinguisher simulator plus the relocation of the flashover simulator, storage, and trainee rehab facilities. The building is used for recruiting and in-service training for fire departments throughout Hartford County.

b.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Connecticut Emergency Management Facility, Hartford, Connecticut	2000	2000	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Project Manager: Located in the historic Hartford State Armory, phased renovations included space master planning and electrical and mechanical upgrades encompassing acoustics, audio-visual, security, data/telecommunications, and computer technology. Federal historic preservation standards were applied to the design.

c.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Mohegan Sun Design-Build Parking Garage and Public Safety Complex, Uncasville, CT	1999	1999	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Project Manager: 2,700-car, precast concrete garage, including the Reservation's Public Safety Complex on the lower level. Working closely design-build team, this design-build project was delivered to the Owner from conception to completion in ten months.

d.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Eastern Connecticut State University Design-Build Parking Garages	2010	2010	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Project Manager: As the prime design consultant, BVH provided civil, structural and MEP on a new 800+-space garage at ECSU as well as overseeing the architectural and landscape design consultants. BVH also completed a 720-car design build garage in 2002 on the ECSU campus.

e.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
ECSU Design-Build Residential Village Willimantic, CT	2005	2005	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Project Manager: These three new design-build dormitories received LEED certification. BVH provided civil, structural, and MEP/FP design, as well as the technology design services.

Section E: Resumes for Key Personnel Proposed for the Contract

12. Name	13. Role In This Contract	14. Years Of Experience	
		a. Total	b. With Current Firm
Craig Lapinski, PE, LEED AP	Lead Civil Engineer	20	13

15. Firm Name and Location: *(City And State)*
Fuss & O'Neill, Inc. (Manchester, CT)

16. Education:	17. Professional Registration:	18. Other Professional Qualifications:
BS, Civil Engineering, Union College ME, Environmental Engineering, RPI	Professional Engineer: CT LEED AP / 2008	American Society of Civil Engineers

19. Relevant Projects

a.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
New Residence Hall, The Hotchkiss School Lakeville, Connecticut			☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Project Manager for site/civil engineering consulting services for an approximately 35,000 sq. ft. new residence hall. The scope of work included coordinating with the design team, redesigning the existing entrance roadway, providing new utilities to the new building, and designing a stormwater management system that uses low-impact design techniques (e.g., rain gardens, concrete pavers, etc).

b.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
University of Connecticut Civil Engineering Support Storrs, Connecticut			☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Project Manager for site/civil engineering services to assist with the design, permitting and construction administration of proposed site improvements to quads. Provided low-impact development stormwater system design, roadway layout and pavement design, site lighting design, and structural design services.

c.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Former USRAC Facility - Science Park New Haven, Connecticut	2010		☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Project Manager for restoration of a 230,000 sq. ft. former weapons manufacturing plant. Managed the coordination and compilation of local and State permits for zoning, remediation, building decontamination and soil management.

d.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Steel Point Bridgeport, Connecticut			☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Project Manager for preparation of a Preliminary Engineering Report and Permit Analysis Document for this property. Work was performed directly for the CBRA and the DECD. The report evaluated site grading, traffic, geotechnical, utility, coastal resources and regulatory constraints that could affect redevelopment.

e.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Harbor Point Hurricane Barrier Stamford, Connecticut	On-going		☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Project Manager: Led a multi-disciplinary team in the preparation of a USACE Section 408 Submittal for work on and along the Hurricane Barrier. The proposed $3.5 billion mixed-use, transit-oriented, master-planned development will transform the city by reconnecting it to its historic waterfront and creating a vibrant new residential, business and cultural center.

Section E: Resumes for Key Personnel Proposed for the Contract

12. Name	13. Role In This Contract	14. Years Of Experience	
		a. Total	b. With Current Firm
Joseph Lenahan, III, PE, LEED AP	Civil Engineer	16	10

15. Firm Name and Location: *(City And State)*
Fuss & O'Neill, Inc. (Manchester, CT)

16. Education:	17. Professional Registration:	18. Other Professional Qualifications:
BS, Civil Engineering, Norwich University	Professional Engineer: CT LEED AP	Cert Professional in Erosion & Sediment Control / 000018 / 2009

19. Relevant Projects

a.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Rogers International School (Stamford, CT)	2008		☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Project Manager for a water feature using existing basement foundation to collect stormwater run-off, filter it and store it to be pumped to stream sections. Included site utility and stormwater management design, stormwater pollution control plan and drainage report, construction specifications and erosion control.

b.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Mount Saint Mary College (Newburgh, NY)	2009		☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Civil Engineer for land development services associated with the renovation of on-campus housing. Renovations include demolition of existing garages, construction of extensive interior and exterior building renovations including multiple additions, the installation of new parking facilities with retaining walls, sidewalks and other pedestrian amenities, site landscaping, lighting and utility improvements.

c.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Wintonbury Early Childhood Magnet School (Bloomfield, CT)	2010		☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Civil Engineer for design of all site, utility, and traffic engineering required to support the 48,000 sq. ft. academic facility, including sustainable site design for LEED Registration with a goal of Certified Certification. Facility includes classrooms, administration areas, a multi-purpose room, and a playground.

d.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Yale University Hendrie Hall Renovation (New Haven, CT)	2009		☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Project Manager providing close coordination with design team to provide site utilities for the building's new mechanical, electrical and plumbing systems along with design coordination of an underground transformer vault. Civil design elements included site, sanitary and stormwater management systems.

e.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Bridgeport Public Facilities Complex - Phase II (Bridgeport, CT)	2010		☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Project Manager: Future construction will include an Office Building, the truck wash and storage building. Stormwater management plans from Fuss and O'Neill will utilize infrastructure currently installed and proposes to construct a new storm system to handle flows from the entire site and discharge to adjacent storm systems.

Section E: Resumes for Key Personnel Proposed for the Contract

12. Name	13. Role In This Contract	14. Years Of Experience	
		a. Total	b. With Current Firm
Mark Vertucci, PE, PTOE	Lead Transportation Engineer	15	14

15. Firm Name and Location: *(City And State)*
Fuss & O'Neill, Inc. (Manchester, CT)

16. Education:	17. Professional Registration:	18. Other Professional Qualifications:
BS, Civil Engineering, RPI	Professional Engineer: CT NCEES	Institute of Transportation Engineers

19. Relevant Projects

a.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Bloomfield Early Childhood Magnet School (Bloomfield, CT)	2010		☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Transportation Engineer for design of all site, utility, and traffic engineering required to support the 48,000 sq. ft. academic facility, including sustainable site design for LEED Registration with a goal of Certified Certification. Facility includes classrooms, administration areas, a multi-purpose room, and a playground.

b.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Greenwich - Pedestrian Route Study, Eastern Middle School (Greenwich, CT)	2009		☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Transportation Engineer for on-call traffic engineering services involved the development of a comprehensive Traffic Calming Policy, as well as technical reviews, design assistance, QA/QC of major design projects, project tracking, the coordination of all improvement projects, and the overall management of the Town's Traffic Calming Program.

c.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Westminster School - On-call Services (Simsbury, CT)	2006		☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Transportation Engineer for master planning; site engineering; wetlands permitting; dot encroachment permitting; planning and zoning permitting; drainage system and utility design; surveying; construction representation.

d.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
CRCOG - Route 10 Simsbury Corridor Study (Simsbury, CT)	2012		☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Project Manager for upgraded bicycle and pedestrian facilities, streetscape enhancements, intersection capacity and safety improvements, strategic new roadway connections, and holistic transit strategies such as service expansion, park & ride improvements.

e.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
CT DPW - SCSU Master Plan STC Application (Hamden/New Haven, CT)	2012		☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role.

Project Manager for campus-wide stormwater master plan. This plan emphasizes planning and retrofits to improve stormwater quality, and will serve as the basis for future DEP Flood Management Certification applications when Master Plan projects are implemented.

Section E: Resumes for Key Personnel Proposed for the Contract

12. Name	13. Role In This Contract	14. Years Of Experience	
		a. Total	b. With Current Firm
Jonathan M. McElwain, P.E. Vice President / Principal	Structural Engineer	19	19

15. Firm Name and Location: *(City And State)*
Elliott, LeBoeuf & McElwain (Springfield, VA)

16. Education:	17. Professional Registration:	18. Other Professional Qualifications:
B.S. Architectural Engineering, The Pennsylvania State University	VA, CT, DC, MD, WV	Member of ASCE, ACEC, AISC, CRSI, and ICC.

19. Relevant Projects

a.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Fairfax County Fire and Rescue Academy (Fairfax, VA)	2013 (est.)	2013 (est.)	X

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Structural Engineer of Record for the expansion and renovation to existing administration / classroom building at the 30-year-old fire training academy. The two-story addition adds 28,000 SF to the existing building, increasing its total size to 46,000 SF (excluding the attached, existing high bay training building).

b.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Loudoun County Fire & Rescue Training Center Expansion (Leesburg, VA)	2007	2007	X

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Structural Engineer of Record for expansion to the existing 1991 fire training facility, including an 18,000 sq. foot, two-story addition to the existing Classroom / Administration building (later cut due to budget constraints) and a new 22,000 square foot High Bay structure. The High Bay includes an enclosed four-story training tower, drive-thru bay for apparatus, storage, and physical fitness training.

c.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Tidewater Regional Fire Training Center (Newport News, VA)	2007	2007	X

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Structural Engineer of Record for new administration / classroom building at the fire training center. The long-span steel truss and masonry structure serves as a 3-bay fire station for the City of Newport News as well as the training building for the regional training academy.

d.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
U.S. Embassy Office Expansion and Housing (Kabul, Afghanistan)	2015 (est.)	2015 (est.)	X

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Structural Engineer of Record for expansion of the existing U.S. Embassy Compound. The $500 million design/build project includes an Office Annex Building, renovations to the existing Marine Security Guard Quarters, and two Staff Housing buildings connected by a space that extends two stories below grade.

e.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
New Embassy Compound (Lusaka, Zambia)	2011	2011	X

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Structural Engineer of Record for the New Embassy Compound (NEC) consisting of a Chancery, Marine Security Guard Quarters, Warehouse, Utility Building, three Compound Access Control buildings, and perimeter walls and fences. The $102 million project was delivered as design/build.

Section E: Resumes for Key Personnel Proposed for the Contract

12. Name	13. Role In This Contract	14. Years Of Experience	
		a. Total	b. With Current Firm
Roger M. LeBoeuf, P.E. President	Fire Training Center Specialist Burn Building Engineer	25	25

15. Firm Name and Location: *(City And State)*
Elliott, LeBoeuf & McElwain (Springfield, VA)

16. Education:	17. Professional Registration:	18. Other Professional Qualifications:
B.S. and M.S. in Civil Engineering (Structures) at M.I.T. and Stanford	VA (1993, Structures), CT, plus 28 other states.	NFPA Training Committee, published articles, national seminars.

19. Relevant Projects

a.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
New Haven Regional Fire Training Academy Expansion (New Haven, CT)	2011	2011	X

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Engineer of Record for new, 2-1/2 story Class A burn building with a gable roof and flat roofs at three levels. It simulates residential, including basement and attic, as well as center hallway commercial occupancies. There are interior and exterior stairs, cellar steps, and a temperature monitoring system.

b.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Loudoun County Fire & Rescue Training Center Expansion (Leesburg, VA)	2007	2007	X

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Engineer of Record for expansion to the existing 1991 fire training facility, including a new 8,200 square foot Class A burn building. The burn building simulates residential, commercial, and apartment configurations. It includes various roof levels and pitches, simulated fireplace and chimney, and other training challenges.

c.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Springfield Fire Training Center Burn Building (Springfield, MA)	2002	2002	X

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Engineer of Record for new 5,000 SF, 2-1/2 story Class A burn building that simulates residential, apartment, and commercial occupancies. There are various features, including interior and exterior stairs, balconies, roof ventilation openings, thermal linings, and a balloon frame simulation from the first floor to the attic.

d.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Phoenix Fire Training Center (Phoenix, AZ)	2011	2011	X

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Fire training center design specialist and engineer for new $18M fire training academy delivered via design/build. Assisted with updating the master plan. Designed the Class A burn building, primarily simulating residential, and the Class B burn building, simulating residential, office, strip mall, and apartment.

e.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Reading Berks Fire Training Center Burn Building (Reading, PA)	2005	2005	X

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Prime engineer for new 17,000 SF, Class A burn building, simulating row house residential, restaurant, retail, hotel, office space, and industrial mill. Features include various stairs, simulators to demonstrate extension, cubicles, and realistic exterior obstacles, such as curbs, sidewalks, street signs, and overhead power lines.

Section E: Resumes for Key Personnel Proposed for the Contract

12. Name	13. Role In This Contract	14. Years Of Experience	
		a. Total	b. With Current Firm
Jeremy D. Jones, E.I.T. Associate	Burn Building Designer	17	17

15. Firm Name and Location: *(City And State)*
Elliott, LeBoeuf & McElwain (Springfield, VA)

16. Education:	17. Professional Registration:	18. Other Professional Qualifications:
B.S. Architectural Engineering, The Pennsylvania State University	E.I.T. in Pennsylvania	Lead Designer for award-winning Fairfax County Burn Building.

19. Relevant Projects

a.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
New Haven Regional Fire Training Academy Expansion (New Haven, CT)	2011	2011	X

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Burn Building Designer for new, 2-1/2 story Class A burn building with a gable roof and flat roofs at three levels. It simulates residential, including basement and attic, as well as center hallway commercial occupancies. There are interior and exterior stairs, cellar steps, and a temperature monitoring system.

b.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Loudoun County Fire & Rescue Training Center Expansion (Leesburg, VA)	2007	2007	X

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Burn Building Designer for expansion to the existing 1991 fire training facility, including a new 8,200 square foot Class A burn building. The burn building simulates residential, commercial, & apartment configurations. It includes various roof levels and pitches, simulated fireplace and chimney, and other training challenges.

c.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Reading Berks Fire Training Center Burn Building (Reading, PA)	2005	2005	X

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Designer for new 17,000 SF, Class A burn building, simulating row house residential, restaurant, retail, hotel, office space, and industrial mill. Features include various stairs, simulators to demonstrate extension, cubicles, and realistic exterior obstacles, such as curbs, sidewalks, street signs, and overhead power lines.

d.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Chesterfield County Public Safety Training Center (Chesterfield, VA)	2006	2006	X

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Burn Building Designer for two new burn buildings and arson training building. One burn building utilizes Class A fuels while the second burn building has gas-fired training systems (LP props). The Class A Burn Building includes unique features, such as a sheetrock pull-down station, breach wall, and ventilation props.

e.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Burn Building Evaluations (50 Locations throughout United States)	1998-2014	N/A	X

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

Field engineer for structural evaluations of existing burn buildings and training towers located in more than a dozen states, including the existing burn building in Fairfield, CT. Existing structures have included Class A and Class B burn buildings, ranging from one to 40 years old, and up to 17,000 square feet.

Section E: Resumes for Key Personnel Proposed for the Contract

12. Name	13. Role In This Contract	14. Years Of Experience	
		a. Total	b. With Current Firm
Benjamin Wheeler	Landscape Architect	16	6

15. Firm Name and Location: *(City And State)*
Design Professionals, Inc. (South Windsor, CT)

16. Education:	17. Professional Registration:	18. Other Professional Qualifications:
BSLA, The Ohio State University	RLA CT #1064	N/A

19. Relevant Projects

a.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Bolton High School (Bolton, CT)	2010	2011	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

DPI provided land surveying, civil engineering, and landscape architecture services for the renovation and expansion of Bolton High School, including a complete redesign of the parking lots and pedestrian walkways. Mr. Wheeler was the lead Landscape Architect for the Project.

b.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
South Windsor High School (South Windsor, CT)	2012	2012	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

DPI provided land surveying, site plans, and specifications for the upgrade of the South Windsor High School grounds and facilities to meet ADA and other accessibility requirements. Mr. Wheeler was the Project Manager and Landscape Architect for the project.

c.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Nutmeg Village (South Windsor, CT)	2013	N/A	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

DPI provided complete civil engineering, land surveying, traffic engineering, and landscape architectural services for Nutmeg Village. This development includes six industrial lots with 155 multi-family units on ¾ mile of new private streets designed to Town standards, including a clear-span stream crossing. Mr. Wheeler was the Project Manager and Landscape Architect for the project.

d.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
The Old Talcott Mill (Vernon, CT)	2013	N/A	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

DPI provided complete civil engineering, land surveying, traffic engineering, and landscape architectural services for the adaptive reuse of an historic mill building located between Hartford Turnpike and Main Street. Mr. Wheeler was the Landscape Architect for the project.

e.

(1) Title and Location *(City and State)*	(2) Year Completed		
	Professional Services	Construction *(If Applicable)*	Project with Current Firm
Choate Rosemary Hall (Wallingford, CT)	2013	2013	☒

(3) Brief Description *(Brief Scope, Size, Cost, Etc.)* and Specific Role

DPI has provided services for several projects throughout the campus of Choate Rosemary Hall. Mr. Wheeler was the lead Landscape Architect for all of those projects.

4. QUESTIONNAIRES

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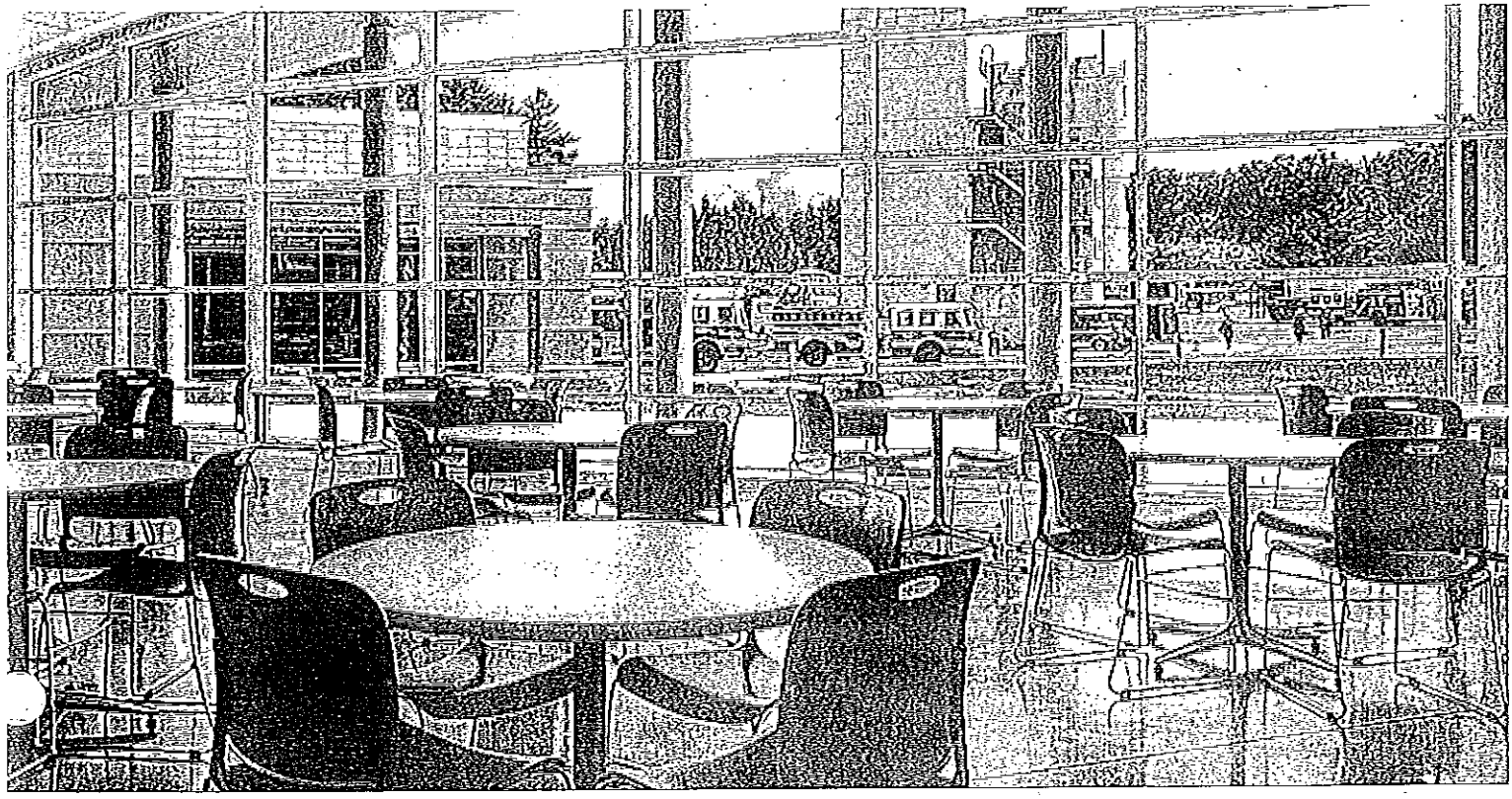
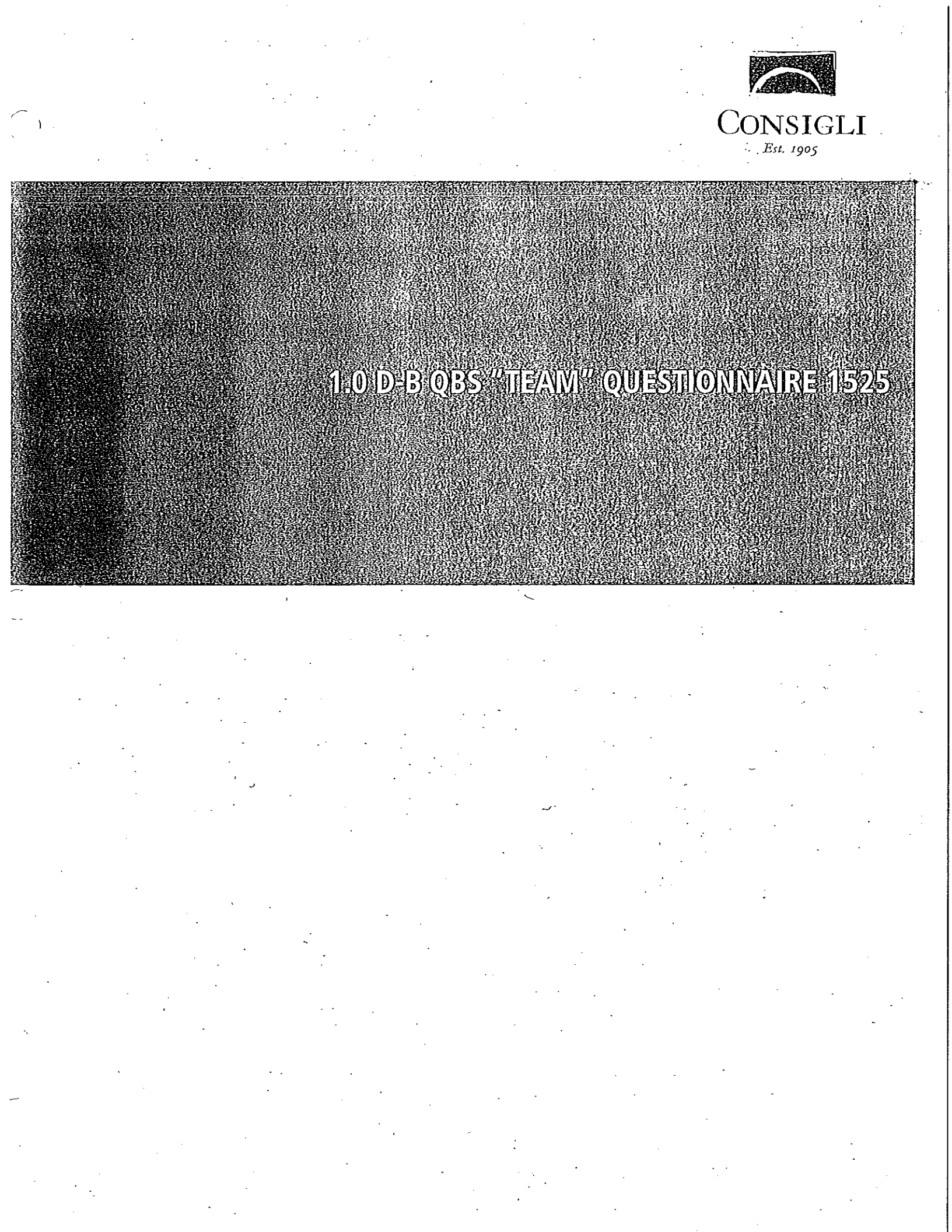


On the following pages we have included a copy of each questionnaire from the QBS Submittal Booklett Supplemental:

- **1.0** – D-B QBS "Team" Questionnaire 1525
- **2.0** – D-B QBS "Builder" Questionnaire 1530
- **3.0** – D-B QBS "Designer" Questionnaire 1535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1.0 D-B QBS "TEAM" QUESTIONNAIRE 1525

DCS Contract Number:	BI-FP-14-DB
DCS Contract/Project Title:	Renovation of Fairfield Regional Fire School
Firm Name:	Consigli Construction Co., Inc.
Firm Address:	100 Allyn Street Hartford, CT 06103
Instructions:	The QBS DB "Team" Questionnaire contains questions that are not project-specific but are intended to provide CT DCS with information about the qualifications of the entire Design-Builder's "Architecture/Engineering Design and Construction Team". **The Questionnaire must be answered as completely and concisely as possible.** No more than one QBS DB "Team" Questionnaire per Design-Builder can be submitted. If necessary use an attachment to answer any question and reference the question number. Insert one (1) completed copy of a **QBS DB "Team" Questionnaire (1513)** behind the QBS DB "Team" Questionnaire, **Division 13 Tab** of each of the two (2) **QBS Supplemental Submittal Booklets for DB Services.**

1. **Describe the nature of the entire Design-Build (DB) Team. Response shall include the following:**
   - 1.1 **Will your firm be providing sole services or be part of a team?**
     Consigli Construction Co., Inc. (Consigli) and Dore & Whittier Architects, Inc. (Dore & Whittier) will partner in the design/build effort for this project, with Consigli acting as team principal.
   - 1.2 **Name the principal who will be representing the entire team.**
     Michael Walker, LEED AP, Area Manager, Consigli, Hartford, Connecticut

2.0 **What past experiences does this DB firm have in working with public agencies?**
Both Consigli and Dore & Whittier have extensive experience working with a variety of public agencies across New England. Most relevant to this project, our firms recently partnered on the design and construction of Avery Elementary School in Dedham, Massachusetts; expansion and renovation of King Philip High School in Wrentham, Massachusetts; and renovation and addition to Ayer Shirley High School in Ayer, Massachusetts.

3.0 **Has your firm ever been involved in litigation with a governmental agency over a project you worked on or were not chosen for? If yes, explain.**
No.

4.0 **Briefly describe your firm's current workload and the status of each project. Submit a completed Project Information Form (last page of this questionnaire) with this QBS DB "Team" Questionnaire for each project.**
Consigli has limited our current workload to those projects we have currently committed to managing out of our Connecticut office. A completed Project Information Form is provided for each of our current projects, as well as Dore & Whittier's current projects.

5.0 **List any recognition awards your firm has received.**
The following are partial listings of awards Consigli and Dore & Whittier have received, both for our projects and our companies:

CONSIGLI
2014 Hartford Business Journal
#1 Best Place to Work – Large Company Category

Hartford Preservation Alliance Preservation Award
Wadsworth Atheneum Museum of Art

Marvin M. Black Award for Excellence in Partnership
Lt. Michael P. Murphy P-370 Combat Pool, 2009
Worcester Technical High School, 2007
University of Lowell Campus Recreation Center, 2003

Engineering News-Record (ENR)
Ranked #81 among top 400 construction management firms nationwide

ENR
Annually ranked in the national Top 100 Green Contractors

Massachusetts Housing Investment Corporation
Excellence in Community Development

Alliant Build America Award
New York State Capitol Building

DORE & WHITTIER
Fire Chief Station Style Awards – Bronze Medal for Career Stations
White Street Fire Station No. 3, Springfield, MA

FIERO Honor Award
White Street Fire Station No. 3, Springfield, MA

Fire Chief Station Style Awards
Williston, VT Fire Headquarters

FIERO Honor Award
Williston, VT Fire Headquarters

American School & University's Architectural Portfolio – Outstanding Design
King Philip Regional High School

6.0 **List all OSHA violations/penalties in the past 10 years.**
Consigli holds our management accountable for accidents, as well as productivity, costs, schedule, and quality, which is how we maintain an EMR well below the industry average with minimal OSHA violations. Over the past 10 years, Consigli has experienced a small number of OSHA violations, most of which were deemed "other than serious;" for all of these citations, Consigli experienced no fines or minimal fines. A listing of these citations are provided below.

OSHA VIOLATIONS/PENALITIES
Metrowest YMCA, Summer Day Camp Lodge, Hopkinton, MA
OSHA Inspection #314170903 Open/Close Dates: 2/19/10-2/22/10 $1,000 fine
This citation, which is categorized as "other than serious" included bracing the bottom of the pump inch scaffold pole. It was braced at the top per manufactures specs.

The Jackson Laboratory, Repository Center, Bar Harbor, ME
OSHA Inspection #314356064 Open/Close Dates: 4/20/10-6/23/10 $4,125 fine
Employee was seen using cross brace to gain access to an area above. Additionally, area below scaffolding was not barricaded.

Southbridge Middle and High School, Southbridge, MA
OSHA Inspection #313209421 Open/Close Dates: 3/15/11-4/29/11 $0 fine
Incident of daisy chained extension cords was settled as "other than serious".

Margaret Chase Smith Federal Building, Bangor, ME
OSHA Inspection #315572172 Open/Close Dates: 04/28/11 – 5/26/11 $0 fine
A receptacle box was not secured and equipment operation was observed within 10 ft. of power lines. Both of these were settled as "other than serious".

Bigelow Laboratory for Ocean Sciences, East Boothbay, ME
OSHA Inspection #315523167 Open/Close Dates: 04/21/11- 05/31/11 $0 fine
Floor holes were not covered when not in use. This was settled as "other than serious".

MIT E52, Cambridge, MA
OSHA Inspection #315655944 Open/Close Dates: 07/06/11-08/08/11 $5,700 fine
Employee was working from tubular welded scaffold that was not braced properly.

Bowdoin College, Brunswick, ME
OSHA Inspection #515678.015 Open/Close Dates: 06/22/12-08/03/12 $3,960 fine
Improper scaffolding safety. This was settled as "other than serious".

6.1 Describe your firm's safety program/policy.

For Consigli, safety is non-negotiable. We place a strong emphasis on running safe and secure jobsites and are particularly attuned to the safety issues unique to each project. Communication, accountability, planning, and training are key factors in the success of our safety program, which is customized on a project-specific basis. Consigli's Health & Safety Program was founded on three elements:

Management Support: Anthony Consigli, President of Consigli Construction Co. Inc., believes that safety is a key indicator in the overall success of this company. In an effort to expand our safety procedures and program, Anthony sought executive-level buy-in and support. Consigli's Safety Director, Dan Della-Giustina, was the answer. Dan leads a team of seven full-time safety professionals and has spent his entire 28-year career in construction safety roles after earning his Master's degree in Safety and Environmental Management. He is an OSHA 10-Hour Instructor, has achieved his OSHA 30-Hour Certification, and has been a driving force in implementing advanced safety procedures at Consigli, including the requirement for all Consigli Project Executives, Project Managers, and Superintendents to have OSHA 30-Hour training.

Planning for Risk: Risk and safety management is a multi-phased process, starting well before we ever break ground on a project. During pre-construction, our team will complete a detailed risk analysis, by thoroughly reviewing all operations planned for the Fairfield Regional Fire School site. From this analysis, we will develop a Site-specific Safety Plan, supporting our findings and developing solutions to the project risks. We require that all subcontractors provide activity hazard analyses for their specific tasks which are subject to review by our project team and safety department. We also require that all individuals working on our sites possess a minimum OSHA-10 Hour Certification, with all management personnel having at least an OSHA-30 Hour Certification. Consigli provides this OSHA-10 hour training free of charge to all subcontractor, designer and client personnel.

Auditing and Measurement: We have a strong belief that what gets measured gets done. Consigli's safety auditing and measurement program is unique in that we've developed means and methods to hold each member of our project teams personally accountable for the safety of their job sites. All site management personnel receive a monthly report card that factors the scores from daily and weekly safety walks, safety inspections, timely completion of Toolbox Talks, and all paperwork requirements. Team scores are averaged to determine the overall project score, which is reviewed by Consigli's executives on a monthly basis. The more eyes that we have watching the site, the safer we can make it. Each individual working on and managing the site is held fully accountable for their own safety and the safety of those around them.

7.0 Describe innovative approaches in design and construction that your firm has used relating to speed of completion, quality of construction, security, and/or cost containment and how it may apply to projects of similar size and scope to this contract.

OPPORTUNITIES FOR INNOVATIVE PROJECT STRATEGIES

Consigli is recognized for our ability to excel within highly collaborative building team partnerships, with the latest advancements in technology facilitating the most efficient communications and processes possible. We thrive on innovation and embrace opportunities to push the boundaries of conventional thinking and practices to achieve our client's goals.

While Consigli has invested in the most sophisticated systems in the marketplace, we don't believe in technology for technology's sake. We challenge our teams to provide our clients with options for the use of technology and innovative project strategies that will provide quantifiable results that truly add value to the project.

Consigli has experience with projects that involve full BIM-enabled project delivery, team co-location, early engagement of key trades through a design-assist process, and extensive pre-fabrication strategies, such as at our 225 Binney Street project for Alexandria Real Estate Equities, Inc. Are there applicable innovative strategies for Fairfield? Absolutely. But we don't think there is a "one size fits all" approach to project delivery. We will present our recommendations for the tools and processes that we believe will deliver bottom-line benefits to the client team on this complex renovation project.

LEAN CONSTRUCTION

Consigli's implementation of Lean Construction practices is a natural progression of our corporate philosophy of continual improvement and measurement of all processes. With Lean Construction adapting manufacturing best practices to identify opportunities on construction projects to drive out waste, defects and schedule inefficiencies, we are confident that these practices will enable our team to implement highly-disciplined field management procedures. Closely intertwined with our Corporate Quality Control Program, Lean practices strive to eliminate defects that will lead to rework along with waste and inefficiencies associated with manpower utilization, material deliveries/processing, and sequencing of trades in the field.

The commitment to Lean must start at the executive level of the client/design/construction team and be pushed down to all levels of field operations, including all subcontractors and workers on site. With tools like BIM, Primavera P6 and web-based project management tools supporting Lean processes, the success of a project-specific program really depends on human behavior and the willingness to shift from the status quo. It involves a high level of accountability and the use of mutually agreed upon metrics. The team buy-in to the process should come from the fact that less waste and greater efficiency is a "win" scenario for all involved:

The client team benefits from enhanced quality control, schedule predictability and more efficient general conditions.

The design team will benefit from a more efficient Construction Administration process, streamlined punchlist process and a high level of quality in the completed project.

Subcontractors are more profitable and motivated on projects with efficient scheduling and clearly-defined quality procedures to eliminate rework.

Consigli benefits through a combination of all these factors to deliver a smooth and efficient construction process and levels of finished quality that will exceed the expectations of the client team.

Consigli is currently utilizing Lean Construction practices on the $50 million Sheehan Hall project at Worcester State University (WSU), with Project Executive Todd McCabe leading our team. Lean practices are being championed by the client team to ensure that all schedule milestones are achieved and a high level of quality is maintained within a very aggressive 16-month construction schedule.

To establish clear goals and objectives for the Lean process, the WSU client team recently hosted a kick-off meeting facilitated by an outside consultant to establish a strong foundation for the program. Meeting participants included Principals, Executives and the on-site construction teams from the client team, owner's project manager, design team and Consigli to gain team buy-in and develop mutually-agreed upon metrics for project success. This meeting will be followed by a series of Pull Planning sessions (schedule summits) and the establishment of the Last Planner System, which will involve a very structured 10-month meeting schedule with the subcontractors, with the intent of building efficiencies, educating team members and creating a more collaborative approach to the construction implementation plan.

It will be Consigli's role to drive these processes with the subcontractors and their crews on site. The goals of the program will be clearly communicated in the procurement process and will be reinforced with pre-operations and weekly meetings with the trade foremen during construction. Progress will be monitored by ongoing field inspections and verification through the BIM 360 system.

USE OF A BIM JOB BOX

To gain the maximum benefit of BIM in the field, Consigli proposes to provide a BIM Job Box for the Fairfield renovation. The Job Box includes a 55' monitor to display realistic, accurate representations of the coordination models to the trades in the field. It also features an interactive camera to facilitate discussions between the site office and field.

With this field collaboration tool, BIM Coordinator Danielle Arciero will work with the trade foremen to show constructability details and any potential trade conflicts through real-time mark-ups on the screen. She can also snap dimensions directly from the models to expedite processes. After any specific field question is addressed, there is a printer on the machine to provide individual crew members with constructability details.

We are confident that the use of a BIM Job Box will benefit the project with schedule efficiencies and greater level of quality control.

DEVELOPMENT OF A FACILITIES MAINTENANCE (FM) MODEL

The traditional definition of a successfully completed project used to be when the contractor turned over reams of project data in Operations & Maintenance manuals in massive three-ring binders to the client team. These were proudly delivered in large cardboard boxes to the facilities maintenance department. And in many cases, that's probably where most of the information stayed. This approach is not exactly user friendly, nor does it capitalize on the operational opportunities that current BIM technology presents.

Consigli proposes to develop a FM Model through the BIM 360 system. At the beginning of the project we can define which systems and project components that will be useful to the client team in the completed FM Model.

BIM 360 uses a bar coding system to centralize all project information in one location that is accessible via an IPad. Working from coordination models in the construction phase, targeted building components will be tagged to capture all relevant project data including manufacturer, installer, install dates, commission dates, model numbers, serial number maintenance schedules, warranty information, Operations & Maintenance procedures, and checklists for the maintenance log. We can also embed training videos within the FM Model.

Consigli recently completed a 200,000 sq. ft. corporate headquarters for Unum Insurance that included an FM Model with the following components:

- M/E/P equipment and systems
- Plant equipment, including chillers and boilers

- Light fixtures
- Interior finishes including doors, carpeting, tiles, and ceiling tiles
- Training videos on operations & maintenance

Consigli turned over the completed BIM 360 FM Model to Unum who integrated this data into their established Archibus facility maintenance system.

DESIGN-ASSIST AND PREFABRICATION

We believe it would be beneficial to explore the potential benefits of the early engagement of key subcontractors through a design-assist process. Based on our current knowledge of the design, we anticipate the potential use of design-assist with the M/E/P trades. On past projects, we have procured design-assist subs on a competitive GMP process with a fee to complete the design in their trade. During the design process, they are managed within a "mini-GMP" which is converted to a lump sum contract within the overall GMP once the design is complete. Understanding the scope issues on this project, it will be important to tap into as many resources as we can to maximize the amount of work we can put in place for the assigned budget. Having a design/assist partner at the table early will enhance our ability to analyze different techniques, products and approaches to ensure the infrastructure receives the same attention as the finishes.

USE OF 3-D LASER SCANNING TO UNDERSTAND EXISTING CONDITIONS:

With the vast majority of Consigli's campus projects involving the renovation, reuse or expansion of existing facilities, we are continually exploring new methods and technologies to enhance the process and better manage our client's risks. Of particular relevance is the use of 3-D laser scanning of existing conditions to properly map and understand their impact on the renovation project.

This technology provides a high density scan of existing conditions, with precise quantities and real-world images generated through laser scanning of thousands of data points on both the exterior and interior of the building. This process will allow the Fairfield team to efficiently create a virtual as-built of the existing building. In an effort to help us better understand your building and efficiently communicate the existing conditions of typical areas to key subcontractor team members we would propose to commission a 3-D laser scan of sections of the existing building.

Once engaged, we see 3-D laser scanning as a valuable tool to thoroughly confirm existing conditions and flag areas of the building that warrant further investigation to minimize the risk of concealed conditions. The technology also provides a real-world representation of historic components to precisely replicate or repair architectural features that are deemed important to the project. We recently utilized this process on an occupied school renovation project to analyze above ceiling conditions. The images allowed Consigli and the design team to pre-coordinate above ceiling utility runs prior to the subcontractors being on the team. More importantly, it allowed for us to map these conditions early in the design process while the school was in session with no more than a 2x2 hole cut in to the drywall ceiling in several locations, thus minimizing disruption of operations and reducing cost and schedule risk associated existing conditions obstructions.

Finally, the 3-D laser scan can be integrated into the project Revit Model through the Navisworks software. Again, this technology can be used in the pre-construction process to demonstrate construction phasing options in tightly congested areas and also provide a virtual mock-up of various approaches and options to the bedroom designs.

Consigli is a leading construction manager, general contractor and fourth-generation self-builder. With more than 300 skilled carpenters, masons, and laborers on staff, we offer you the best of both worlds – the advanced systems and services of a leading construction manager backed by a hands-on builder's approach. Consigli was named the #1 "Best Place to Work in Connecticut" as surveyed by the Hartford Business Journal. Our entire team and project leaders bring an unparalleled passion and commitment to the Town of Fairfield.

Our scheduling manager will work closely with our project team to maintain and update the Master Project Schedule on a regular basis. He will serve as a scheduling advisor throughout construction to provide third-party oversight and flag any issues that need to be addressed to achieve project milestones. He will also ensure critical items such as in-progress activities, completed activities, and schedule milestones are being monitored. This checklist will be reviewed weekly during the construction phase. This process will enable Consigli to identify any potential impacts to schedule and budget and quickly implement recovery and mitigation plans. In addition, the team will use the following scheduling tools to keep all trades on track to achieve every milestone:

4-Week Look Ahead Schedules: A 4-Week Look Ahead Schedule will be prepared and updated on a weekly basis. This focused schedule will directly relate to the Master Project Schedule but will provide more daily detail and will highlight such items as deliveries, client events, manpower changes, and other special activities. The 4-Week Look Ahead Schedule will be reviewed with the entire team on a weekly basis to ensure full understanding of upcoming work and how it affects other team members. At the beginning of each month, Consigli will identify important project milestones that are to be achieved that month. As part of a company-wide scheduling initiative, the project team will be held accountable to achieve 100% of all milestones set.

Procurement Tracking: Consigli will prepare a Material Lead Time Tracking Report to identify the fabrication and delivery requirements for all materials to be used on the project. Each item will be assigned a "need-by" date. Fabrication, delivery, and submittal/shop drawing review durations will be added and the required procurement dates will be established. Consigli will efficiently manage the material procurement process to identify potential challenges early on and prevent delays to critical path activities.

In regards to cost containment, Consigli produces comprehensive monthly reports to keep the client team apprised of the progress of the project. This report includes an executive summary, cost summary, schedule update, change management update, submittals, RFIs and progress photos.

Project job costs will be presented on a monthly basis, including the adjusted budget, job-to-date, on-order costs and pending costs. Project Manager Adam Gordon, EIT, LEED AP, will review the Monthly Cost Report with you on an item-by-item basis as a disciplined process to maintain the budget. Adjustments to the budget are made only with your knowledge and acceptance, through approved change orders. Monthly requisitions for payment are submitted on a standard AIA requisition form, based on a detailed, team-approved schedule of values with backup as necessary.

Consigli holds our subcontractors accountable. For any change orders other than owner-requested changes, Consigli will immediately notify all parties of the potential change. If we "rubber stamp" a change order we are not doing our job. Our team will open the drawings to evaluate the validity of the issue in detail. Then we will review their contract to see what is included in their scope. Our change order filtering process will include many team members including our Project Manager, Superintendent, and often our Purchasing Manager. If we consider the issue to have merit, the costs will be reviewed and the subcontractor will be requested to provide the necessary cost and schedule backup to support the request. After a thorough review of the proposed scope of work and associated costs, the issue will be presented to the architect and client along with our recommendation. All changes will be tracked using our Timberline Project Management software on our Proposed Change Order Log that is updated and presented at every weekly project meeting.

8.0 Describe your firm's experience and capabilities in the following areas:

8.1 Energy conservation:

Consigli is considered a leader in sustainable design and construction practices with over 75 LEED APs on staff, which represents 78% of our project management staff. We have built over 36 LEED Certified or otherwise sustainable projects to date. We have an extensive pre-qualified list of subcontractors and suppliers from successful LEED projects and bring a strong understanding of all aspects of sustainable design and construction, from estimating to the field. We have developed an entire program dedicated to sustainability including a database of subcontractors and suppliers and a full library of proven LEED forms and tracking documents. Consigli maintains a full-time sustainability coordinator, and is also annually ranked in ENR's National Top 100 Green Contractor.

Dore & Whittier takes a proactive look at energy efficiency and sustainability in all of its design projects and encourages clients to consider the many benefits of "green design." Dore & Whittier has 16 LEED APs on staff. In addition to its numerous projects that have incorporated green elements and energy efficiency improvements, the Dore & Whittier staff has been involved in leadership roles related to the development of energy-related design criteria.

8.2 Indoor air quality:

Air quality effects long term worker attendance and is an important part of workplace health. There is a balancing act between fresh air supply and energy conservation. This can be handled with heat wheels and heat exchangers to remove heat from the air exiting the building and used to warm or cool the fresh air coming into the building. It is also essential to use building materials and furnishings that have low VOC content and minimal off gassing.

Consigli implements the following indoor air quality preservation measures on every project:

- Seal ventilation systems prior to putting the systems into operation to protect from dust and debris
- Provide temporary filter media of adequate MERV ratings at fan sections and at return air grilles during start-up of systems and during building flush-out
- Utilize low-VOC products wherever possible, and provide adequate ventilation when VOC materials are being utilized
- Sequence work to permit off-gassing of products such that the off-gassing occurs prior to the installation of absorptive finishes and will not impact occupancy
- Obtain verification from the designers that the ventilation systems are in accordance with ASHRAE 62-1999 for minimum ventilation rates and locations of air intakes
- Maintain adequate housekeeping procedures to prevent the accumulation of construction dust and debris mobilize to the project site and the construction phase would commence.

Our teams is also experienced with the goals and procedures of LEED guidelines including protecting groundwater, controlling erosion, reducing energy consumption and maintaining air quality.

8.3 Technology integration:

Consigli's BIM tools include Revit, NavisWorks, SketchUp, and ArchiCAD, enabling us to deliver complex coordination models, 4D construction sequences, model-based quantity takeoffs, and information rich as-built models. We can use BIM for Advanced Bill of Materials, virtual mock-ups, 3D clash detection, schedule, and 3D logistics and sequencing, and facilities management benefits.

BIM 360 is a web-based platform that provides a method to maintain a mobile library of the latest project documents, including drawings, specifications, and reports, pre-loaded on a tablet. It allows our team to capture field information on a variety of documents such as punch lists, deficiency logs, commissioning data, and safety reports in real time.

With regard to the Class A burn building, there are several companies that manufacture thermal

linings, temperature monitoring systems, and other products for burn buildings. Our team has comprehensive knowledge of these products and manufacturers from previous project experience, attending national fire trade shows each year to stay current on the latest products and technology, and other methods. We know the pros and cons of the products, their relative costs, which products have been discontinued, which are new, and how to design around the products to achieve long-term life cycle savings.

8.4 Construction Quality Standards:
Quality is the lasting impression of our performance as your Construction Manager. Consigli takes this responsibility seriously and will bring a strong sense of accountability to exceed, your quality goals. Quality is not an after-thought at Consigli. It requires extensive up-front planning and a detailed approach with systems, precise reporting, third-party testing, and clear team responsibilities, with checks and balances throughout the process.

Consigli's corporate-wide Construction Quality Control (CQC) Plan is modeled on the stringent construction quality requirements of the U.S. Army Corps of Engineers. We have customized our comprehensive program to include the development of a site-specific CQC Plan that is reviewed, approved, and monitored by Consigli's Corporate Quality Team. Rich Babyak, our proposed Superintendent, will work with other members of our project team throughout construction, with a focus on quality, and the program will be clearly communicated to subcontractors during a Pre-operations Meeting which includes:

- Definable Features of Work (DFW) that are critical to the overall quality of your building. These areas of scope are included in a Definable Features of Work Tracking Log to monitor, test, and verify compliance through three phases of quality control into final completion.
- Zero Defects Plan (ZDP) to achieve zero defects at the time of substantial completion. The ZDP requires 100% participation of the subcontractors and is written into all standard subcontractor agreements. This program includes a weekly Team Quality Walkthrough to inspect the quality of work as it is being put in place in the field. Any deficiencies are flagged in a deficiency log for timely correction by the involved trades.

9.0 Which services will you perform in-house and which services will you sub-contract?
With more than 350 skilled masons, carpenters, and laborers on staff, Consigli has the capability to self-perform a number of key trades, including rough and finish carpentry, masonry, demolition, and foundations. For any trades that can potentially be self-performed, Consigli will competitively bid our own workforces against third-party subcontractors to ensure we obtain the most competitive pricing. Our project architect, Dore & Whittier, will be our lead design. Elliot, LeBoeuf & McElwain will be responsible for structural engineering and Class A burn facility design, and will be supported by Fuss & O'Neill for site/civil engineering, BVH Integrated Services for M/E/P engineering, CR architecture + design for public safety, Design Professionals for landscape architecture, and Strategic Building Solutions for commissioning.

10.0 Will your firm and your subcontractors provide the owner access to requested information regarding financial transactions, methods of operation and all other records, reports or information about this project? If no, which items will you exclude?
Consigli will facilitate a completely open-book construction process, from award to completion, and will provide the CT DAS with access to any documentation you may need throughout the project.

11.0 Describe how you envision the partnership between State of Connecticut and your firm during the design/build process. Detail your expectations of interaction between the owner and the successful design/build firm.

The approach of the design team is to maximize communication with the users and the owner. This translates as regular, face-to-face meetings where drawings, renderings, videos, and models are discussed to clearly convey the design. This communication improves the design and tailors it specifically to the users. Designing together actually creates a product that is greater than designing alone.

To facilitate a cohesive team partnership from day one, Consigli recommends that all involved project stakeholders participate in a full-day facilitated partnering session early in the process to get the entire team focused on the common goals of the project. This initial partnering session will provide the client team with the opportunity to reinforce the goals that are driving the project, the non-negotiable aspects of this world-class research facility as well as the constraints of the budget and schedule to give clear direction to the team.

- Anticipated goals for the session
- Meeting all involved stakeholders in the project team; understanding roles and responsibilities
- Understanding CT DAS decision-making process for the project
- Establishing effective methods of team communication – meetings, collaborative web sites, and project reporting
- Open discussion of potential project risks and possible solutions
- Defining project success factors
- Establishing a Project Mission Statement
- Brainstorming on target goals for the Design-Build team to exceed the expectations of the Design-Build client team
- Process for quick resolution of any project or team issues

12.0 Explain why the State of Connecticut should select your team to provide Design-Build services for this Project.

Consigli and Dore & Whittier are confident we are the right team to manage the challenging design/build renovation of the Fairfield Regional Fire School. As previously mentioned, our firms established an outstanding working rapport on the construction of the Avery Elementary School in Dedham, Massachusetts, modernization and expansion of King Philip High School in Wrentham, Massachusetts, and renovation and addition to Ayer Shirley High School. These directly relevant projects demonstrate our ability to work closely together on challenging, budget-sensitive public projects effectively and efficiently. With our team, there will be no learning curve. Additionally, Consigli is very accustomed to the unique relationship required between the design and construction teams on design/build projects. Together, we take a hands-on approach to the design and construction process, where the entire team meets to discuss and solve issues together, ensuring all parties are on board with complex decisions.

Consigli and Dore & Whittier have significant experience with fire training facilities. Consigli constructed an expansion for the Fire Services Academy in Stow, Massachusetts, which involved full renovations of the Department of Fire Services existing campus headquarters and construction of a new storage facility, training building, and administration building. Furthermore, Dore & Whittier is the Architect of Record for the Massachusetts Division of Capital Asset Management for the Department of Fire Services, and has provided design services for multiple facilities throughout Massachusetts. The firm also maintains a five-year on-call contract with the Department of Fire Services.

13.0 Submit any other relevant information that will assist the reviewers in evaluating the team's qualifications to design and build the facility.

N/A

Project Information Form

Required Attachment
Use one Attachment for each project as required by the QBS DB "Team" Question.

Consigli Construction Co., Inc.	4.0
Submitting Firm's Name	*QBS DB "Team" Question Number*

Project Name: University of New Haven New Residence Hall, West Haven, CT

Start/Completion Date: 8/5/2013 - 08/01/2014

Architect's Name: Design Collective Inc.

General Contractor: Consigli Construction Co., Inc.

Delivery Method: CM at Risk

Architect's Estimated Cost: N/A

Original Construction Cost: $28 Millon

Final Construction Cost: TBD

Total Square Footage: 115,000 sq. ft.

Owner Contact Info: University of New Haven

Name: Lou Annino Jr.

Title: Associate Vice President of Facilities

Entity Name: University of New Haven

Address: 300 Boston Post Rd, West Haven, CT 06516

Phone: (203) 932-7153

Email: lannino@newhaven.edu

Project Name:	SML Moat Bridge and Wall Rebuild, New Haven, CT
Start/Completion Date:	TBD
Architect's Name:	Durkee, Brown Vivieros & Werenfels
General Contractor:	Consigli Construction Co., Inc.
Delivery Method:	GMP
Architect's Estimated Cost:	N/A
Original Construction Cost:	$750,000
Final Construction Cost:	TBD
Total Square Footage:	10,000 sq. ft.
Owner Contact Info:	Yale University
Name:	Justin Pezzolesi
Title:	N/A
Entity Name:	Office of Facilities Construction and Renovation
Address:	2 Whitney Avenue, 8th Floor
Phone:	203-436-9477
Email:	Justin.pezzolesi@yale.edu

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2.0 D-B QBS "BUILDER" QUESTIONNAIRE 1530

4.0 RESPONSIBILITY CHAR

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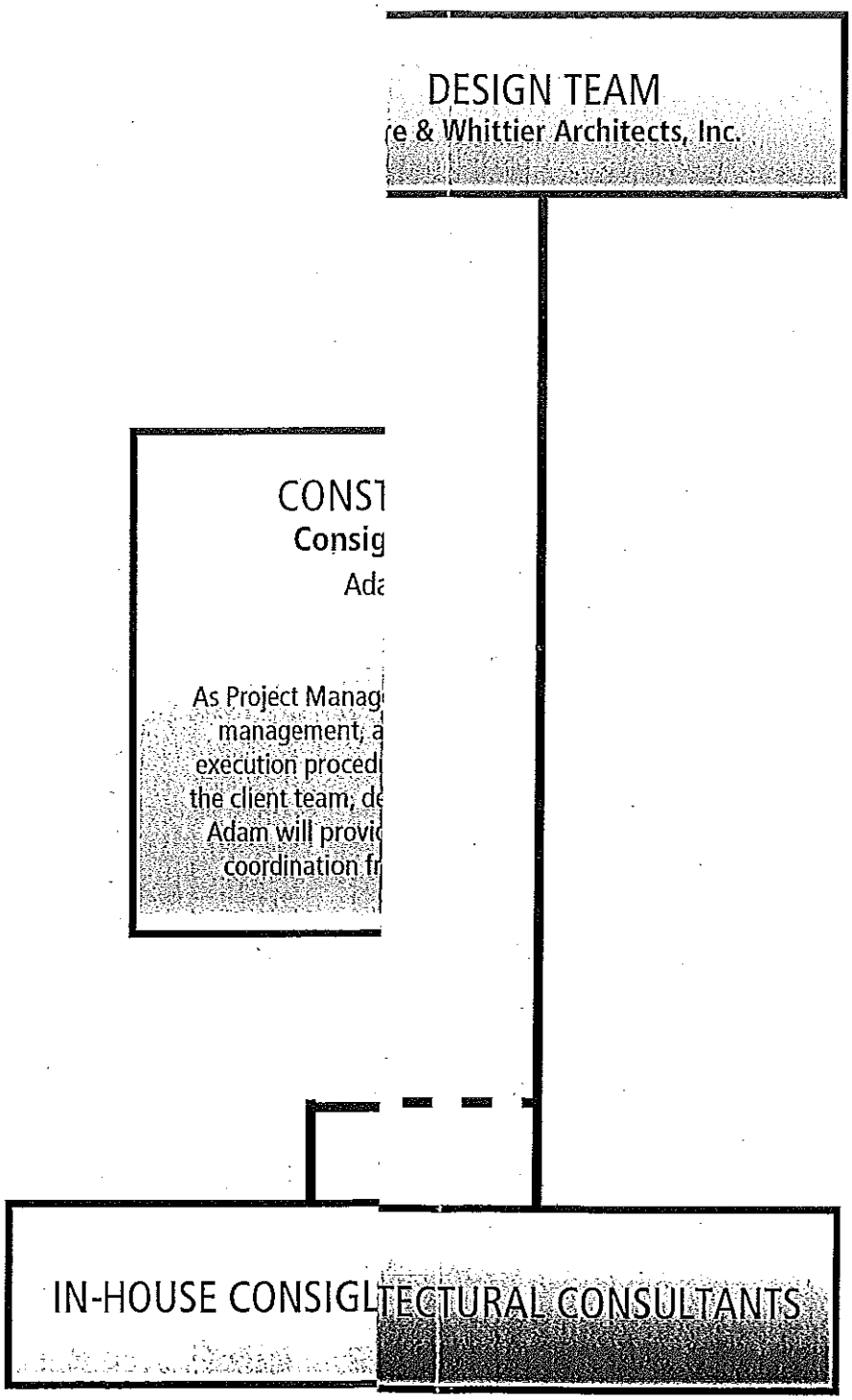
CT DAS, Renovation of Fairfield Regional Fire School



CT DCS Contract Number:	BI-FP-14-DB
CT DCS Contract/Project Title:	Renovation of Fairfield Fire School
Firm Name:	Consigli Construction Co., Inc.
Firm Address:	100 Allyn Street Hartford, CT 06103
Instructions:	The QBS DB "Builder" Questionnaire contains questions that are not project-specific but are intended to provide CT DCS with information about the qualifications of the Design-Builder's "Construction" Team. **The Questionnaire must be answered as completely and concisely as possible.** No more than one QBS DB "Builder" Questionnaire per Design-Builder can be submitted. If necessary use an attachment to answer any question and reference the question number. Insert one (1) completed copy of a **QBS DB "Builder" Questionnaire (1515)** behind the QBS DB Build Questionnaire, **Division 15 Tab** of each of the two (2) **QBS Supplemental Submittal Booklets for DB Services.**

1.0 Provide information about the firm's size and its staffing capability to perform this project in a timely manner.

Consigli Construction Co., Inc. is a $700M construction management and general contracting firm with offices in Hartford, Connecticut; Milford, Massachusetts; Boston, Massachusetts; Williamstown, Massachusetts; and Portland, Maine. We currently staff over 650 employees across all three offices, including salaried employees and over 350 skilled carpenters, laborers, and masons. Though this project will be managed out of our Connecticut office, our proposed team will draw on corporate resources from all three offices to complete this project in a timely and satisfactory manner for the Connecticut Department of Administrative Services.

2.0 Who will be the Project Manager? Provide this person's experience in designing with projects of similar size and scope to this contract and previous design-build experience.

Consigli is proposing Adam Gordon, LEED AP as Project Manager. Adam brings a strong combination of design/build experience, public works experience, and a successful track record with large, complex projects that will make him an ideal choice to serve as Project Manager for the Renovation of the Fairfield Regional Fire School. For additional information on Adam's qualifications and experience, please refer to his resume, attached under Tab 3 "D-B Team Organizational Chart".

3.0 Provide the following information about the other registered professionals employed by your organization. Indicate first those professionals that will be assigned to this project. Submit an attachment with this QBS DB "Builder" Questionnaire for each professional employed by your firm.

- **3.1 Educational background**
- **3.2 Current registrations**
- **3.3 Professional experience, previous firms, and previous projects**
- **3.4 Responsibilities on this project**

Consigli currently has three Professional Engineers on staff as well as three full-time architects and over 75 LEED Accredited Professionals. The professionals assigned to this project's core team include Todd McCabe and Adam Gordon, both LEED Accredited Professionals.

4.0 Provide a responsibility chart with written descriptions showing how your team will interface with the Owner to deliver construction services. Submit an attachment with this QBS DB "Builder" Questionnaire for the responsibility chart for your firm.

Please refer to the attached Responsibility Chart.

5.0 How does your firm document quality assurance and quality control in the construction process and in performance of sub-contractors?
Please refer to the attached document entitled, "Quality Control."

6.0 Please provide, in order of relevance, projects of similar size and scope as required for this contract, that were constructed by your firm. Use the Project Information Form provided. Use a separate form for each facility.
Please see the attached Project Information Forms.

7.0 Please provide the most recent Design-Build projects constructed by your firm. Use the Project Information Form provided (last page of this questionnaire). Use a separate form for each facility.
Please see the attached Project Information Forms.

8.0 Has your firm ever failed to complete a construction project? If yes, please explain.
No.

9.0 List all legal or administrative proceedings currently pending or concluded adversely within the last five years which relate to procurement and/or performance of any public or private construction contract.
Please refer to the attached spreadsheet entitled, "Litigation Proceedings".

5.0 QUALITY CONTROL

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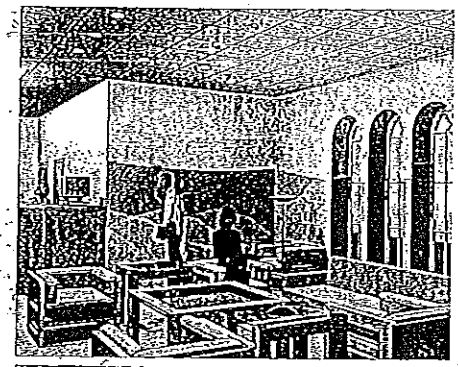

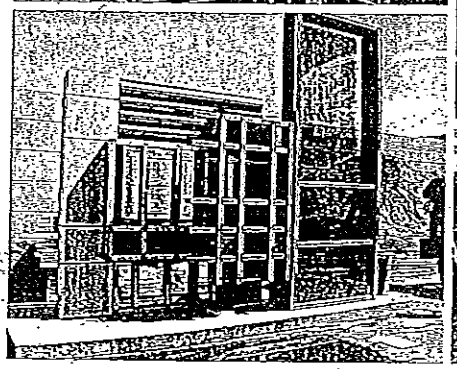

QUALITY IS THE LASTING IMPRESSION OF OUR PERFORMANCE

Consequently, Consigli integrates quality into every project by applying a proven system of meticulous planning and team accountability. We utilize a comprehensive quality management process modeled on global best practices, including the ISO 9000 quality program standards and the stringent construction quality requirements of the U.S. Army Corps of Engineers. As a key part of this companywide process, our team develops a project-specific Construction Quality Assurance/Quality Control Plan (CQA/CQC Plan) for every Consigli client.

The Plan outlines our processes, reporting requirements, training and testing protocols for delivering on the project's quality goals. It provides clear guidance to the project team, subcontractors and suppliers regarding expectations and responsibilities.

The success of the Consigli quality management process is based on consistent and informed up-front planning along with a detailed approach to risk reduction. The entire process is founded on providing clear team responsibilities with checks and balances occurring throughout the process.

Consigli's Quality Management Program utilizes the CQA/CQC Plan to provide a blueprint for all of the varied parties involved in the design and construction of each project, ensuring that the quality of the final building achieves the client's vision.

PROJECT-SPECIFIC QA/QC PLAN

- **PRE-CONSTRUCTION KICK-OFF WORKSHOP**
  Preliminary discussion defining project goals & objectives for the CQA/CQC Plan
- **TEAM RESPONSIBILITIES MATRIX**
  Shows individual & collective responsibilities for each team member
- **PRE-PLANNING PEER REVIEWS**
  Reviews for constructability, value engineering, scheduling, & quality innovation opportunities
- **PRE-OPERATIONS MEETINGS**
  Reinforce all related safety & quality requirements with follow-up inspections
- **MATERIAL VERIFICATION**
  Deliveries to the site are checked to match the approved submittal product data & tracked in the Material Verification Log
- **ZERO DEFECTS PROGRAM (ZDP)**
  Consigli's goal to achieve zero defects in construction at the time of substantial completion

QUALITY MANAGEMENT

Each CQA/CQC Plan is reviewed, approved and monitored by Ken Amano, LEED AP BD+C, Consigli's Corporate Quality Manager.

KEN AMANO, LEED AP BD+C
CORPORATE QUALITY MANAGER

Project Information Form

Required Attachment
Use one Attachment for each project as required by the QBS DB "Builder" Question.

Consigli Construction Co., Inc.	6.0
Submitting Firm's Name	*QBS DB "Builder" Question Number*

Project Name:	Massachusetts Division of Capital Asset Management, Department of Fire Services Academy Expansion
Start/Completion Date:	August 2006/June 2011
Architect's Name:	DiMella Shaffer Architects
General Contractor:	Consigli Construction Co., Inc.
Delivery Method:	CM at Risk
Architect's Estimated Cost:	N/A
Original Construction Cost:	$34.2 million
Final Construction Cost:	$35.8 million
Total Square Footage:	86,000 sq. ft. (new construction), 38,000 sq. ft. (renovation)
Owner Contact Information:	Massachusetts Division of Capital Asset Management
Name:	Ron Ferrara
Title:	N/A
Entity Name:	Massachusetts Division of Capital Asset Management
Address:	1 Ashburton Place, Boston, MA 02108
Phone:	617-727-4050
Email:	N/A

End of QBS DB "Builder" Questionnaire 1515

Project Information Form

Required Attachment
Use one Attachment for each project as required by the QBS DB "Builder" Question.

Consigli Construction Co., Inc.	6.0
Submitting Firm's Name	*QBS DB "Builder" Question Number*

Project Name:	Town of Dedham, Avery Elementary School
Start/Completion Date:	October 2010/March 2012
Architect's Name:	Dore & Whittier Architects, Inc.
General Contractor:	Consigli Construction Co., Inc.
Delivery Method:	CM at Risk
Architect's Estimated Cost:	N/A
Original Construction Cost:	$18.2 million
Final Construction Cost:	$19.4 million
Total Square Footage:	61,000 sq. ft.
Owner Contact Information:	Town of Dedham, Avery Elementary School
Name:	June Doe
Title:	N/A
Entity Name:	Town of Dedham
Address:	100 Whiting Avenue, Dedham, MA 02026
Phone:	781-326-5622
Email:	N/A

End of QBS DB "Builder" Questionnaire 1515

Project Information Form

Required Attachment
Use one Attachment for each project as required by the QBS DB "Builder" Question.

Consigli Construction Co., Inc.	6.0
Submitting Firm's Name	*QBS DB "Builder" Question Number*

Project Name:	King Philip Regional School District, King Philip High School
Start/Completion Date:	April 2005/September 2007
Architect's Name:	Dore & Whittier Architects, Inc.
General Contractor:	Consigli Construction Co., Inc.
Delivery Method:	Lump Sum Bid
Architect's Estimated Cost:	N/A
Original Construction Cost:	$42.0 million
Final Construction Cost:	$44.2 million
Total Square Footage:	216,000 sq. ft.
Owner Contact Information:	Town of Dedham
Name:	Claire Sullivan
Title:	Principal (former Head of School Building Committee)
Entity Name:	Town of Dedham
Address:	100 Whiting Avenue
Phone:	781-326-5622
Email:	N/A

End of QBS DB "Builder" Questionnaire 1515

Project Information Form

Required Attachment
Use one Attachment for each project as required by the QBS DB "Builder" Question.

Consigli Construction Co., Inc.	6.0
Submitting Firm's Name	*QBS DB "Builder" Question Number*

Project Name:	Ayer Shirley Regional School District, High School Renovation
Start/Completion Date:	November 2012/Ongoing
Architect's Name:	Dore & Whittier Architects, Inc. (Owner's Project Manager) Symmes Maini & McKee Associates
General Contractor:	Consigli Construction Co., Inc.
Delivery Method:	Lump Sum Bid
Architect's Estimated Cost:	N/A
Original Construction Cost:	$4.7 million
Final Construction Cost:	TBD
Total Square Footage:	130,000 sq. ft.
Owner Contact Information:	Ayer Shirley Regional School District
Name:	Carl Mock
Title:	Superintendent
Entity Name:	Ayer Shirley Regional School District
Address:	115 Washington Street, Ayer, MA 01432
Phone:	978-772-8600 ext. 1507
Email:	N/A

End of QBS DB "Builder" Questionnaire 1515

Project Information Form

Required Attachment
Use one Attachment for each project as required by the QBS DB "Builder" Question.

Consigli Construction Co., Inc.	6.0
Submitting Firm's Name	*QBS DB "Builder" Question Number*

Project Name:	Naval Facilities Engineering Command, Lt. Michael P. Murphy P-370 Combat Pool
Start/Completion Date:	January 2008/February 2009
Architect's Name:	SMRT, Inc.
General Contractor:	Consigli Construction Co., Inc.
Delivery Method:	Design/Build
Architect's Estimated Cost:	N/A
Original Construction Cost:	$4.0 million
Final Construction Cost:	$4.0 million
Total Square Footage:	11,280 sq. ft.
Owner Contact Information:	Naval Facilities Engineering Command
Name:	Brian Kronsberg
Title:	FEAD Project Engineer
Entity Name:	Facilities Engineering & Acquisition Department
Address:	1 Simon Pietri Drive, Newport, RI 02841-1705
Phone:	401-841-7622
Email:	

End of QBS DB "Builder" Questionnaire 1515

Project Information Form

Required Attachment
Use one Attachment for each project as required by the QBS DB "Builder" Question.

Consigli Construction Co., Inc.	6.0
Submitting Firm's Name	*QBS DB "Builder" Question Number*

Project Name:	University of Connecticut, Storrs, Storrs Hall, Widmer Wing, School of Nursing
Start/Completion Date:	October 2010/March 2013
Architect's Name:	Tai Soo Kim Partners
General Contractor:	Consigli Construction Co., Inc.
Delivery Method:	CM at Risk
Architect's Estimated Cost:	N/A
Original Construction Cost:	$9.6 million
Final Construction Cost:	$9.6 million
Total Square Footage:	35,500 sq. ft. (renovation), 15,8000 sq. ft. (new construction)
Owner Contact Information:	University of Connecticut, Storrs
Name:	Brian Gore
Title:	Director of Project and Program Management
Entity Name:	University of Connecticut, Storrs
Address:	31 LeDoyt Road, Unit 3038, Storrs, CT 06269-3038
Phone:	860-486-5759
Email:	Brian.gore@unconn.edu

End of QBS DB "Builder" Questionnaire 1515

9.0 LITIGATION PROCEEDINGS

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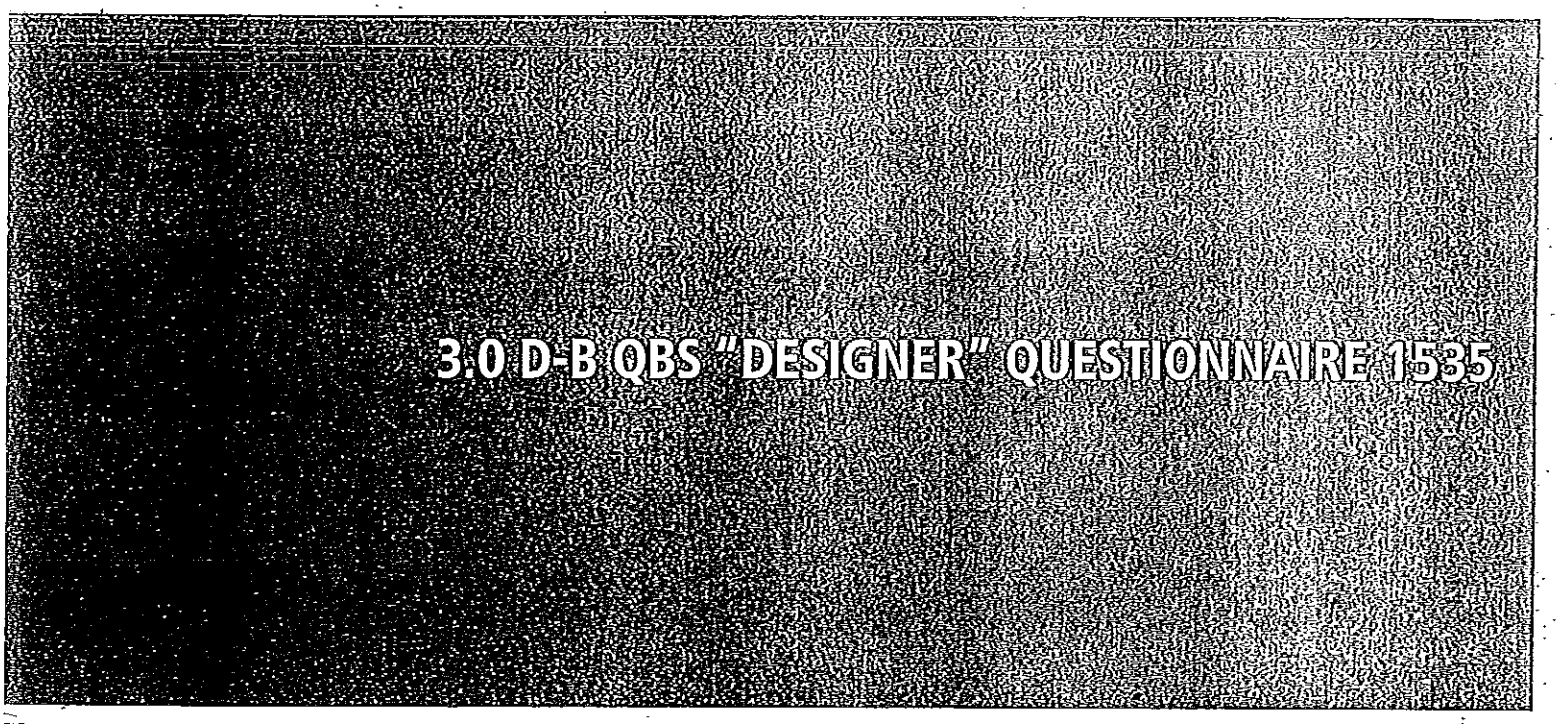
Project Name, Location, & Owner	Case Caption	List All Parties	Location of Proceeding	Description of Dispute	Start/End Dates	Status & Outcome
Worcester Vocational High School Worcester, MA City of Worcester	Century Drywall Inc. v Consigli Construction Co., Inc. et al	Century Drywall Inc. Consigli Construction Co., Inc. Federal Insurance O'Connor Constructors, Inc. Consigli-O'Connor, JV	MA	Subcontractor filed for claims related to contract/disputed change order work of the Consigli-O'Connor, JV. The partners of the joint venture were also named in the lawsuit.	Start Date 01/30/2006 End Date 11/23/2006	Disposed by settlement
Addition/Renovations to Lawrence Elementary School Brookline, MA Town of Brookline	Consigli Construction Co., Inc. v. Carlysle Engineering Inc. et al	Consigli Construction Co., Inc. Carlysle Engineering Inc. Lexington Insurance Company	MA	Plaintiff, Consigli sued its subcontractor Carlysle and its insurer, Lexington for damages in connection with a water pipe that burst.	Start Date 01/17/2006 End Date 05/30/2007	Disposed by settlement
Framingham Arcade Framingham, MA Framingham Acquisitions, LLC	Consigli Construction Co., Inc. v. Framingham Acquisitions, LLC	Consigli Construction Co., Inc. Framingham Acquisitions, LLC	Massachusetts	Plaintiff Consigli has filed a mechanics lien lawsuit to enforce its right to collect monies owed for construction services rendered.	Start Date 10/25/2006 End Date 06/04/2007	Judgment Plaintiff (Consigli) and Defendant stipulate to a Judgment.
WPI – Gateway Worcester, MA Worcester Polytechnic Institute (WPI)	Consigli Construction Co., Inc. v. Soucy Industries Inc.	Consigli Construction Co., Inc. Soucy Industries Inc.	Massachusetts	Subcontractor (Soucy) claim against defendant, Consigli.	Start Date 09/29/2006 End Date 08/01/2007	Disposed by settlement
N/A	Mac's Contracting Company Inc. v. Suburban Middlesex Insulation (Consigli = Reach and Apply Defendant)	Mac's Contracting Company Inc. Suburban Middlesex Insulation Consigli Construction Co., Inc. Heather A. Maddor Francis A Shannon, III John T. McLaughlin	Massachusetts	Consigli was a "Reach and Apply" defendant.	Start Date 08/03/2007 End Date 02/07/2008	Dismissed – disposed by settlement
N/A	Consigli Construction Co., Inc. v. Illinois Union Insurance Company	Consigli Construction Co., Inc., Illinois Union Insurance Company, ACE Environmental Risk	Massachusetts	Plaintiff, Consigli has sued its own professional liability insurance carrier for damages in connections with the faulty design of a pre-engineered block retaining wall. The faulty design arose out of a subcontract with Conigliaro Industries, Inc.	Start Date 10/07/2008 End Date 1/14/10	Settled
Boot West Condominiums Lowell, MA Boott Cotton Mills II, LLC	Boott Cotton Mills II, LLC Chapter 11 Bankruptcy Filing	Consigli Construction Co., Inc. Boott Cotton Mills II, LLC	Federal Bankruptcy	Consigli Construction Co., Inc. was the Construction Manager on a project whose owner filed for Chapter 11 bankruptcy protection.	Start Date 07/13/2010 End Date 09/07/2010	Completed
Massport Terminal B Project Boston, MA Massachusetts Port Authority	Amerphil, Inc. v Consigli Construction Co Inc., Federal Insurance Company	Amerphil, Inc. Consigli Construction Co Inc. Federal Insurance Company	Massachusetts	Claim is that Defendant failed to pay the Plaintiff for goods and services provided at a construction project at Massport Terminal B Project.	Start Date 12/18/2009 End Date: To be determined	In mediation
Bldg 633 Renovation at the Naval Facilities Engineering Command Center Philadelphia, PA NAVFAC Mid Atlantic	Norris Sales Company, Inc. vs. Consigli Construction Co., Inc. and Federal Insurance Company	Norris Sales Company, Inc. Consigli Construction Co., Inc. Federal Insurance Company	Pennsylvania	Plaintiff was owed money by subcontractor K&K Mechanical, Inc and thus made claim against defendant.	Start Date: 05/18/2011 End Date: To be determined	Pending
Portsmouth Naval Shipyard P268 Portsmouth, NH NAVFAC	United States for use and benefit of Maverick Construction Management Services, Inc. vs. Consgili Construction Co., Inc. and Federal Insurance Company	Maverick Construction Management Services, Inc., Consigli Construction Co., Inc., and Federal Insurance Company	Maine	Bond claim by subcontractor that was terminated for convenience	State Date: 02/03/2012 End Date: To be determined	Pending

Avery Elementary School, Dedham, MA Town of Dedham	DDS Industries vs. Consigli Construction Co., Inc. and Federal Insurance Company	DDS Industries; Consigli Construction Co., Inc., and Federal Insurance Company	Massachusetts	Claim is that Defendants failed to pay the Plaintiff for goods and services provided at a construction project at Avery Elementary School	State Date: 10/30/2012 End Date: To be determined	Pending
Bridgewater State/ Dedham Avery	DDS Industries v. Consigli Construction Co., Inc. and Mass State College Building Authority	DDS Industries; Consigli Construction Co., Inc.; Mass State College Building Authority	Massachusetts	Claim that defendants wrongfully denied bidder pre-qualification to plaintiff under M.G.L. c. 149A	Start Date: 02/15/2013 End Date: To be determined	Pending
Logan Airport Terminal B	Amerphil, Inc. v. Consigli Construction Co., Inc. and Federal Insurance Company	Amerphil, Inc.; Consigli Construction Co.; Inc.; Federal Insurance Company	Massachusetts	Claim for disputed extra work by subcontractor	Start Date: 05/21/2013 End Date: To be determined	Settled in principle; dismissal expected by 7/15/2013
Kipp Academy	General Mechanical Contractors, Inc. vs. Consigli Construction Co. Inc. and Federal Insurance Company, Inc.	General Mechanical Contractors, Inc.; Consigli Construction Co. Inc.; Federal Insurance Company, Inc.	Massachusetts	Claim for contract balances by subcontractor; counterclaim for credits due to defective workmanship or product failure	Start Date: 05/28/2013 End Date: To be determined	Pending
NMR Meditation Center	Jacobs Erecting and Construction LLC vs. Walters LLC, Consigli Construction Co., Inc.	Jacobs Erecting and Construction LLC; Walters LLC; Consigli Construction Co., Inc.	Massachusetts	Lien claim by crane operator to a defaulted subcontractor	Start Date: 06/18/2013 End Date: To be determined	Pending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3.0 D-B QBS "DESIGNER" QUESTIONNAIRE 1535

CT DCS Contract Number:	BI-FP-14-DB
CT DCS Contract/Project Title:	Renovation of Fairfield Regional Fire School
Firm Name:	Dore & Whittier Architects/CR architecture + design
Firm Address:	260 Merrimac Street, Bldg 7 Newburyport, MA 01950
Instructions:	The QBS DB "Designer" Questionnaire contains questions that are not project-specific but are intended to provide CT DCS with information about the qualifications of the Design-Builder's "Architecture/Engineering Design" Team. **The Questionnaire must be answered as completely and concisely as possible.** No more than one QBS DB "Designer" Questionnaire per Design-Builder can be submitted. If necessary use an attachment to answer any question and reference the question number. Insert one (1) completed copy of a **QBS DB "Designer" Questionnaire (1514)** behind the QBS DB "Designer" Questionnaire, **Division 14 Tab** of each of the two (2) **QBS Supplemental Submittal Booklets for DB Services.**

1. **Provide information about the firm's size and financial capability to perform the project in a timely manner.**
Dore & Whittier Architects and CR architecture + design (formerly Cole + Russell Architects) of Cincinnati, OH, collaborated on the design for a new Fire Headquarters for the Town of Williston VT in 2005. A second project emerged from the evaluation of the existing fire station, which was originally intended to be renovated to accommodate the Town's Police Station. However, this approach was deemed impractical and a new Police Station was designed and constructed simultaneously with the Fire Station. Both projects, completed in 2006, were hugely successful and the two firms agreed to establish a strategic partnership at that point to pursue Public Safety projects throughout New England.

The rationale to create this teaming arrangement was, and continues to be, sound; it has proven to be an excellent decision. Given Dore & Whittier's extensive portfolio of public projects in New England, and CR's national experience in the public safety realm, we offer a unique and compelling approach to such projects in the region.

D&W currently employs 61 staff that includes 13 registered architects; 16 are LEED Accredited Professionals. CR has a staff of 81; its government business unit, which includes public safety, is one of five market specializations of the firm. There are 22 registered architects and 21 LEED Accredited Professionals within CR. With few exceptions, the architectural leadership team proposed within for this project has worked together on our public safety projects since 2005.

Our strong 21-year history and solid financial stability enables us to perform work in a timely fashion and as required by the schedule established for the project. It is worth noting that we do not pursue any commissions that we cannot fully support, nor that might compromise our ability to properly service any work in progress. We have a dedicated public safety team that has extensive experience working together and is in a very favorable position to assume this design project. Currently, we have an $8 million fire station nearing completion in Groton MA, and have begun the construction phase for a new Training/Administration/Fire House for the MA Department of Fire Services in Springfield, a $9 million project. We are also in the final design phase for a new combined fire/police station for the Town of Medfield, MA and finishing the feasibility studies for Fire/Police in Scituate and Westwood, MA.

2.0 **Who will be the Project Manager? Provide this person's experience in designing with projects of similar size and scope to this contract and previous design-build experience.**
Alan Brown, AIA, NCARB will be your Project Manager. He will have responsibility for the day to day

operations of the design team and will be the main point of contact throughout the design process and the construction period.

Alan was first registered as an architect in 1983 and has been a Project Manager with Dore & Whittier Architects since 1993. Alan has been the Project Manager for all of Dore & Whittier's public safety projects, including several feasibility studies, facility assessments and conceptual plans, since our first such project in 2005. Notable projects of similar magnitude, complexity and scope are listed in Item 6 in this Questionnaire.

3.0 Provide the following information about the other registered professionals employed by your organization. Indicate first those professionals that will be assigned to this project. Submit an Attachment with this QBS DB "Designer" Questionnaire for each professional employed by your firm.

3.1 Educational background
3.2 Current registrations
3.3 Professional experience, previous firms, and previous projects
3.4 Responsibilities on this project

4.0 Provide a responsibility chart with written descriptions showing how the design professionals will interact with the Owner to deliver design services. Submit an Attachment with this QBS DB "Designer" Questionnaire for the responsibility chart for your firm.

Once our contractual agreements are in place, our design team will engage with the Owner's project team immediately upon an authorization to proceed in order to confirm all project parameters – scope, schedule, deliverables, communications protocol, budget, programming, design intent and criteria, roles and responsibilities and Owner expectations and any other directives that may or may not have been established with the Criteria Architect.

We will immediately discuss the submitted workplan and major milestones, and confirm all tasks and dates which we will submit for your review and approval.

Our team will discuss our plans and design direction. We will confirm the program with you and consider submitted betterments and high performance building elements to be incorporated in the final design. We will work cooperatively with you to discern the solutions that provide the best value for further development.

The team will meet to review design progress at various stages of completion; your input and feedback will guide any changes or modifications that might be made. Throughout the design process, our leadership team will be available to you to answer any questions, resolve any issues, consider any suggestions, explore any ideas, or substantiate any decisions. We encourage an integrated, collaborative approach to the design as it tends to produce the best results, minimizes conflicts and uncertainties, and optimizes client satisfaction with the end product.

We will be in constant communication with Consigli and the design sub-consultants and will keep them informed, up-to-date, and responsive so that we are working in a unified, synchronous manner and you are equally informed across all disciplines.

5.0 How does your firm document quality assurance and quality control in the design process and in the issuance of bidding documents?

The following summarizes the Quality Assurance program at Dore & Whittier Architects. It describes the way we work, the procedures we've established and adhere to, the process we prudently follow, and the documentation that is associated with our comprehensive approach to QA/QC, all of which is designed to deliver the best possible project in the most seamless and supportive way.

- **In-house Training**: Weekly lunch time learning sessions are provided to staff to provide instruction on company standards for document preparation and architectural technologies. Topics can be wide-ranging, including instruction on building, energy, and barrier-free codes, effective Building Information Modeling procedures, "D&W" project documentation procedures, and D&W standard "accepted" construction types. It is our goal to educate our staff and refresh the

information taught frequently.

- **Use of BIM:** Dore & Whittier switched from 2D Cad drafting to Building Information Modeling (Revit) several years ago. When used effectively, BIM by default assures that all of the construction documents are coordinated with each other, since they are all showing the same content. Elevations and sections are not being drawn independent of plans; the content is drawn once, and shown in multiple different ways.

  The design team shares model content. Other consultant models are linked into the Architectural model, allowing D&W to view conflicts between building utilities and structures three dimensionally, making them much more obvious and aiding in general coordination.

- **Job Captains:** A project Job Captain is the project stakeholder with primary responsibility for the content, quality, and coordination of the document set. Job Captains are not heavily involved in first-hand production - moreover they are the project "director" during the production phases, providing oversight to the project, to assure that the program requirements and aesthetic are being maintained, that the documents take advantage of company standard accepted construction technologies, that the work is being coordinated between design trades and worksets, and that the D&W standard checklists are being maintained and completed.

- **Workset Leads:** Through the use of BIM, D&W is able to divide the project into more manageable worksets or divisions of scope. Worksets may include Building Envelope, Interior Construction, Interior Specialties, Ceilings, FF&E, and others. Project staff or "Workset Leads" are assigned to one or more worksets and have specific tasks related to their assignments.

  Workset Leads work in concert with the Project Job Captain to complete the design, but work independently to complete the documentation of their workset content, including conducting product research, code research, adaptation of D&W standard details to the project, etc. Questions, coordination of consultant trades, and critical decisions are all routed through the project Job Captain to assure coordination.

- **Clash Detection:** Clash Detection provides a much higher level of scrutiny of BIM content than the regular coordination effort. When used on projects, Clash Detection is a concentrated and detailed study of the model using a third-party software that will identify each and every instance where two modeled objects conflict with each other down to fractions of an inch. A Clash Detection Report is created, which records each individual conflict with a description, location, and reference image. This provides an opportunity to address each item or collection of items with a specific resolution (lowering a pipe an inch may resolve several conflicts down the length of a corridor), and communication of those resolutions to the design team with specific directives.

- **Published Standards and Checklists:** D&W is in continual development of published QA checklists for Workset Leads and Job Captains to use while preparing documents and other deliverables for each phase of the project. Standard Checklists are organized by both drawing type and specification section and provide additional context and background on D&W procedures and history, good design and documentation principles, and proper installation details. Workset Leads are thereby equipped with the most complete information possible for their reference while completing documents. The Standard Checklists are reviewed and edited to fit the project scope by the Job Captain before delivery to the Workset Lead. Upon completion of each milestone, the Checklists are reviewed and confirmed by the Job Captain.

- **In-House QA Review:** D&W provides in-house Quality Assurance review of all projects. Whenever possible this review happens throughout the documentation process, rather than waiting for milestone printings. This collaboration by the QA coordinator takes place in many forms, including provision of redlines of the documentation set, involvement in project coordination meetings,

monitoring project communications, and weekly production team meetings that include review of the documentation progress and critical questions or issues. This continual review throughout the design process helps streamline the documentation process maximizing coordination and efficiency.

- **3rd Party QA Review:** When included on large or complex projects, 3rd party review is commonly provided at various project milestones, and provides another level of scrutiny in the form of independent and concentrated checking of the documents for code compliance, constructability, and coordination. Review comments are provided in redline form, which are reviewed and checked by the Job Captain to provide clear directives before they are returned to the Workset Leads for execution. This review with a "fresh set of eyes" helps assure that the intent of the documents is clear, and that they are understandable and complete.

6.0 **Please provide, in order of relevance, projects of similar size and scope as required for this contract that were designed by your firm. Use the Project Information Form** (last page of this questionnaire) **we have provided. Use a separate form for each facility.**
Please see the attached Project Information Forms.

7.0 **Please provide the most recent Design-Build projects designed by your firm. Use the Project Information Form we have provided. Use a separate form for each facility.**
Please see the attached Project Information Forms.

QBS 1514 DB "Designer" Questionnaire ATTACHMENT

3.0 D&W/CR Registered Professionals assigned to this Project

Donald M. Walter AIA, Vice President

3.1 Educational background
- Boston Architectural Center, BA Architecture, 1991
- Alfred University, BA Environmental Studies, 1985
- Hartford State Technical College, AS Architecture, 1981

3.2 Current registrations
- CT 11818
- MA 9536
- NH 37334
- MD 16095
- NCARB

3.3 Professional experience, previous firms, and previous projects
Don has 30 years of experience in project management, design and construction administration primarily in the public sector. He has completed numerous feasibility studies, facility assessments and design projects as a Principal in Charge. With Dore & Whittier for 13 years, Don leads our public safety work. Previous employers include Tappé Associates and Strekalovky + Hoit Architects.

Partial List of Previous Projects:
Medfield Public Safety Complex, Medfield, MA, with CR (in design documents phase)
Scituate Public Safety Complex, Scituate, MA, with CR (in schematic design phase)
Westwood Police & Fire Facility, Westwood, MA, with CR (in feasibility study)
Center Fire Station, Groton, MA, with CR (in construction, to be complete July 2014)
DFS at Springfield Fire Training Academy with CR (MA) (in construction, to be complete June 2015)
MA Dept. of Fire Services Statewide On-Call/House Doctor with CR (2011-2015)
Wilmington High School, Wilmington, MA (in construction)
Rockland Middle & High Schools (2013)
Billerica Public Schools (2012)
Brockton Public Safety Complex Study with CR (2012)
Weston High School (2012)
Dedham Police Department Study with CR (2011)
White Street Fire Station No. 3 with CR (2010)

3.4 Responsibilities on this project
As the Principal in Charge, Don will lead the design team, make pivotal decisions and mitigate critical issues as needed. He will ensure that our scope of work is executed in a timely and comprehensive manner to comply with project requirements.

Alan M. Brown AIA, Project Manager

3.1 Educational background
- University of Colorado at Boulder, Bachelor of Environmental Science (1976)
- University of Colorado at Boulder, Master of Architecture (1979)

3.2 Current registrations
- CT 12920
- MA 31163
- VT 1663
- CO
- NCARB

3.3 Professional experience, previous firms, and previous projects
Alan has more than 3 decades of experience and has been with Dore & Whittier for twenty years. His project management experience has been almost exclusively in the public sector and he has managed a lot of the firm's federal, state and municipal contracts, including a current IDQ with the US Postal Service (western MA and VT), multiple projects for the VT Army National Guard, a fish hatchery for the US Fish + Wildlife in Maine and several Agency of Transportation projects. As a result, his experience with various building types and project requirements is quite diverse. He has an excellent record of managing the

majority of the firm's public safety work. Prior to joining D&W, Alan was employed by Zajowski + Partners in Vermont where he managed correctional facility projects in NH and VT.

Partial List of Previous Projects:
Medfield Public Safety Complex, Medfield, MA, with CR (in design documents phase)
Scituate Public Safety Complex, Scituate, MA, with CR (in schematic design phase)
Westwood Police & Fire Facility, Westwood, MA, with CR (in feasibility study)
Center Fire Station, Groton, MA, with CR (in construction, to be complete July 2014)
DFS at Springfield Fire Training Academy with CR (MA) (in construction, to be complete June 2015)
USPS IQC (MA & VT) (ongoing)
MA Dept. of Fire Services Statewide On-Call/House Doctor with CR (2011-2015)
Dedham Police Department Study with CR (2011)
Vermont Fire Training Academy (2010)
White Street Fire Station No. 3 with CR (2010)
Vermont Army National Guard IT Facility (2008)
Police Station, Williston, VT with CR (2007)
Fire Headquarters, Williston, VT with CR (2007)

3.4 Responsibilities on this project
As the Project Manager, Alan will continue to coordinate the activities of the design team and integrate with our build partner. He will be the main contact for the design team throughout the project. He will organize and supervise our staff, attend all project related meetings and have responsibility for the budget, schedule and our consultants. As PM, Alan has the ability to recruit resources as needed to meet project demands and milestones.

Zachary E. Zettler, AIA, NCARB, LEED™ AP BD+C, Public Safety Design Consultant

3.1 Educational background
- University of Cincinnati, Bachelor of Architecture (2001)

3.2 Current registrations
- OH 5290
- LEED™ AP
- NCARB

3.3 Professional experience, previous firms, and previous projects
Zach serves as client leader and provides oversight of government and higher education projects. Zach's government facility design experience includes federal, fire, police, administration, recreation, and public works/ maintenance facility projects. He has given seminars on LEED/Sustainable Design, Site Selection and American Disability Act Compliance at such conferences as the Station Style Conference and FIERO Fire Symposium. Zach has written articles for national publications on topics ranging from Building Information Modeling (BIM) to best practices with public safety design. He also has certification training for "Planning, Designing & Constructing Police Facilities" with the International Association of Chiefs of Police. Prior to CR, he worked with Motter & Meadows Architects.

Partial List of Previous Projects:
Medfield Public Safety Complex, Medfield, MA, with D&W (in design documents phase)
Scituate Public Safety Complex, Scituate, MA, with D&W (in schematic design phase)
Westwood Police & Fire Facility, Westwood, MA, with D&W (in feasibility study)
Center Fire Station, Groton, MA, with D&W (in construction, to be complete July 2014)
DFS at Springfield Fire Training Academy with D&W (MA) (in construction, to be complete June 2015)
White Street Fire Station No. 3 with D&W (2010)
Des Moines Fire Logistics & Training Center (2012)
Roanoke Fire Headquarters, Stations and Police Academy (2007-2010)
Columbus Fire Training Facility (OH) (2008)
Fire Headquarters, Williston, VT with D&W (2007)
Boyle County Public Safety Training Facility (KY)

3.4 Responsibilities on this project
As the Public Safety Design Consultant, Zach has analyzed the Criteria Architect's program and floor plan layout, and assisted with development of our concept design. He will remain actively engaged in the design process, helping to guide, assess and approve design details and specifications, and review the project's progress.

David S. Ross AIA, NCARB, LEED™ AP, Public Safety Design Consultant

3.1 Educational background

- Lawrence Technological University, Bachelor of Science in Architecture (1977)
- Miami University, Master of Architecture (1980)

3.2 Current registrations

- OH A8307502
- MI 1301057058
- IL 001.020985
- PA 404998
- FL 95237
- LEED™ AP
- NCARB

3.3 Professional experience, previous firms, and previous projects

David's primary focus is on public projects, including the planning, design and development of fire, police, public works, administration and combined-use facilities. David is responsible for leading communication within a project team; working with the Client Leader to establish appropriate goals and objectives for each project. David develops and monitors schedules and budgets for his project team, performing quality control reviews throughout the design process, assuring that design efficiency standards are met. Prior to CR, he worked with KZF Design, Levin Porter Associates, and Glaserworks.

Partial List of Previous Projects:

Medfield Public Safety Complex, Medfield, MA, with D&W (in design documents phase)
Scituate Public Safety Complex, Scituate, MA, with D&W (in schematic design phase)
Westwood Police & Fire Facility, Westwood, MA, with D&W (in feasibility study)
Des Moines Fire Logistics & Training Center (2012)
Isle of Palms Public Safety Complex (2009)
Columbus Fire Training Facility (OH) (2008)
Cincinnati Fire Station No. 9 (OH) (2008)
Roanoke Fire Headquarters (2007)

3.4 Responsibilities on this project

Dave has translated the Criteria Architect's program and layout into an efficient floor plan and created several conceptual plans and varied imagery that led to our proposed solution. He will remain engaged with the project as design details are further developed and as warranted to resolve any design issues that emerge during final design and construction.

Project Information Form

Required Attachment
Use one Project for each project as required by the QBS DB "Designer" Question.

Dore & Whittier Architects, Inc.	6.0
Submitting Firm's Name	*QBS DB "Designer" Question Number*

Project Name:	DFS Springfield Fire Training Academy
Start/Completion Date:	January 2013/August 2015
Architect's Name:	Dore & Whittier / CR architecture + design
General Contractor:	W.J. Mountford Company
Delivery Method:	Design-Bid-Build
Architect's Estimated Cost:	$8,487,000
Original Construction Cost:	$8,437,000
Final Construction Cost:	TBD
Total Square Footage:	18,785 GSF
Owner Contact Info:	
Name:	Mr. James DiRico
Title:	DFS Director of Capital Asset Management
Entity Name:	Massachusetts Department of Fire Services (through DCAMM, Department of Capital Asset Management and Maintenance)
Address:	P.O.Box 1025 State Road Stow, MA 01775-1025
Phone:	(978) 567-3161
Email:	James.DiRico@state.ma.us

Project Information Form

Required Attachment
Use one Project for each project as required by the QBS DB "Designer" Question.

Dore & Whittier Architects, Inc.	6.0
Submitting Firm's Name	*QBS DB "Designer" Question Number*

Project Name:	Vermont Fire Training Academy
Start/Completion Date:	2008/2010
Architect's Name:	Dore & Whittier Architects
General Contractor:	Naylor & Breen
Delivery Method:	Design-Bid-Build
Architect's Estimated Cost:	$1,781,603
Original Construction Cost:	$1,221,200
Final Construction Cost:	$1,358,819
Total Square Footage:	7,772
Owner Contact Info:	
Name:	Mr. James Litevich
Title:	Chief of Training
Entity Name:	Vermont Division of Fire Safety (through VT Building and General Services)
Address:	Pittsford, VT
Phone:	(802) 483-2755
Email:	jlitevi@dps.state.vt.us

Project Information Form

Required Attachment
Use one Project for each project as required by the QBS DB "Designer" Question.

Dore & Whittier Architects, Inc.	6.0
Submitting Firm's Name	*QBS DB "Designer" Question Number*

Project Name: Department of Fire Services – House Doctor Contract

Start/Completion Date: 2011 - 2015

Architect's Name: Dore & Whittier / CR architecture + design

General Contractor: Various

Delivery Method: Varies

Architect's Estimated Cost: N/A – multiple projects

- Burn Building Assessment at the Springfield Training Facility
- Search & Rescue Building - Stow Facility

- Other projects that have been proposed:
  - Gas Yard Prop Storage Building
  - Bunker and facilities for blast caps and explosives storage
  - High Pressure Water Pump replacement
- Other possible projects:
  - Ladder building inspection and certification
  - Pump house replacements and upgrades
  - New props for Gas School; work related to tanks, piping, controls

Original Construction Cost: TBD

Final Construction Cost: TBD

Total Square Footage: N/A

Owner Contact Info:

Name: Mr. James DiRico

Title: DFS Director of Capital Asset Management

Entity Name: Massachusetts Department of Fire Services (through DCAMM, Department of Capital Asset Management and Maintenance)

Address: P.O.Box 1025 State Road
Stow, MA 01775-1025

Phone: (978) 567-3161

Email: James.DiRico@state.ma.us

Project Information Form

Required Attachment
Use one Project for each project as required by the QBS DB "Designer" Question.

Dore & Whittier Architects, Inc.	6.0
Submitting Firm's Name	*QBS DB "Designer" Question Number*

Project Name:	Center Fire Station
Start/Completion Date:	2012 / 2014
Architect's Name:	Dore & Whittier / CR architecture + design
General Contractor:	TLT (def) / Town of Groton
Delivery Method:	Design-Bid-Build
Architect's Estimated Cost:	$5,642,500
Original Construction Cost:	$5,939,700
Final Construction Cost:	TBD
Total Square Footage:	18,550
Owner Contact Info:	
Name:	Mr. Mark Haddad
Title:	Town Manager
Entity Name:	Town of Groton, MA
Address:	173 Main St. Groton, MA
Phone:	978) 448-1111
Email:	mhaddad@townofgroton.org

Project Information Form

Required Attachment
Use one Project for each project as required by the QBS DB "Designer" Question.

Dore & Whittier Architects, Inc.	6.0
Submitting Firm's Name	*QBS DB "Designer" Question Number*

Project Name: White Street Fire Station No. 3

Start/Completion Date: 2008 / 2010

Architect's Name: Dore & Whittier / CR architecture + design

General Contractor: Fontaine Brothers, Inc.

Delivery Method: Design-Bid-Build

Architect's Estimated Cost: $4,160,000

Original Construction Cost: $4,043,000

Final Construction Cost: $4,174,464

Total Square Footage: 12,971

Owner Contact Info:

Name: Mr. Garrett (Gary) Sullivan

Title: Administration Officer

Entity Name: City of Springfield

Address: 605 Worthington Street
Springfield, MA. 01105

Phone: 413-750-2422

Email: gsullivan@springfieldcityhall.com

Project Information Form

Required Attachment
Use one Project for each project as required by the QBS DB "Designer" Question.

Dore & Whittier Architects, Inc.	6.0
Submitting Firm's Name	*QBS DB "Designer" Question Number*

Project Name:	Medfield Public Safety
Start/Completion Date:	2013/2015 est
Architect's Name:	Dore & Whittier Architects / CR architecture + design
General Contractor:	TBD
Delivery Method:	Design-Bid-Build
Architect's Estimated Cost:	$13,700,000
Original Construction Cost:	TBD
Final Construction Cost:	TBD
Total Square Footage:	36,500
Owner Contact Info:	
Name:	Michael Sullivan
Title:	Town Administrator
Entity Name:	Town of Medfield
Address:	459 Main Street, Medfield, MA 05052
Phone:	508-906-3010
Email:	mikes@medfield.net

Project Information Form

Required Attachment
Use one Project for each project as required by the QBS DB "Designer" Question.

Dore & Whittier Architects, Inc.	6.0/7.0
Submitting Firm's Name	*QBS DB "Designer" Question Number*

Project Name:	Williston Fire Headquarters
Start/Completion Date:	2004 / 2006
Architect's Name:	Dore & Whittier / CR architecture + design
General Contractor:	Breadloaf Construction
Delivery Method:	Design-Bid-Build Design / Build (MEP)
Architect's Estimated Cost:	Not provided – Owner's Project Manager developed
Original Construction Cost:	$4,207,671
Final Construction Cost:	$4,273,725
Total Square Footage:	21,621
Owner Contact Info:	
Name:	Mr. Ken Morton
Title:	Fire Chief
Entity Name:	Town of Williston
Address:	645 Talcott Road Williston, VT 05495
Phone:	802-878-5622
Email:	kmorton@willistonfire.com

Project Information Form

Required Attachment
Use one Project for each project as required by the QBS DB "Designer" Question.

Dore & Whittier Architects, Inc.	7.0
Submitting Firm's Name	*QBS DB "Designer" Question Number*

Project Name:	After Midnight Jewelers
Start/Completion Date:	Project 1 – 2005 / 2005 Project 2 – 2012 / 2012
Architect's Name:	Dore & Whittier Architects
General Contractor:	Project 1 – Dennis Potvin Construction Project 2 – PC Construction
Delivery Method:	Design/Build
Architect's Estimated Cost:	Project 2 - $150,000
Original Construction Cost:	Project 1 - $170,000
Final Construction Cost:	Project 1 - $170,000 Project 2 - $128,321
Total Square Footage:	1,000
Owner Contact Info:	
Name:	Mr. Scott Richardson
Title:	Owner
Entity Name:	After Midnight Jewelers
Address:	155 Dorset St. South Burlington, VT
Phone:	802-862-3608
Email:	unavailable

Project Information Form

Required Attachment
Use one Project for each project as required by the QBS DB "Designer" Question.

Dore & Whittier Architects, Inc. — *Submitting Firm's Name*

7.0 — *QBS DB "Designer" Question Number*

Project Name:	Williston Department of Public Works
Start/Completion Date:	2014/2015 est
Architect's Name:	Dore & Whittier Architects (Criteria Architect)
General Contractor:	Neagley & Chase
Delivery Method:	Design/Build
Architect's Estimated Cost:	N/A
Original Construction Cost:	$3,885,200
Final Construction Cost:	TBD
Total Square Footage:	32,327
Owner Contact Info:	
Name:	Mr. Bruce Hoar
Title:	Director, Public Works
Entity Name:	Town of Williston
Address:	7900 Williston Road, Williston, VT 05495
Phone:	802-878-1239
Email:	bhoar@willistontown.com

End
QBS DB "Designer' Questionnaire 1514

5. CPM PROJECT SCHEDULE

CONSIGLI
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Consigli understands that turnover dates are non-negotiable. This is critical for the Renovation of Fairfield Regional Fire School. It is imperative that Consigli maintain a schedule that allows for the September, 2015 substansial completion date.

Consigli is recognized for our unparalleled track record of on-time project delivery. While we pride ourselves in never missing a turnover date, we also understand that safety, quality and daily operations can never be compromised to meet the demands of an accelerated schedule. That's why we bring a very hands-on, team approach to devising the most efficient scheduling approach for large-scale construction projects.

Our core project team will be backed by the expertise of a General Superintendent, Pre-construction Manager and Scheduling Manager to troubleshoot all aspects of the project to create a detailed schedule that is realistic and buildable. Chris Brindamour will be Consigli's Scheduling Manager for the Renovation of Fairfield Regional Fire School, taking an active role early in the project to identify potential obstacles that could impact the schedule and working with Consigli's Purchasing department to identify long-lead items. He will utilize the Primavera P6 scheduling software, considered one of the most advanced and flexible systems available in the marketplace.

CONSTRUCTION SCHEDULING TOOLS

On the following pages you will find our Master Project Schedule for the Renovation of Fairfield Regional Fire School which includes both pre-construction and construction phase activities that will be required to achieve the non-negotiable completion date. This schedule includes responsibilities and deliverables for all team members and critical decision milestones for the client team. Once reviewed and approved by the entire team, the Master Project Schedule will serve as the roadmap for a successful project. Everyone buys in and the entire team is accountable.

Chris Brindamour will work closely with our project team to maintain and update the Master Project Schedule on a regular basis. He will serve as a scheduling advisor throughout construction to provide third-party oversight and flag any issues that need to be addressed to achieve project milestones.

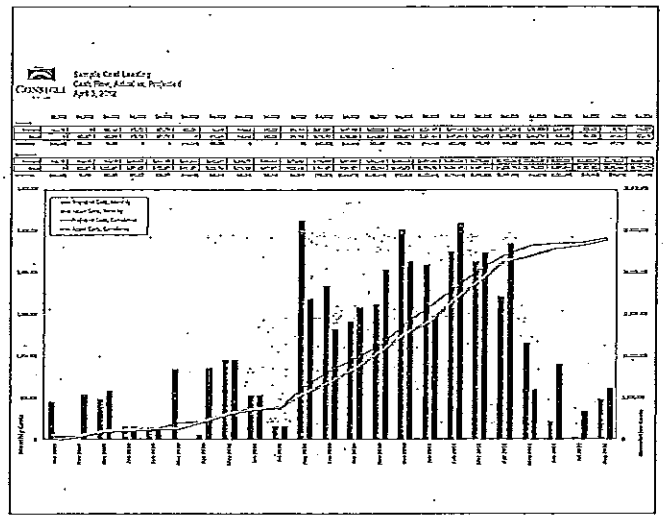
In addition, Project Manager Adam Gordon and Superintendent Rich Babyak will utilize the following scheduling tools to keep all trades on track to achieve every milestone:

4-Week Look Ahead Schedules

A 4-Week Look Ahead Schedule will be prepared and updated on a weekly basis. This focused schedule directly relates to the Master Project Schedule but provides more daily detail and highlights such items as deliveries, client events, manpower changes and other special activities. The 4-Week Look Ahead Schedules are reviewed with the entire team on a weekly basis to ensure full understanding of upcoming work and how it affects other team members and the owner. At the beginning of each month the project team will identify important project milestones that are to be achieved that month. As part of a company-wide scheduling initiative, the project team is held accountable to achieve 100% of all milestones set.

Procurement Tracking

Consigli will prepare a Material Lead Time Tracking Report, to identify the fabrication and delivery requirements for all materials to be used on the project. Each item is assigned a "need-by" date. Fabrication, delivery and submittal/shop drawing review durations are added and the required procurement dates are established. Proper and effective management of the material procurement process flags potential problems early on and prevents delay to the critical path activities.

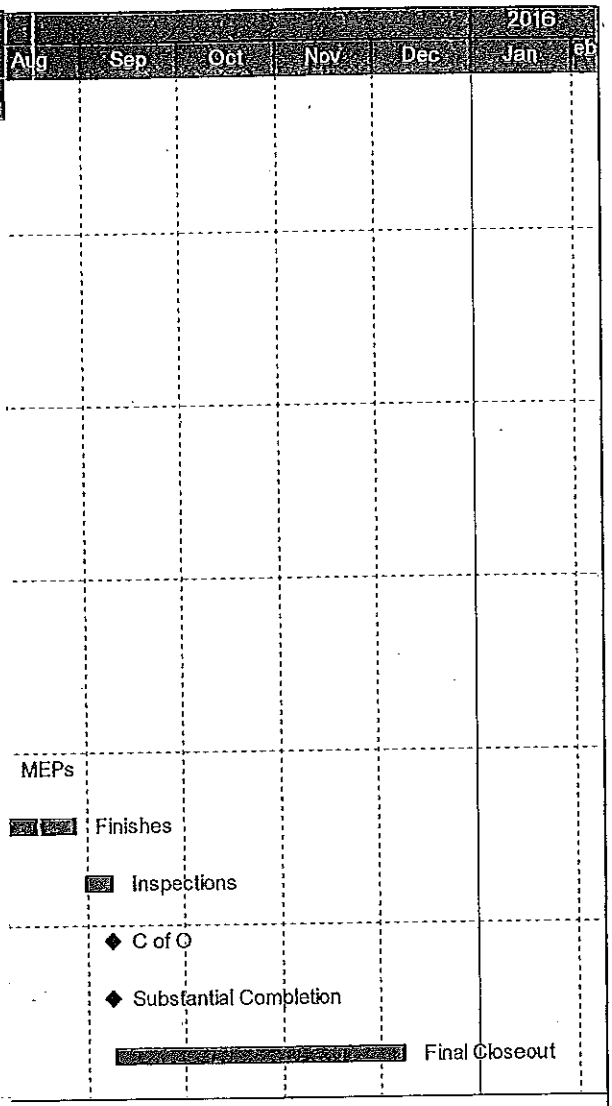


Resource- and Cost-Loaded Schedules

Through Primavera P6, Consigli can develop resource- and cost-loaded schedules to forecast monthly cash flow and manpower requirements for the project.

These scheduling tools can be a useful method to anticipate any spikes in costs and manpower and also monitor the progress of the project as work is being completed.

Activity ID	Activity Name
STATE OF CONN DAS - RENO OF FAIRFIELD	
A1000	Start Project
A1010	Design Development
A1020	Construction Documents
A1030	Permiting
A1040	Mobilization
A1050	Start Construction
A1060	Sitework
A1080	Utilities
A1070	Foundations
A1090	Structure
A1100	Enclosure
A1110	MEPs
A1120	Finishes
A1130	Inspections
A1140	C of O
A1150	Substantial Completion
A1160	Final Closeout



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Run Date: 06/02/14

Page: 1 of 1

Actual Work
Remaining W...
Critical Rema...
Milestone

CONSIGLI
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6. LIFE CYCLE COST ANALYSIS DETERMINATION REQUEST

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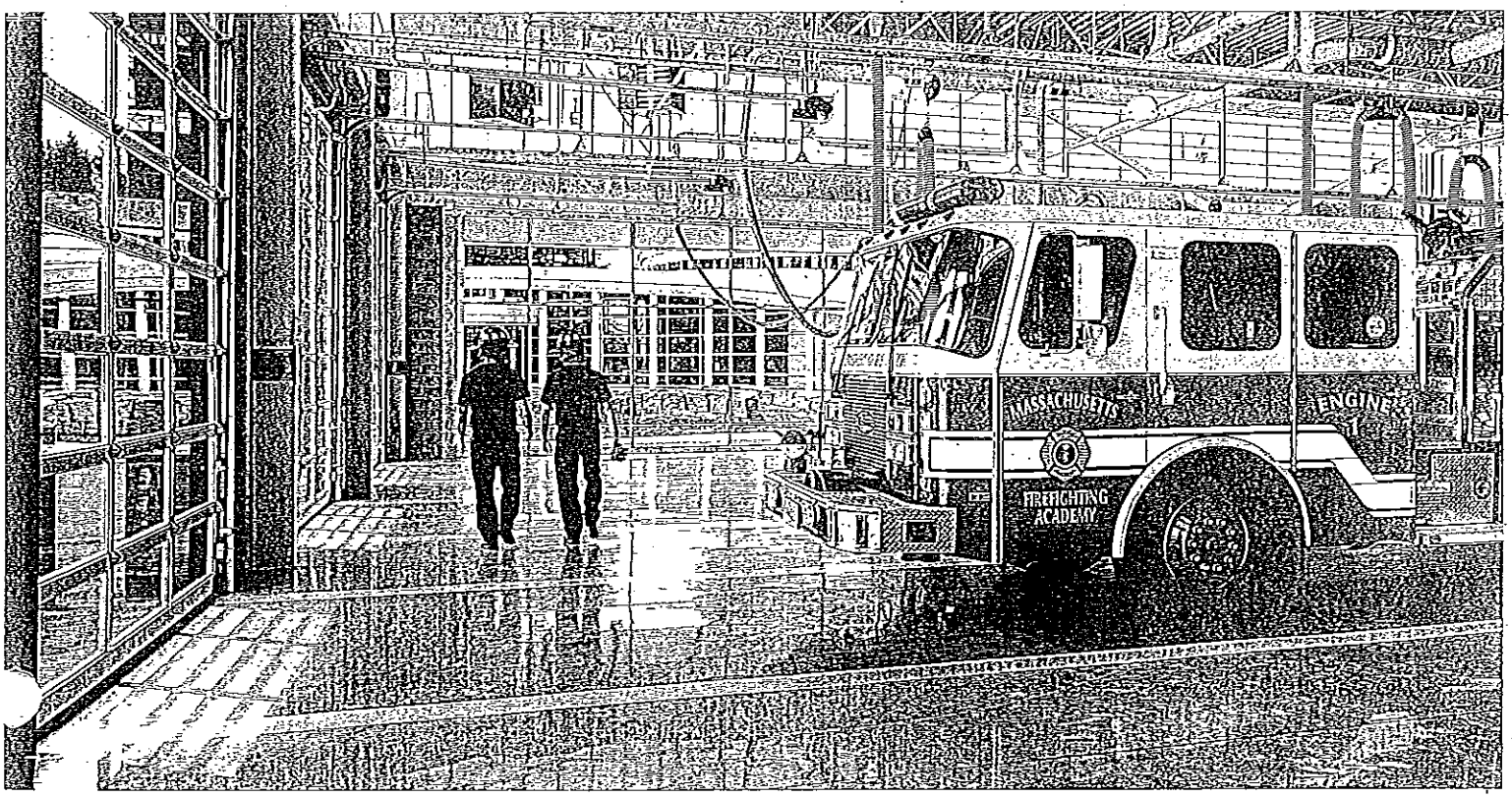
Est. 1905



Please find on the following page our design-build team's CT DCS Form 3020 Life Cycle Cost Analysis Determination Request.

BVH integrated services

Mechanical and Electrical Scope LCCA Narrative
Fairfield Regional Fire School
Administration/Educational Building, Vehicle Maintenance Building, Burn Building, Rehab Shelter and Fire Training Props
Fairfield, Connecticut
May 23, 2014

1 General

This document is intended to define the scope of mechanical, and electrical systems for the proposed Fairfield Regional Fire School Administration/Educational Building, Vehicle Maintenance Building.

2 HVAC

2.1 Heating Plant and Piping Distribution System

Two 350 MBH Sealed Combustion Condensing Boilers operating at a supply temperature of 150° F (efficiency 89-93%) are proposed to provide heat for the building. The boilers will provide hot water to heat exchanger, as well as unit heaters, cabinet unit heaters and re-heat coils.

Heat exchanger shall provide heat to rooftop air handling unit(s) with 40% glycol mix, with own pump system.

The pumping system shall be primary/secondary. The water supplied to the heat exchanger shall be 150° F and returned at 120° F. The water supplied to all other terminal units shall be 150° F.

2.2 Air Distribution Systems

AHU-1

Air handling Unit -1 will service the office, administration and classroom areas. Unit shall be 22,000 CFM with glycol hot water heating and DX cooling.

The Unit will be a variable volume unit with a supply fan section, return fan section, mixing box, filter mixing box, heating furnace section to heat air, access section and cooling section. Unit shall be double wall.

The building has been divided among the air handling units listed below.

AHU Tag	Floor	Serves	Square Footage	CFM
MUA-1	First	Apparatus Bay	4,000	9,000

AHU-1	First	Office/Administration	9,700	22,000

2.3 Temperature Controls

Complete DDC temperature controls shall be provided for all head-end and terminal equipment. Provide dynamic color graphics for each system and floor plan.

2.4 Testing, Adjusting and Balancing

Air and water balancing for all air handlers, exhaust fans, distribution ductwork, and terminal units shall be provided.

3 Electrical

3.1 Electrical Service and Power Distribution System

Provide a new 800A, 120/208 service entrance switch and C/T cabinet in the main electrical room. Provide new secondary feeders from the utility company pad-mounted transformer to this new switch.

The main electrical room shall include a new 800A, 120/208 volt distribution switchboard and separate electrical closets will contain both normal and emergency 208/120V branch circuit panelboards. This switchboard will also feed an automatic transfer switch.

3.2 Lighting

3.2.1 General Illumination

General lighting will be LED, 120V using recessed indirect and recessed light fixtures. LED down lights will be provided as appropriate at lobbies, etc. Undercounter fluorescent strip lights shall be provided at work surfaces below casework. Illumination levels will be per IES recommendations where applicable, or industry standards.

All lighting shall be controlled with Occupancy Sensors with local off switches.

3.2.2 Specialty

The main lobby areas shall have decorative specialty fixtures, cove lighting and downlights.

Casework lighting for 3 Lobby/Corridor Display Cabinets

Also provide dimmable lighting in training and conference areas.

3.2.3 Emergency and Exit Lighting

Provide Bodine battery ballasts in selected light fixtures to provide code required egress lighting

Provide LED exit signs with integral batteries at all exits and as required identifying the path of egress from the building.

3.2.4 Exterior Lighting

Provide new LED light fixtures for parking areas, and at each of the exterior door openings. The light fixtures shall be controlled through a contactor system with BMS time clock and photocell control.

Life Cycle Cost Analysis Determination Request

(Shall be submitted by the Consultant during Schematic Design Phase)

State of Connecticut – Department of Administrative Services
Division Of Construction Services (CT DCS) - Technical Services Unit (TSU) - Energy
165 Capitol Avenue, Rm. 475, Hartford, CT 06106

Date Submitted: June 3, 2014 CT DCS/TSU Date Received: _____

Part A: Project Data:

1. CT DCS Project Number: BI-FP-14 DB
2. Project Name: Renovation of Fairfield Regional Fire School
3. Project Location: 205 Richard White Way, Fairfield, CT
4. User State Agency: CTDCS
5. Your A/E Firm Name: BVH Integrated Services, PC
6. Name of Preparer: Larry Jones
   Phone: Fax: 860-242-0236 Email: larryj@bvhis.com

Part B: Construction Category: (Indicate square footage for each category)

New: 10,634 Admin/Education Building Gross Sq. Ft.
Addition: _____ Gross Sq. Ft.
Renovation: _____ Gross Sq. Ft.

Part C: Project Category:

X State Agency Building (State Owned Building). ☐ State Funded Public School Building
☐ State Leased Building. ☐ Other (specify): _____

Part D: High Performance Building Regulations - CGS 16a-38k(b):

Is this project subject to the **High Performance Building Regulations** promulgated under CGS § 16a-38k and the Department of Construction Service's LEED Silver Certification requirement? (See CT DCS Manual - **0450 Capital Projects High Performance Buildings Guidelines** in the "DCS Library" on the CT DCS website):

X Yes. This Project shall conform to the following **High Performance Building Regulations** requirements:
- X **New Construction of State Facilities [16a-38k –2(a)];**
- ☐ **Renovation of State Facilities [16a-38k – 2(b)];**
- ☐ **New Construction of State Funded Public School Buildings [16a-38k – 2(c)];**
- ☐ **Renovations of State Funded Public School Buildings [16a-38k-2(d)].**

Provide a copy of the Letter of Understanding for **"State Agency Reporting Requirements"** [16a-38k (8) (a)] or [16a-38k (8) (b)] (as applicable) or for **"State Funded Public School Buildings Reporting Requirements"** [16a-38k (8) (c)] or [16a-38k (8) (d)] (as applicable) that Part E documentation is not required.

☐ **No.** This project is NOT subject to the CGS § 16a-38k Regulations or that this Project shall submit an "Exemption Request" as required by CGS 16a-38k-9(a) for **"State Agency Exemptions"** or CGS 16a-38k-9(b) for **"State Funded Public School Buildings Exemptions"**. Provide Part E documentation below.

Part E: Program Narrative:

On a separate sheet(s), provide a narrative of the proposed new or retrofitted energy using systems (HVAC, domestic hot water, lighting, etc.). Describe any existing conditions that will limit your choice of systems or equipment. **Provide a completed COM*check*™** or other documentation demonstrating compliance with the 2009 State Building Code Amendment energy conservation requirements. **Describe** proposed energy savings features such as demand control ventilation (CO2 control), heat recovery, high efficiency motors, variable speed motor controllers, and high efficiency transformers, etc. **Describe** temperature control system type and control capabilities. **Include** estimated design peak cooling and heating requirements. **Include** boiler and chiller type, size(s) and fuel type(s). **Include operating schedule** hours/ day, days/ week and weeks/ year anticipated. **State** whether or not this project will participate in a utility company energy conservation rebate program. If no participation, state reason(s). **Describe** the level of LEED Certification., if applicable. If the project is not anticipating LEED Certification then list any "Green Building" features that are planned for this project.

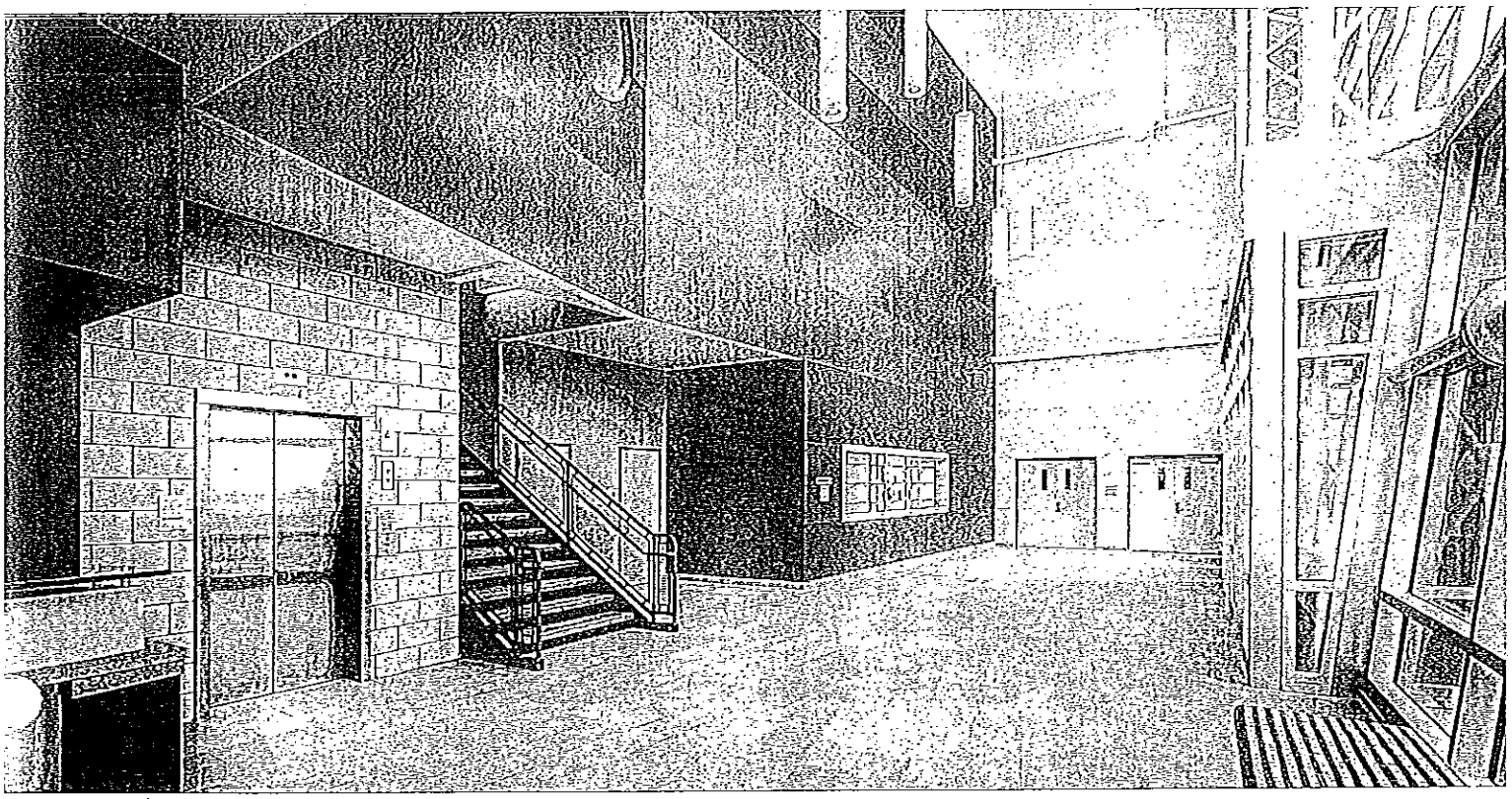
CT DCS Determination: In accordance with CGS 16a-38 and CGS 16a-38j CT DCS has determined that this project:
☐ **Will** ☐ **Will not require a more detailed Life Cycle Cost Analysis.**

Signed: _____ **Date:** _____
Allen V. Herring, PE, CT DCS Chief Engineer

Copy: ☐ TSU/LCCA file, ☐ DCS Project Mgr., ☐ DCS BSF, ☐ Other: _____

7. CODE INFORMATION

CONSIGLI
Est. 1905



On the following pages we have included our design-build team's:

- 1.0 International Code Council (ICC) Plan Review Record
- 2.0 Occupant/plumbing calculations

Please refer to our design-build team's Schematic Design Submittal, section 2.4.1, where we have included our complete **3011 Building Information For Code Analyses** document for the Renovation of Fairfield Fire School.

CONSIGLI

Est. 1905

1.0 INTERNATIONAL CODE COUNCIL (ICC) PLAN REVIEW RECORD

2003 INTERNATIONAL BUILDING CODE®

PLAN REVIEW RECORD

Plan Review #_____
Date: _____
Valuation: _____
Fee: _____

JURISDICTION: Town of Fairfield, Connecticut
(City, County, Township, etc.)

BUILDING LOCATION: 205 Richard White Way
(Street address)

BUILDING DESCRIPTION: One story fire training facility, including assembly teaching spaces, business offices, and fire apparatus garage with associated storage and shops supportive of fire-fighting training

REVIEWED BY: _____

Numerals indicated in parenthesis are applicable code sections of the 2003 *International Building Code*. The plan review accomplished as indicated in this record is limited to those code sections specifically identified herein. This record references commonly applicable code sections. It does not reference all code provisions which may be applicable to specific buildings. This record is designed to be used only by those who are knowledgeable and capable of exercising competent judgement in evaluating construction documents for code compliance.

CORRECTION LIST

No.	DESCRIPTION	Code Section

FOR THE PURPOSES OF THIS DESIGN-BUILD SUBMITTAL, ALL ENTRIES ON THE FOLLOWING PAGES REPRESENT THE ANTICIPATED VALUES, RATINGS, CAPACITIES, ETC. OF THE PROPOSED BUILDING DESIGN.

ENTRIES MARKED "N/A" ARE ANTICIPATED NOT TO APPLY TO THE PROJECT, EITHER DUE TO BUILDING CONFIGURATION, OR TO MATERIAL AND BUILDING COMPONENT SELECTIONS.

ENTRIES MARKED WITH A CHECKMARK INDICATE THOSE CODE REQUIREMENTS THAT APPLY TO THE PROJECT, AND WITH WHICH THE DESIGN HAS BEEN CHECKED FOR COMPLIANCE, OR THAT WILL BE COMPLIANT AT THE COMPLETION OF CONSTRUCTION DOCUMENTS.

NOTES: N.R. — Not required
N.A. — Not applicable

ADMINISTRATION (Chapter 1)

_____ Complete construction documents *(106.1, 106.2)*

_____ Signed/sealed construction documents *(106.1, State laws vary)*

BUILDING PLANNING (Chapters 3, 4, 5, 6)

OCCUPANCY CLASSIFICATION (302.0-312.0)

N/A Single Occupancy *(302.1)*

✓ Incidental use areas *(302.1.1)*

✓ Mixed Occupancy *(302.3)*

✓ Accessory use areas *(302.2)*

GENERAL BUILDING LIMITATIONS (Chapters 5 & 6)

Apply Case 1 to determine the allowable height and area and permitted types of construction for a building containing a single occupancy or nonseparated mixed occupancies. Apply Case 2 to determine the allowable height and area and permitted types of construction for a building containing separated mixed occupancies.

AREA MODIFICATIONS TO TABLE 503

% of Allowable tabular area, A_t *(Table 503)* 100%

% Increase for frontage, I_f *(506.2)* + 67 %

% Increase for automatic sprinklers, I_s *(506.3)* + 300 %

Total percentage factor = 467 %

Conversion factor 4.67 (Total percentage factor ÷ 100%)

Frontage *(506.2)*: 258'-4" North; 49'-0" East; 258'-4" South; 55'-4" West

Total Frontage *(F)* 621'-0" ft. Perimeter *(P)* 621'-0" ft.

Width of open space *(W)* = 27'-0" (average)

% Frontage increase (I_f) *(506.2)* = 67%

$$I_f = 100\left[\frac{F}{P} - 0.25\right]\frac{W}{30}$$

CASE 1 — SINGLE OCCUPANCY OR NONSEPARATED USES (302.3.1)

Using Table 503, identify the allowable height and area of the single occupancy or the most restrictive of the nonseparated mixed occupancies. Construction types that provide an allowable tabular area equal to or greater than the adjusted building area and allowable heights (as modified by Section 504) equal to or greater than the actual building height are permitted.

DETERMINE CONSTRUCTION TYPE

Actual building area 14,055 ft²

Adjusted building area 3,009 ft² (actual building area ÷ conversion factor)

Actual building height ~24'-6" feet 1 stories

Allowable building height 55'-0" feet 2 stories

Permitted types of construction ALL TYPES

Type of construction assumed for review *(602.1.1)* II-B

CHECK ALLOWABLE AREA (506.4)

Allowable area per floor (A_a)

4.67 (conversion factor) × 9,500 (tabular area *(Table 503)*) = 45,125 ft²

Total floor area (all stories) 14,055 ft²

Allowable floor area (all stories)

45,125 (Allowable area per floor (A_a)) × 1 (number of stories (maximum 3)) = 45,125 ft²

Compliance verified (Single Occ. or Nonsep.) ✓

CASE 2 — MIXED OCCUPANCY SEPARATED USES (302.3.2)

Using Table 503, identify the allowable height and area of each of the separated uses within the building. Construction types that provide, for each story of the building, tabular areas (as modified by Section 506)which result in a sum of the ratios of 1.00 or less and allowable heights (as modified by Section 504) equal to or greater than the actual height of the use are permitted.

Story	Group	Actual floor area	Adjusted floor area*	Actual height	Allowable height
		ft²	ft²	stories	ft stories
		ft²	ft²	ft stories	ft stories
		ft²	ft²	ft stories	ft stories
		ft²	ft²	ft stories	ft stories
		ft²	ft²	ft stories	ft stories
		ft²	ft²	ft stories	ft stories
		ft²	ft²	ft stories	ft stories

MIXED OCCUPANY CASE 2 NOT USED

$$\sum \frac{\text{Adjusted floor area *}}{\text{Allow. tab. area, } A_t \text{ (Table 503)}} = \_\_\_\_ + \_\_\_\_ + \_\_\_\_ + \_\_\_\_ = \_\_\_\_ \leq 1.00$$

*Adjusted floor area = actual floor area ÷ conversion factor

CHECK ALLOWABLE AREA (506.4)

Allowable area per floor (A_a)

_____ (conversion factor) × _____ (tabular area *(Table 503)*) = _____ ft² P… of construction _____

MIXED OCCUPANY CASE 2 NOT USED

Total floor area (all stories) _____ ft² Type of construction assumed for review *(602.1.1)* _____

Allowable floor area (all stories)

_____ (Allowable area per floor (A_a)) × _____ (number of stories (maximum 3)) = _____ ft² Compliance verified (Mixed Occ. Separated) _____

MEZZANINES (505)

✓	Area limitation *(505.2)*	✓	Openness *(505.4)*
✓	Egress *(505.3)*	✓	Equipment platforms *(505.5)*

UNLIMITED AREA BUILDINGS (507)

N/A	Unsprinklered, one story *(507.1)*	N/A	High-hazard use groups *(507.6)*
N/A	Sprinklered, one story *(507.2)*	N/A	Aircraft paint hangar *(507.7)*
N/A	Two story *(507.3)*	N/A	Group E buildings *(507.8)*
N/A	Reduced open space *(507.4)*	N/A	Motion picture theaters *(507.9)*
N/A	Group A-3 buildings *(507.5)*		

SPECIAL PROVISIONS (508)

N/A	Special condition applicable *(508.1)*	_____	Compliance verified

SPECIAL DETAILED REQUIREMENTS BASED ON USE AND OCCUPANCY (Chapter 4)

COVERED MALL BUILDINGS (402)

N/A	Egress *(402.4, 402.11)*	N/A	Standpipe system *(402.8.1)*
N/A	Mall width *(402.5)*	N/A	Smoke control *(402.9)*
N/A	Unlimited area *(402.6)*	N/A	Kiosk requirements *(402.10)*
N/A	Fire separations *(402.7)*	N/A	Emergency voice/alarm *(402.12, 402.13)*
N/A	Automatic sprinkler system *(402.8)*	N/A	Plastic signs *(402.14)*
		N/A	Fire department access *(402.15)*

HIGH-RISE BUILDINGS (403)

N/A	Automatic sprinkler system *(403.2)*
N/A	Fire-resistance rating reduction *(403.3)*
N/A	Automatic fire detection *(403.5)*
N/A	Emergency voice/alarm systems *(403.6)*
N/A	Fire department communication *(403.7)*
N/A	Fire command center *(403.8)*
N/A	Elevators *(403.9)*
N/A	Standby power *(403.10)*
N/A	Emergency power *(403.11)*
N/A	Stairway doors *(403.12)*
N/A	Smokeproof exit *(403.13)*

ATRIUMS (404)

N/A	Atrium use *(404.2)*
N/A	Automatic sprinkler system *(404.3)*
N/A	Smoke control *(404.4)*
N/A	Enclosure *(404.5)*
N/A	Standby power *(404.6)*
N/A	Interior finish *(404.7)*
N/A	Travel distance *(404.8)*

OTHER SPECIAL USE AND OCCUPANCY

N/A	Underground structures *(405)*
✓	Motor vehicle related occupancies *(406, 508)*
N/A	Group I-2 *(407)*
N/A	Group I-3 *(408)*
N/A	Motion picture projection rooms *(409)*
N/A	Stages and platforms *(410)*
N/A	Special amusement buildings *(411)*
N/A	Aircraft-related occupancies *(412)*
N/A	Combustible storage *(413)*
N/A	Hazardous materials *(307.9, 414)*
N/A	Groups H-1, H-2, H-3, H-4, and H-5 *(415)*
N/A	Application of flammable finishes *(416)*
N/A	Drying rooms *(417)*
N/A	Organic coatings manufacturing *(418)*

FIRE PROTECTION (Chapters 6, 7, 8, 9)

FIRE-RESISTANCE-RATED CONSTRUCTION (Tables 601 & 602 and Chapter 7)

Note: Entry in ☐ indicates required rating in hours. NC indicates noncombustible construction required.

II-B — Construction classification *(602)*

COMBUSTIBILITY (602.2, 602.3, 602.4, 602.5, 603)

NC	Exterior walls
NC	Interior elements
NC	Roof

FIRE-RESISTANCE RATINGS AND FIRE TESTS (703)

✓	Ratings / Combustibility *(703.2, 703.4)*
✓	Alternative methods *(703.3, 718, 720, 721)*

BUILDING ELEMENTS (Table 601)

0	Structural frame *(714)*
0	Interior bearing walls
0	Interior nonbearing walls
0	Floor construction *(711)*
0	Roof construction *(711)*

EXTERIOR WALLS (507, Table 602, 704, 706.6)

	North	East	South	West
Fire separation distance	>30 ft	>30 ft	>30 ft	>30 ft
Bearing	0	0	0	0
Nonbearing	0	0	0	0

EXTERIOR WALLS (continued)

0 N/A	Opening protection *(704.8, 704.12, 704.14)*
0 N/A	Vertical fire spread protection *(704.9, 704.10)*
0 N/A	Parapets *(704.11)*

FIRE BARRIERS (706)

0 N/A	Shaft enclosures *(706.3.1)*
0 N/A	Exit enclosures *(706.3.2, 706.3.3)*
0 N/A	Horizontal exits *(706.3.4)*
1 ✓	Incidental use areas *(706.3.5)*
0 N/A	Mixed occupancy and fire area separations *(706.3.6, 706.3.7)*

SHAFTS (707)

0 N/A	Exceptions *(707.2)*
0 N/A	Construction *(707.3 - 707.14)*

OTHER FIRE RESISTANT CONSTRUCTION

0 N/A	Fire walls *(705)*
0 N/A	Fire partitions *(708)*
0 N/A	Smoke barriers *(709)*
✓	Smoke partitions *(710)*
✓	Penetrations *(712)*
✓	Fire resistant joint systems *(713)*
✓	Opening protectives *(715)*
✓	Dampers *(716)*
N/A	Concealed spaces *(717)*
✓	Thermal and sound-insulating materials *(719)*

INTERIOR FINISHES (Chapter 8)

✓	Smoke development *(803.1)*
✓	Flame spread *(803.1)*
✓	Non-textile finish *(803.2)*
✓	Floor finish *(804)*
✓	Decorations and trim *(805)*

FIRE PROTECTION (Chapter 9)

AUTOMATIC SPRINKLER SYSTEMS (903) (Where required)

✓	Assembly (A-1, A-2, A-3, A-4, A-5) *(903.2.1)*
N/A	Educational (E) *(903.2.2)*
N/A	Factory/Industrial (F-1) *(903.2.3)*
N/A	High-hazard (H-1, H-2, H-3, H-4, H-5) *(903.2.4)*
N/A	Institutional (I-1, I-2, I-3, I-4) *(407.5, 903.2.5)*
N/A	Mercantile (M) *(903.2.6)*
N/A	Residential (R) *(903.2.7)*
N/A	Storage/Repair garage (S-1) *(903.2.8)*
✓	Parking garages *(903.2.9)*
N/A	Windowless story *(903.2.10.1)*
N/A	Rubbish and linen chutes *(903.2.10.2)*
N/A	Buildings over 55 ft. high *(903.2.10.3)*
✓	Incidental use areas *(302.1.1)*
N/A	Additional required systems *(Table 903.2.13)*
N/A	International Fire Code *(IFC 903.2.13)*

AUTOMATIC SPRINKLER SYSTEMS* (903) (Design)

✓	Shop drawings *(106.1.1.1)*
✓	NFPA 13 system *(903.3.1.1)*
N/A	NFPA 13R system *(903.3.1.2)*
N/A	NFPA 13D system *(903.3.1.3)*
✓	Quick-response and residential heads *(903.3.2)*
✓	Actuation *(903.3.4)*
✓	Water suply *(903.3.5)*
✓	Hose connections *(903.3.6, 903.3.7)*
✓	Sprinkler monitoring and alarms *(903.4, 907.13)*

* Also see Fire Code Sprinkler Plan Review Record

ALTERNATIVE AUTOMATIC FIRE-EXTINGUISHING SYSTEMS (904)

N/A Installation *(904.3)*
N/A Wet-chemical systems *(904.5)*
N/A Dry-chemical systems *(904.6)*
N/A Foam systems *(904.7)*
N/A Carbon dioxide systems *(904.8)*
N/A Halon systems *(904.9)*
N/A Clean-agent systems *(904.10)*
N/A Commercial cooking systems *(904.2.1, 904.11)*

STANDPIPE SYSTEMS (905)

N/A Installation standards *(905.2)*
N/A Building height *(905.3.1)*
N/A Group A *(905.3.2)*
N/A Covered malls *(905.3.3)*
N/A Stages *(905.3.4)*
N/A Underground buildings *(905.3.5)*
N/A Helistops/heliports *(905.3.6)*
N/A Hose connections and locations *(905.1, 905.4, 905.5, 905.6)*
N/A Cabinets *(905.7)*
N/A Dry standpipes *(905.8)*
N/A Valve supervision *(905.9)*

PORTABLE FIRE EXTINGUISHERS (906)

✓ Required locations - IFC *(906.1)*

FIRE ALARM AND DETECTION SYSTEMS (907) (Where required)

✓ Construction documents *(907.1.1)*
✓ Assembly (A-1, A-2, A-3, A-4, A-5) *(907.2.1)*
✓ Business (B) *(907.2.2)*
N/A Educational (E) *(907.2.3)*
N/A Factory (F-1, F-2) *(907.2.4)*
N/A High-hazard (H-1, H-2, H-3, H-4, H-5) *(907.2.5)*
N/A Institutional (I-1, I-2, I-3, I-4) *(907.2.6)*
N/A Mercantile (M) *(907.2.7)*
N/A Residential (R-1, R-2) *(907.2.8, 907.2.9)*
✓ Single/multiple station smoke alarms *(907.2.10)*
N/A High rise buildings *(907.2.12)*
N/A Atriums *(907.2.13)*
N/A Other buildings/areas *(907.2.11, 907.2.14 - 907.2.23)*

FIRE ALARM AND DETECTION SYSTEMS (907) (Design)

N/A Residential smoke alarm power source *(907.2.10.2)*
N/A Residential smoke alarm interconnection *(907.2.10.3)*
✓ Location/Power supply/Wiring *(907.3 - 907.5)*
✓ Activation/Presignal/Zones *(907.6 - 907.8)*
✓ Alarm notification appliances *(907.9)*
✓ Detectors *(907.10 - 907.12)*
✓ Monitoring *(907.14)*

EMERGENCY ALARM SYSTEMS (908)

N/A Detection system applicable *(908.1 - 908.6)*

SMOKE CONTROL SYSTEMS (909)

N/A Where required *(402.9, 404.4, 405.5, 408.8, 410.3.7.2, 1019.1.8, 1024.6.2.1)*
N/A Design requirements *(909.1 - 909.4)*
N/A Smoke barriers *(909.5)*
N/A Pressurization method *(909.6)*
N/A Airflow method *(909.7)*
N/A Exhaust method *(909.8)*
N/A Equipment/Power *(909.10, 909.11)*
N/A Detection and control *(909.12 - 909.18)*
N/A Smokeproof enclosures *(909.20)*
N/A Underground buildings *(909.21)*

SMOKE AND HEAT VENTS (910)

N/A Requirements *(910.1 - 910.3)*
N/A Mechanical alternative *(910.4)*

FIRE COMMAND CENTER (911)

N/A Features *(911.1)*

OCCUPANT NEEDS (Chapters 10, 11, 12)

MEANS OF EGRESS (Chapter 10)

OCCUPANT LOAD *(1004.1.2 and Table 1004.1.2)*

Location	Floor Area	÷ Sq.ft./ person	= Occt. load	Other occt. loads	Total
SEE CODE PLAN FOR OCCUPANT LOADS					

CAPACITY OF EGRESS COMPONENTS *(1005.1 and Table 1005.1)*

Egress width (inch/occupant)

Stairways .3" P/P

Other egress components .2" P/P

CAPACITY

Location	Stairways	Other egress components
SEE CODE PLAN FOR EGRESS CAPACITIES / EXITS		

NUMBER OF EXITS *(1018.1, 1018.2)*

Location	Required	Shown
SEE CODE PLAN FOR EGRESS CAPACITIES / EXITS		

MEANS OF EGRESS (continued)

GENERAL MEANS OF EGRESS

✓	Design requirements *(1003.2 - 1003.7)*	✓	Door landings/Thresholds/Arrangement *(1008.1.4 -1008.1.7)*
✓	Means of egress illumination *(1006)*	✓	Door hardware *(1008.1.8, 1008.1.9)*
✓	Exit signs *(1011)*	✓	Stairways *(1009)*
✓	Accessible means of egress *(1007)*	✓	Handrails *(1009.11)*
✓	Means of egress doors *(1008.1-1008.1.2)*	N/A	Roof access *(1009.12)*
N/A	Special doors/Gates/Turnstiles *(1008.1.3, 1008.2, 1008.3)*	N/A	Ramps *(1010)*
		✓	Guards *(1012)*

EXIT ACCESS

✓	Door number and arrangement *(1013.2, 1014.1, 1014.2)*	N/A	Egress balconies *(1013.5, 1015.3)*
✓	Exit access travel distance *(1013.3, 1015.1)*	✓	Corridors *(1016)*
✓	Aisles *(1013.4)*	N/A	Air movement in corridors *(1016.4)*

EXITS / EXIT DISCHARGE

✓	Exits/Exit doors *(1017, 1018)*	N/A	Horizontal exits *(1021)*
N/A	Interior exit stairways *(1019)*	N/A	Exterior exit ramps/stairways *(1022)*
N/A	Exit passageways *(1020)*	✓	Exit discharge *(1023)*

OTHER MEANS OF EGRESS

✓	Miscellaneous egress requirements *(1014.3 - 1014.6)*	N/A	Assembly aisles & features *(1024.6 -1024.15)*
N/A	Bleachers *(1024.1.1)*	N/A	Emergency escape and rescue *(1025)*
N/A	Assembly exits & egress *(1024.2 - 1024.5)*		

ACCESSIBILITY* (Chapter 11)

✓	Scoping requirements *(1103)*	N/A	Dwelling units and sleeping units *(1107)*
✓	Accessible route *(1104)*	✓	Special occupancies *(1108)*
✓	Accessible entrances *(1105)*	✓	Features and facilities *(1109)*
✓	Parking and passenger loading *(1106)*	✓	Signage *(1110)*

*Also see Accessibility Plan Review Record

INTERIOR ENVIRONMENT (Chapter 12)

✓	Ventilation openings *(1203)*	✓	Sound transmission *(1207)*
✓	Temperature control *(1204)*	✓	Interior space dimensions *(1208)*
✓	Lighting *(1205)*	N/A	Access to unoccupied spaces *(1209)*
✓	Yards or courts *(1206)*	✓	Surrounding materials *(1210, 2509)*

BUILDING ENVELOPE (Chapters 13*, 14, 15)

*See Energy Conservation Code Plan Review Record

EXTERIOR WALLS (Chapter 14)

✓	Performance requirements *(1403)*	✓	Exterior wall coverings/MCM's *(1405, 1407)*
✓	Materials *(1404)*	N/A	Combustible material restrictions *(1406)*

ROOF ASSEMBLIES AND ROOFTOP STRUCTURES (Chapter 15)

✓	Weather protection *(1503)*	✓	Materials *(1506)*
N/A	Flashing *(1503.2, 1507.2.9, 1507.3.9, 1507.5.6, 1507.7.6, 1507.8.7, 1507.9.8)*	✓	Roof coverings *(1507)*
		✓	Roof insulation *(1508)*
✓	Performance requirements *(1504)*	N/A	Rooftop structures *(1509)*
✓	Fire classification *(1505)*	N/A	Reroofing *(1510)*

STRUCTURAL SYSTEMS (Chapters 16, 17, 18)

STRUCTURAL DESIGN (Chapter 16)

STRUCTURAL DESIGN CALCULATIONS

✓ Submitted for all structural members *(106.1, 106.1.1)*

DESIGN LOADS ON CONSTRUCTION DOCUMENTS (1603)

Uniformly distributed floor live loads *(1603.1.1, 1607)*

Floor Area Use	Loads Shown
SLAB ON GRADE	100 PSF
MEZZANINE	125 PSF
STAIRS	100 PSF

	Live load reduction *(1603.1.1, 1607.9, 1607.10)*
30 PSF	Roof live loads *(1603.1.2, 1607.11)*

Roof snow loads *(1603.1.3, 1608)*

30 PSF	Ground snow load, P_g *(1608.2)*
21 PSF	If P_g > 10 psf, flat-roof snow load, P_f *(1608.3)*
0.9	If P_g > 10 psf, snow exposure factor, C_e *(Table 1608.3.1)*
1.0	If P_g > 10 psf, snow load importance factor, I_s *(Table 1604.5)*
1.0	Roof thermal factor, C_t *(Table 1608.3.2)*
✓	Sloped roof snowload, P_s *(1608.4)*

DESIGN LOADS (continued)

Wind loads *(1603.1.4, 1609)*

ASCE 7 — Design option utilized *(1609.1.1, 1609.6)*

110 MPH — Basic wind speed *(1609.3)*

1.0 — Building category and wind importance factor, I_w *(Table 1604.5, 1609.5)*

C — Wind exposure category *(1609.4)*

[redacted] — Internal pressure coefficient *(ASCE 7)*

✓ — Component and cladding pressures *(1609.1.1, 1609.6.2.2)*

✓ — Main force wind pressures *(1609.1.1, 1609.6.2.1)*

Earthquake design data *(1603.1.5, 1614 - 1623)*

[redacted] — Design option utilized *(1614.1)*

II — Seismic use group ("Category") *(Table 1604.5, 1616.2)*

Ss=0.350g
S1=0.088g — Spectral response coefficients, S_{DS} & S_{D1} *(1615.1)*

D — Site class *(1615.1.5)*

B — Seismic design category *(1616.3)*

[redacted] — Basic seismic-force-resisting system *(Table 1617.6.2)*

[redacted] — Response modification coefficient, R, and deflection amplification factor, C_d *(Table 1617.6.2)*

[redacted] — Analysis procedure *(1616.6, 1617.5)*

[redacted] — Design base shear *(1617.4, 1617.5.1)*

Flood loads *(1603.1.6, 1612)*

✓ — Flood hazard area *(1612.3)*

✓ — Elevation of structure

Other loads

✓ — Concentrated loads *(1607.4)*

N/A — Partition loads *(1607.5)*

N/A — Impact loads *(1607.8)*

✓ — Misc. loads (*Table 1607.6, 1607.6.1, 1607.7, 1607.12, 1607.13, 1610, 1611, 2404)*

QUALITY ASSURANCE (Chapter 17)

✓ — Approvals/Research report(s) *(1703, 1703.4.2)* Report No. _____

✓ — Owner's special inspection program specified *(1704.1.1)*

✓ — Prefabricated items *(1704.2)*

✓ — Steel construction *(1704.3)*

✓ — Concrete construction *(1704.4)*

✓ — Masonry construction *(1704.5)*

N/A — Wood construction *(1704.6)*

✓ — Prepared fill and foundations *(1704.7, 1704.8, 1704.9)*

✓ — Wall panels and veneers/EIFS *(1704.10, 1704.12)*

N/A — Sprayed fire-resistant materials *(1704.11)*

[redacted] — Quality assurance plan - Seismic/Wind *(1705, 1706)*

[redacted] — Seismic resistance *(1707)*

✓ — Structural testing/Observations (seismic) *(1708, 1709)*

N/A — Testing (other) *(1710 - 1715)*

SOILS AND FOUNDATIONS (Chapter 18)

✓ — Soils investigations/Reports *(1802.1, 1802.6)*

✓ — Soil classification *(1802.3)*

✓ — Excavation, grading and fill *(1803)*

N/A — Load-bearing values *(1804)*

✓ — Footings and foundations *(1805)*

✓ — Retaining walls *(1806)*

N/A — Dampproofing and waterproofing *(1807)*

✓ — Foundations (other types) *(1808 - 1812)*

STRUCTURAL MATERIALS (Chapters 19, 21, 22, 23)

CONCRETE (Chapter 19)

✓ Plain and reinforced concrete design/construction standard specified *(1901.2, 1908)*

✓ Construction documents *(1901.4)*

✓ Minimum concrete strength *(Table 1904.2.2[2])*

✓ Hot weather and cold weather curing specified *(1905.12,1905.13)*

✓ Seismic design *(1910)*

✓ Slab provisions *(1911)*

MASONRY (Chapter 21)

✓ Design method, construction standard specified *(2101.2)*

✓ Construction documents *(2101.3)*

✓ Construction materials *(2103)*

✓ Mortar type *(2103.7)*

✓ Cold weather and hot weather construction specified *(2104.3, 2104.4)*

✓ Seismic design *(2106)*

N/A Glass unit masonry *(2110)*

N/A Fireplaces/Heaters/Chimneys *(2111, 2112, 2113)*

STEEL (Chapter 22)

✓ Structural steel design/construction standard specified *(2205)*

✓ Open-web steel joist design/construction standard specified *(2206)*

N/A Steel cable structures *(2207)*

N/A Steel storage racks *(2208)*

✓ Cold-formed steel design/construction standard specified *(2209)*

✓ Light framed cold-formed steel design/ construction standard specified *(2210)*

N/A Wind/seismic design of light-framed, cold-formed steel shear walls *(2211)*

WOOD (Chapter 23)

N/A Design method option used *(2301.2)*

MATERIAL STANDARDS / CONSTRUCTION REQUIREMENTS (2303 - 2306)

N/A Lumber *(2303.1.1)*

N/A Wood I-joists *(2303.1.2)*

N/A Glue laminated timbers *(2303.1.3)*

N/A Wood structural panels *(2303.1.4, 2304.6, 2304.7)*

N/A Fiber-, hard-, & particle-, boards *(2303.1.5 - 2303.1.7)*

N/A Decay and termite protection *(2303.1.8, 2304.11)*

N/A Structural composite lumber *(2303.1.9)*

✓ Fire-retardant-treated wood *(2303.2)*

✓ Hardwood plywood *(2303.3)*

N/A Metal plate connected trusses *(2303.4)*

N/A Joist hangers and connectors *(2303.5)*

N/A Fasteners and fastening *(2303.6, 2304.9, Table 2304.9.1)*

N/A Heavy timber construction *(2304.10)*

N/A Shear walls and diaphragms *(2305, 2306)*

CONVENTIONAL LIGHT-FRAME CONSTRUCTION (2308)

N/A Limitations satisfied *(2308.2)*

N/A Wind/Seismic requirements *(2308.2.1, 2308.2.2, 2308.11, 2308.12)*

N/A Braced walls *(2308.3, 2308.9.3)*

N/A Foundation anchorage *(2308.3.3, 2308.6)*

N/A Floor joists *(Tables 2308.8[1], 2308.8[2])*

N/A Wall studs *(Table 2308.9.1)*

N/A Girders *(Tables 2308.9.5, 2308.9.6)*

N/A Ceiling joists *(Tables 2308.10.2[1], 2308.10.2[2])*

N/A Roof rafters *(Tables 2308.10.3.[1] - 2308.10.3[6])*

N/A Roof uplift *(2308.10.1)*

NONSTRUCTURAL MATERIALS (Chapters 24, 25, 26)

GLASS AND GLAZING (Chapter 24)

N/A — Sloped glazing and skylights *(2405)*

✓ — Safety glazing *(2406, 2407, 2408, 2409)*

GYPSUM BOARD AND PLASTER (Chapter 25)

✓ — Gypsum board materials *(2506, Table 2506.2)*

N/A — Plaster *(2507, 2508, 2510 - 2513)*

PLASTIC (Chapter 26)

FOAM PLASTIC INSULATION (2603)

✓ — Labeling *(2603.2, 2603.5.6)*

N/A — Surface-burning characteristics *(2603.3, 2603.5.4)*

N/A — Thermal barrier *(2603.4)*

ROOF ONLY — Exterior walls/Roofs *(2603.5, 2603.6)*

N/A — Special approval *(2603.8)*

MISCELLANEOUS PLASTICS

N/A — Interior finish and trim *(2604)*

N/A — Plastic veneer *(2605)*

N/A — Light-transmitting plastics *(2606 - 2611)*

BUILDING SERVICES* (Chapters 27, 28, 29, 30)

ELEVATORS AND CONVEYING SYSTEMS (Chapter 30)

N/A — Construction standard specified *(3001.2)*

N/A — Hoistway enclosures *(3002)*

N/A — Opening protectives *(3002.1.1)*

N/A — Emergency operations *(3003)*

N/A — Hoistway venting *(3004)*

N/A — Conveying systems *(3005)*

N/A — Machine rooms *(3006)*

* Also see Electrical (Ch.27), Mechanical (Ch.28) and Plumbing (Ch.29) Plan Review Records

SPECIAL DEVICES AND CONDITIONS (Chapters 31, 34)

SPECIAL CONSTRUCTION (Chapter 31)

N/A — Membrane structures *(3102)*

N/A — Awnings and canopies/Marquees *(3105, 3106)*

N/A — Signs *(3107)*

N/A — Radio and television towers *(3108)*

N/A — Swimming pool enclosures *(3109)*

PEDESTRIAN WALKWAYS AND TUNNELS (3104)

N/A — Construction and use *(3104.3, 3104.4)*

N/A — Separation *(3104.5, 3104.10)*

N/A — Public way *(3104.6)*

N/A — Egress/Ventilation *(3104.7 - 3104.9, 3104.11)*

EXISTING STRUCTURES (Chapter 34)

N/A — Additions, alterations, repairs *(3403)*

N/A — Fire escapes *(3404)*

N/A — Change of occupancy *(3406)*

N/A — Accessibility *(3409)*

N/A — Compliance alternatives *(3410)*

BUILDING EVALUATION SUMMARY *(Table 3410.7)*

Existing occupancy _____ Proposed occupancy _____
Year building was constructed _____ Number of stories _____ Height in feet _____
Type of construction _____ Area per floor _____
Percentage of frontage _____% Corridor wall rating _____
Completely suppressed: Yes _____ No _____ Required door closers: _____ Yes _____ No _____
Compartmentation: Yes _____ No _____
Fireresistance rating of vertical opening enclosures _____
Type of HVAC system _____, serving n[illegible]
Automatic fire detection: Yes _____ No _____
Fire alarm system: Yes _____ No _____
Smoke control: Yes _____
Adequate exit routes: _____ Dead ends: Yes _____ No _____
Maximum exit access [illegible] _____ Elevator controls: Yes _____ No _____
Means of eg[illegible] _____ No _____ Mixed occupancies: Yes _____ No _____

BUILDING EVALUATION SUMMARY NOT USED - ALL NEW CONSTRUCTION

Safety parameters	Fire safety (FS)	Means of egress (ME)	General safety (GS)
3410.6.1 Building height			
3410.6.2 Building area			
3410.6.3 Compartmentation			
3410.6.4 Tenant and dwelling unit separations			
3410.6.5 Corridor walls			
3410.6.6 Vertical openings			
3410.6.7 HVAC systems			
3410.6.8 Automatic fire detection			
3410.6.9 Fire alarm system			
3410.6.10 Smoke control	****		
3410.6.11 Means of egress	****		
3410.12 Dead ends	****		
3410.13 Max. exit access travel distance	****		
3410.6.14 Elevator control			
3410.6.15 Means of egress emergency lighting	****		
3410.6.16 Mixed occupancies		****	
3410.6.17 Automatic sprinklers		÷ 2 =	
3410.6.18 Incidental use area protection			
Building score — total value			

**** No applicable value to be inserted.

BUILDING SAFETY EVALUATION SCORE *(Table 3410.9)*

Formula	Table 3410.7		Table 3410.8		Score	Pass	Fail
FS–MFS ≥ 0	_____ (FS)	—	_____ (MFS)	=	_____	_____	_____
ME–MME ≥ 0	_____ (ME)	—	_____ (MME)	=	_____	_____	_____
GS–MGS ≥ 0	_____ (GS)	—	_____ (MGS)	=	_____	_____	_____

FS = Fire Safety
ME = Means of Egress
GS = General Safety
MFS = Mandatory Fire Safety
MME = Mandatory Means of Egress
MGS = Mandatory General Safety

APPENDICES A - J

_____ Appendices adopted *(101.2.1)* _____ Compliance verified

CONSIGLI

Est. 1905

2.0 OCCUPANT/PLUMBING CALCULATIONS

PLUMBING FIXTURE COUNT

CONSIGLI
Est. 1905

The following plumbing fixture count has been developed per the requirements of the CT State Building Code amendments to the 2003 International Plumbing Code.

The fixture analysis was determined using Table 403.1 of the IPC based on the Occupancy Classifications present in the building and the number of occupants determined per Chapter 10 of the International Building Code per Section 403.1 of the Plumbing Code. The anticipated "design" occupant load for the facility, reflective of the planned class sizes will be significantly less, at 120 trainees and 12 staff.

The analysis below assumes a distribution of male and female occupants that differs from the code-required 50/50 assumption, as permitted by Section 403.3 of the code. Past projects of this type and the general distribution of the sexes in volunteer and professional Firefighting indicate that the vast majority of participants are male. This project has assumed a population distribution of 80% Male, 20% Female. This assumption is subject to review and acceptance of the Authority Having Jurisdiction, in accordance with Section 403.3 of the International Plumbing Code.

Drinking fountain quantities are not "rounded up" for each use group as rounding would lead to an exaggerated number of fixtures required for multiple occupancy classifications in one building. Based on calculated quantities, less than 1.5 fixtures are required for the aggregate of all occupancy classifications. This has been rounded up to two fountains required.

USE GROUP A3 ASSEMBLY		
508 total occupants		
	M	F
Occupant Load:	407	102
Occupants per Toilet:	125	65
# of Toilets Required	4	2
Urinals Allowed in Place of Toilets:	2	---
Occupants per Lavatory:	200	200
# of Lavatories Required:	3	1
Drinking Fountains	500	
Fountains Required:	1.018	

USE GROUP A2 ASSEMBLY		
60 total occupants		
	M	F
Occupant Load:	48	12
Occupants per Toilet:	75	75
# of Toilets Required	2	1
Urinals Allowed in Place of Toilets:	1	---
Occupants per Lavatory:	200	200
# of Lavatories Required:	1	1
Drinking Fountains	500	
Fountains Required:	0.12	

USE GROUP B BUSINESS		
31 total occupants		
	M	F
Occupant Load:	25	6
Occupants per Toilet:	25	25
# of Toilets Required	1	1
Urinals Allowed In Place of Toilets:	0	---
Occupants per Lavatory:	200	200
# of Lavatories Required:	1	1
Drinking Fountains	100	
Fountains Required:	0.31	

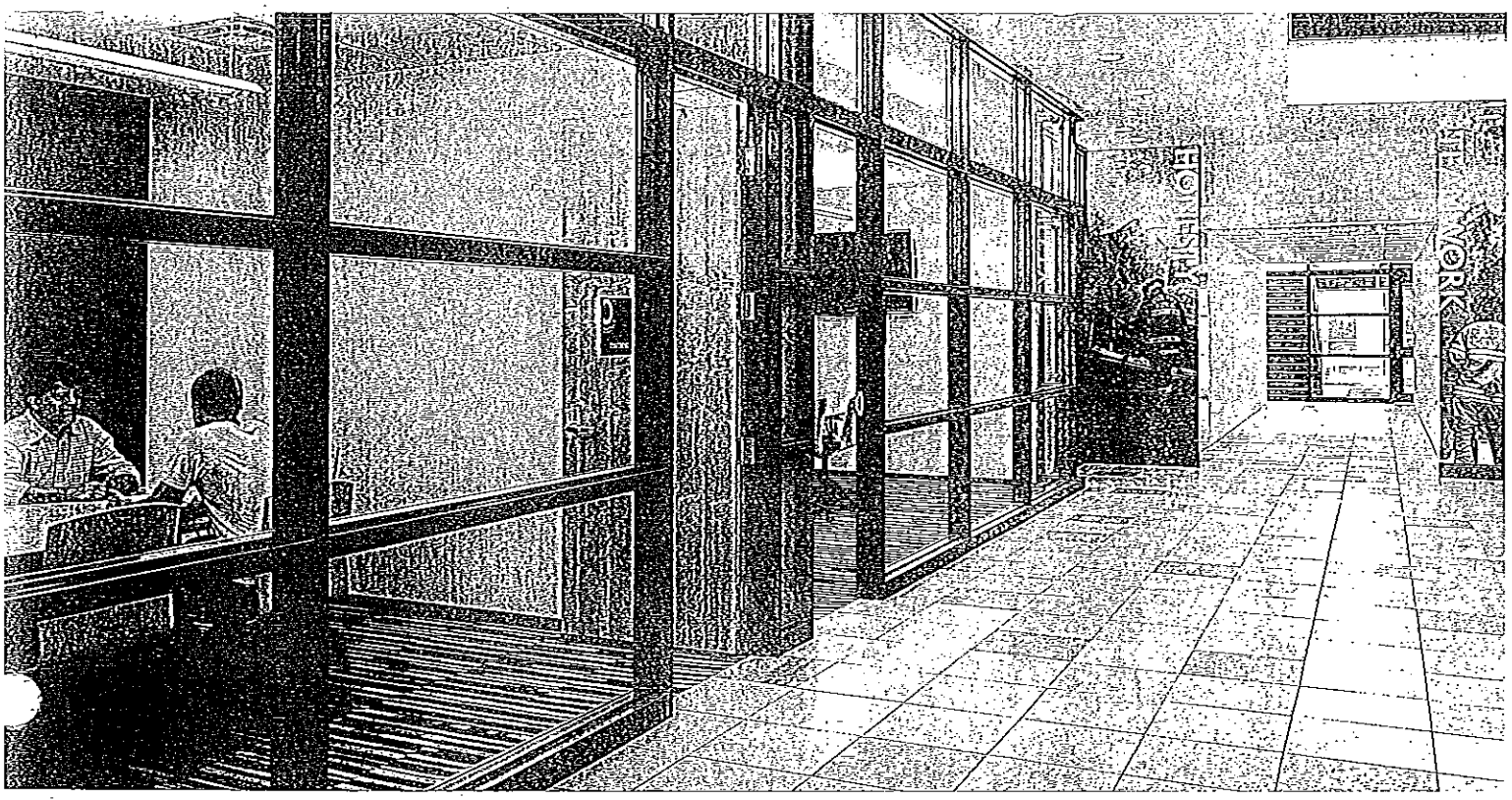
USE GROUP S2 STORAGE		
37 total occupants		
	M	F
Occupant Load:	25	6
Occupants per Toilet:	100	100
# of Toilets Required	1	1
Urinals Allowed In Place of Toilets	0	---

Occupants per Lavatory:	40	40
# of Lavatories Required:	1	1
Drinking Fountains	1000	
Fountains Required:	0.031	

TOTAL FIXTURES	M	F
Total Toilets/Urinals Required	8	5
Total Toilets/Urinals Provided	10	5
Urinals Provided In Lieu of Toilets	4	---
Lavatories Required	6	4
Lavatories Provided	9	5
Fountains Required	1.479	
Fountains Provided:	2	

8. COMISSIONING PLAN (CX PLAN)

CONSIGLI
Est. 1905



We have included on the following pages, a Commissioning Plan from BVH Integarated Services, Inc., our design-build M/E/P/FP Engineering & Commissioning partner for the Renovation of Fairfield Regional Fire School.

BVH
integrated
services

Design Phase Commissioning Plan

Fairfield Regional Fire School
Fairfield, CT

May 2014

Connecticut State Project No. BI-FP-14 DB
BVH Project No. 21-14-047

BVH INTEGRATED SERVICES, P.C.

50 Griffin Road South, Bloomfield, CT 06002
Phone: (860) 286-9171

One Gateway Center, Suite 701, Newton, MA 02458
Phone: (617) 658-9008

www.bvhis.com

TABLE OF CONTENTS

COMMISSIONING PLAN APPROVAL

This Commissioning Plan serves as a guide to the commissioning of facilities, utilities and equipment for Fairfield Regional Fire School Administration Building. The purpose of this Commissioning Plan Approval page is to indicate that the members of the Commissioning Team have reviewed and accepted the information contained herein for use on the above mentioned project.

WRITTEN BY	DATE
Commissioning Agent:	
Printed Name	
Signature	
APPROVED BY	**DATE**
Project Manager: DAS/PM	
Printed Name	
Signature	
APPROVED BY	**DATE**
Owner's Representative:	
Printed Name	
Signature	
APPROVED BY	**DATE**
Architect:	
Printed Name	
Signature	

WRITTEN BY	DATE
Electrical/Mechanical Engineer:	
Printed Name	
Signature	
APPROVED BY	DATE
Design Builder:	
Printed Name	
Signature	
APPROVED BY	DATE
Electrical Contractor:	
Printed Name	
Signature	
APPROVED BY	DATE
Mechanical Contractor:	
Printed Name	
Signature	

REVISION HISTORY

Revision A will be released for use as a planning tool with open issues if necessary. As more information becomes available, interim revisions (B, C) will be issued as necessary. After all open issues have been resolved; Revision 0 will be issued for approval. Following approval, revisions will be traced with the next sequential integer (1, 2). Following formal approval of Revision 0, each subsequent revision will require formal approval.

DOCUMENT REVISION HISTORY			
Revision	Date	Description	Prepared By
A			

COMMISSIONING TEAM

The Commissioning Team will consist of committed representatives of the Owner, Design Team and individual trade contractors. The following table identifies each member of the Commissioning Team as well as their affiliation with the project and a brief overview of their responsibilities during the commissioning process. The cooperation and participation required of the individuals listed below is essential in order to successfully complete the commissioning process.

Team Member	Company	Role	E-Mail	Responsibility
	Chosen by Owner CA	Commissioning Authority		Implement and direct the commissioning process, functionally test building systems, provide summary report. Develop OPR.
Alan Brown	Dore and Whittier	Designer - Architect	abrown@doreandwhittier.com	Develop BOD based on OPR and existing conditions. Include all aspects of commissioning in the contract documents.
Larry Jones	BVH Integrated Services	Designer - Engineer	larryj@bvhis.com	Develop BOD based on OPR and existing conditions. Include all aspects of commissioning in the contract documents.
David Wlodkowski	State of Connecticut	Owner - Project Management	David.wlodkowski@ct.gov	Develop OPR, including schedule.
Chris Tracy	Town of Fairfield	Owner - Maintenance and Operations	ctracy@town.fairfield.ct.us	Develop OPR, including operational details.
Mike Walker	Consigli	Design Builder	mwalker@consigli.com	Ensure commissioning is integrated into the construction process, including schedule
To be determined		Mechanical, Electrical, Plumbing Contractors		Assist in development and implementation of specific commissioning procedures.
To be determined		TAB and BMS Contractors		Assist in development and implementation of specific commissioning procedures.

OVERVIEW

This project is a State of Connecticut new facility costing more than $5,000,000 and therefore required to comply with the High Performance Regulations. Fairfield Regional Fire School Administration Building has been and after completion of the project will continue to serve the State of Connecticut. This project is targeted for completion around in 2017. This project is targeted for CT High Performance

The intent of commissioning Fairfield Regional Fire School Administration Building is to make every effort to ensure that the environmental quality of the facility is acceptable and satisfies the design parameters, prior to its occupancy. Additional goals of commissioning are to provide documented confirmation that a facility fulfills the performance requirements of the building owner, occupants, and operators. This is accomplished by providing quality assurance of the installation and functionality of the building systems and equipment.

The term commissioning refers to the comprehensive evaluation of a building project to ensure that the finished facility operates within the guidelines and parameters dictated by the Owner's Project Requirements (OPR). The intended physical and architectural characteristics of a given space, the number of occupants and the types of activities that take place within it have a direct impact on how the control systems of that space operate. Modern buildings include various control systems capable of controlling environmental properties such as space conditioning, lighting, and noise level. The facility's environmental quality is directly related to how well the aforementioned fields interact with one another.

As the Commissioning Authority, XXX will supervise and oversee the commissioning process. This process is best described as a systematic verification to determine that each individual system functions as intended. In addition to this work, the Commissioning Agent will develop and utilize functional test procedures that will be used to verify and document the performance of those systems being commissioned. If there are deficiencies identified within a particular system during the commissioning process, then the Commissioning Authority will facilitate discussions with the Owner, Design Builder, and Design Team. Dependent on the outcome of these discussions, the Owner will finalize their decisions on how they will proceed in bringing the systems to an acceptable standard.

This commissioning plan has been developed by BVH Integrated Services, P.C. to act as an informational document to clarify how the commissioning process shall proceed. This plan will outline the responsibilities of the Commissioning Authority, Owner, Design Team, and Contractors.

This project is also slated to be a CT High Performance Building. The minimum commissioning-related requirements include verification and ensuring that fundamental building elements and systems are designed, installed and calibrated to operate as intended. The project Owner is required to implement or have a contract in place to implement the following fundamental best practice commissioning procedures.

- Engage a commissioning team that does not include individuals directly responsible for project design or construction management.
- Review the design intent and the basis of design documentation.
- Incorporate commissioning requirements into the construction documents.
- Develop and utilize a commissioning plan.
- Verify installation, functional performance, training and operation and maintenance documentation.
- Complete a commissioning report.

The Owner then needs to provide the LEED Letter Template, signed by the Owner or Commissioning Agent, confirming that the fundamental commissioning requirements have been successfully executed or will be provided under the existing contract; engage a Commissioning Authority and adopt a commissioning plan; include commissioning requirements in Bid Documents and task the Commissioning Agent to produce a commissioning report once commissioning activities are completed.

To qualify for the additional Enhanced Commissioning credit towards LEED certification (EA Credit #3), the Owner must verify and ensure that the entire building is designed, constructed and calibrated to operate as intended. In addition to the Fundamental Building Commissioning prerequisite, the Owner must implement or have a contract in place to implement the following additional commissioning tasks:

- A commissioning authority independent of the design team shall conduct, at a minimum, one commissioning design review of the Owner's Project Requirements, Basis of Design, and Design Documents prior to mid-construction documents phase and back-check the review comments in the subsequent design submissions.
- An independent commissioning authority shall review the contractor submittals relative to systems being commissioned.
- Develop a systems manual that will provide future operating staff the information needed to understand and optimally operate the commissioned systems.
- Verify that the requirements for training operating personnel and building occupants are completed.
- Conduct a review of the building systems / operations within ten (10) months after substantial completion with the O&M staff and occupants.

The Owner then needs to provide the LEED Letter Template, signed by the Owner or independent Commissioning Agent as appropriate, confirming that the required additional commissioning tasks have been successfully executed or will be provided under an existing contract.

PROCESS

The Commissioning Authority has developed this Design Phase Commissioning Plan which outlines the responsibilities and procedures that will be used throughout the duration of the commissioning process. The plan identifies which systems are to be commissioned and provides an overview of the methods of verification and documentation that will be utilized by the CxA. Preliminary schedules for the functional testing of the systems will be outlined. This preliminary commissioning plan will be reviewed by the Owner. After approval of the commissioning plan, the CxA will be responsible for presenting and reviewing it with the Commissioning Team. This commissioning plan will be updated to more accurately reflect the specific requirements of this project as the job progresses. The members of the Commissioning Team will participate in the commissioning process as outlined below.

Design Reviews

The Commissioning Authority will review the Design Documents at 100% CD submission. The established Owner's Project Requirements (OPR) and the Basis of Design (BOD) documents provide the basis for the CxA's design review. In addition to reviewing the design for compliance with the OPR and BOD, the CxA will assess the design for energy efficiency, proper function, ability to be commissioned and completeness.

The CxA will provide the design review comments in a keyed note matrix format corresponding to specific drawing references where applicable. The Design Team will respond in the same format. A meeting will be scheduled with the Owner, Design Team and CxA to discuss the final disposition of the review comments. A timeframe for inclusion of all comments agreed to shall be established to ensure revisions are incorporated in following submissions. This process can be minimized with the completion of the OPR and BOD prior to the design review so all parties may have a clear understanding of the Owner's requirements and design criteria during the review. The Owner has the final design making authority over the inclusion of any review comments into the design.

Specifications

The Commissioning Authority will develop the commissioning specifications for the project to accomplish two key objectives:

- Provide general commissioning specifications that detail project requirements.

- Provide specific requirements for special systems and equipment, early submissions of necessary O&M manuals and training plans and other key tasks.

The CxA will develop and provide the general commissioning specifications sections and will work with the Design Team to develop language regarding equipment or system specific commissioning requirements to be included in other sections. Specification Section 01 81 00 "Commissioning Requirements" will be provided by the CxA for the Bid Documents submission as a single document including both disciplines.

Building Envelope

The Building Envelope systems include below grade damp-proofing and waterproofing; below slab vapor barriers; façade veneers (masonry, MWP's); air-vapor barrier; roofing systems; exterior glazing systems; exterior thermal insulation systems; and sealant installations. The testing includes verification of the specified performance criteria for systems including air and adhesion testing for the AVB; air and water infiltration for the storefront, window and curtain wall systems; uplift tests for the roofing system; adhesion testing for the exterior sealants; thermal imaging of the exterior façade and roof systems.

Controls Review

The Commissioning Authority will perform a review of the designed control systems strategy. The intent of the review is to verify that the strategy will meet the Owner's Project Requirements and the needs of the commissioning process, i.e., functional performance testing. The CxA will also review the controls specifications to assure that all necessary requirements for coordination with the Testing, Adjusting, and Balancing (TAB) subcontractor are included.

Controls Checkout Plan

As detailed in the specifications, the Controls Subcontractor will develop and submit a control checkout plan detailing the process they intend to use to verify the installation and functionality of the controls system including a step-by-step description of the process and forms that will be used to document the controls checkout. The Controls Subcontractor will coordinate with the Testing, Adjusting, and Balancing (TAB) Subcontractor to ensure that appropriate control equipment is available for use and training has been provided to the TAB Subcontractor for completion of the TAB work.

Testing, Adjusting, and Balancing

The TAB Subcontractor will develop and submit a TAB Strategies and Procedures Plan per the specifications, including a description of how the control system will be used during the TAB execution, for review and comment as required by the applicable specification section. The CxA will review the plan for effectiveness and coordination and may provide comments on the plan. The CxA does not approve the plan. The

Controls Subcontractor shall also review the plan for feasibility of use by the controls system. TAB work must be performed after the controls system has been completed and all checkout and startup documentation has been completed by the Controls Subcontractor to assure accurate testing, adjusting and balancing. The CxA will verify the air and water balancing by spot checking systems, reviewing completed balancing reports and through selected site observation.

Pre-Functional Checklists

The Commissioning Authority will produce pre-functional checklists that can be used *by the installing contractors* prior to the start of functional testing. These checklists are tools to help the Design Builder (DB) and subcontractors verify that the installation complies with the Contract Documents. Any deficiencies that are found can then be corrected early in the process when the contractors are fully mobilized on site. The pre-functional checklists will be created for all equipment included in the scope of the commissioning process, as defined later in this document.

The CxA still performs a full verification of the installation as part of the functional testing, but the pre-functional checklists give the installing contractors a chance to review their own installation prior to the functional testing.

Functional Testing

The Commissioning Authority will coordinate, supervise and participate in the Functional Performance Testing (FPT) of the building systems and equipment. This testing will be done in accordance with the approved functional test procedures and the results will be recorded on the functional test sheets provided by the CxA. The contractors will provide trained technicians that have participated in the installation of the systems and equipment being tested to assist in the functional testing process. The Owner will also provide operational staff to participate in the functional testing.

The CxA provides a sample FPT in the appendix of the plan and develops FPT procedures in a sequential written form, coordinates, oversees and documents the actual testing. Conditional variations such as emergency modes and opposite seasonal testing are identified in the FPTs. Some FPTs may include DDC trend logging to confirm system operation.

When a piece of equipment or system has been verified by the contractors as ready for testing, they will notify the CxA and that piece of equipment and/or system will be examined for commissioning readiness. Once deemed complete, the functional testing will commence.

If the system appears not ready for testing or fails during the testing process, the CxA will update the BVH Commissioning Portal and notify the contractors and Owner that

the portal has been updated. This update will describe any and all deficiencies and what the recommended action is to correct any problems. If assistance is needed from the Design Team, a request will be incorporated into the updated Portal Commissioning Notice, asking for such recommendations and/or comments from the Design Team. Any review comments shall be updated via the BVH Commissioning Portal. After review and approval, this notice shall be given to the respective contractors. Once the contractors have made any necessary corrections, they will update the BVH Commissioning Portal as necessary. Once a corrective item has been completed, the CxA shall resume testing this outstanding item.

The CxA will keep the Owner, Design Team and contractors informed of the process of this testing by providing a bi-weekly report or Commissioning Notice. If the test results do not comply with the test standards, the CxA will facilitate a meeting between the Owner, Design Team and contractors to resolve the issue. The CxA will provide recommendations of what actions should be taken and moderate discussions concerning any outstanding issues. The Owner and Design Team will provide the final decision of what approach will be taken and direct the responsible parties to take corrective action.

If the test fails more than one re-test due to lack of appropriate action by the contractors, the CxA will call a meeting to discuss appropriate resolutions and procedures. The final testing results for each test will be included in the Commissioning Authority's Commissioning Report which will be submitted to the Owner upon completion of the commissioning process.

SCHEDULE

Incorporation of commissioning into the project schedule requires coordination among the commissioning team members.

During construction, it is essential that the flow of information and materials include the CxA and that time for CxA review and any required revisions be allowed. The CxA will work with the lead individuals on overall project scheduling, typically the Architect and Design Builder, to ensure that the commissioning milestones are included.

Detailed testing and training schedules will be developed by the CxA and DB as construction progresses, establishing sequential priorities to ensure work progresses in a logical manner that supports the commissioning process. Examples of the sequential priorities that will be required for the project include:

- Equipment may not be temporarily started until proper construction start-up, checkout and documentation has been performed.

- Functional testing does not begin until construction and start-up checkout and TAB have been completed for any given system (this does not preclude a phased approach).
- The controls system and the equipment it controls are not functionally tested until all control points have been calibrated and all related control testing completed.
- The controls system programming has been tested in conjunction with the point-to-point checkout and sensor calibration.

RESPONSIBILITIES

Commissioning Authority

The Commissioning Authority will prepare a Preliminary Commissioning Plan and submit this plan to the Owner for review. The CxA will adjust the document based on the Owner's assessment and related comments and submit it for final approval. The CxA and Owner will review the final commissioning plan with the contractors involved. Specific responsibilities vary with the management scenario and the CxA's specific scope of services. Ideally, the same party or firm acts as Commissioning Authority through all project phases, as detailed below.

Design

During design, the Commissioning Authority directs commissioning activities, possibly performing many of them, depending on the management scenario in place. The core commissioning responsibilities are:

- Reviewing the Designer's BOD, plans, and specifications, ensuring they meet the OPR.
- Developing the initial design phase commissioning plan.
- Ensuring that commissioning, training, and documentation requirements are reflected in construction contract documents.

Construction

During construction, the Commissioning Authority is in charge of the commissioning process and makes final recommendations to the Owner about functional performance of commissioned building systems and assemblies. The CxA is an advocate for the Owner, acting as independently and objectively as possible. The core commissioning activities during construction are to:

- Review construction submittals
- Observe installations and start-up
- Organize, plan, develop, and execute testing
- Review traditional O&M manuals
- Verify operator training

Post Occupancy

During occupancy and operations, the Commissioning Authority helps resolve commissioning issues and directs opposite-season testing. The CxA will participate in a near-warranty-end review of system and assembly performance.

Owner

The Owner will review the Preliminary Commissioning Plan and provide comments to the Commissioning Authority. As required, they will meet with the CxA to clarify any changes to the document. The Owner will approve the final document. With the CxA, they will review the final commissioning plan with the contractors involved.

Owner's Project Management Staff

The Owner's project management staff's ultimate responsibility is to see that the commissioning plan is executed. The Owner should include commissioning responsibilities in all commissioning team members' scopes of services, make sure there is sufficient time for commissioning in the project schedule, ensure the CxA is receiving cooperation from other team members, and ensure that other Owner responsibilities (developing the OPR, having O&M staff participate during construction) are fulfilled. The Owner ensures that all design review and construction phase issues identified through commissioning are resolved in a timely manner.

Owner's Operations Staff

Pre-Design

The Owner's O&M staff should establish the OPR during pre-design.

Design

During design, this staff contributes to reviews the Designer's BOD, plans, and specifications.

Construction

During construction, this staff may:

- Assist in reviewing selected submittals
- Assist in construction observation, verifying completion of construction checklists and observing start-up
- Participate in or witness testing
- Review O&M and systems manual
- Participate in training

Post Occupancy

The Owner's O&M staff's role and responsibilities are:

- Participate in a post occupancy / near-end-of warranty review with the General Contractor, Designer, and Commissioning Authority.
- Share any warranty or construction related items and cooperate with the Commissioning Authority in executing post occupancy commissioning activities.
- Assist in resolving issues identified during the construction process.

Design Team

The Design Team will understand the commissioning process as outlined in the commissioning plan and provide participation as detailed in the plan or as requested by the Owner.

Design

The design professionals should develop complete Basis-of-Design (BOD) documentation, including design narratives, rationale, and criteria, according to their scopes of services, and update this document with each new design submission. They provide input to the commissioning plan, respond to questions and concerns by the CxA and others, respond to design review comments, and incorporate commissioning requirements in the construction contract documents.

Construction

During construction, Designers shall:

- Review the commissioning plan
- Attend selected commissioning meetings
- Answer questions about system design and intended operation
- Update design narratives in the BOD to reflect as-built conditions
- Respond to or incorporate CxA comments on construction submittals and O&M manuals
- Help resolve design-related issues raised during commissioning
- Perform specified training
- Submit required portions of the Systems Manual

Post Occupancy

The Design Team's role and responsibilities are:

- Participate in a post occupancy / near-end-of warranty review with the General Contractor, Designer, and Commissioning Authority.

- Assist in providing any corrective solutions to warranty or construction related issues identified, and cooperating with the CxA in executing post occupancy commissioning activities.

Additional tasks sometimes required are to present system description overviews for primary systems during O&M staff training, review and approve testing plans and procedures, review completed test forms, or witness selected tests.

Design Builder

The Design Builder's (DB) role varies with construction responsibilities. When they have significant oversight for the Owner (e.g., schedule management, submittal review, change order authority), their commissioning role is more like the Owner's.

The DB's role shall be to ensure the contractors are executing their commissioning responsibilities according to the commissioning plan and help resolve issues. Throughout the commissioning process, the CxA will generate documents containing deficient or outstanding items and share them with the Commissioning Team. It is important that the DB obtain all necessary information back from the subcontractors for communication back to the CxA via the on-line tracking database. This is necessary to assure proper issue tracking and proper close-out of any outstanding items identified throughout the commissioning process.

Design

The Design Builder reviews commissioning requirements and performance criteria for coordination, schedule, and cost implications.

Construction

The Design Builder's roles and responsibilities are:

- Ensuring subcontractors' commissioning work is completed and cooperating with the Commissioning Authority in executing the commissioning plan
- Providing input into the commissioning plan
- Integrating the commissioning schedule into the overall project schedule
- Participating in commissioning meetings
- Responding to questions and issues raised by the Commissioning Authority
- Resolving issues identified during commissioning and coordinating correction of identified deficiencies
- Providing equipment, system and assembly data and information needed by the Commissioning Authority
- Performing specified training
- Submitting required portions of the Systems Manual

Post Occupancy

The Design Builder's roles and responsibilities are:

- Post occupancy / near-end-of warranty review with the Owner, Designer, and Commissioning Authority.
- Ensuring subcontractors are responding to warranty items and cooperating with the Commissioning Authority in executing post occupancy commissioning activities.
- Resolving issues identified during commissioning and coordinating correction of identified deficiencies.

Trade Contractors

Design

Trade Contractors of specialty or complex systems or designs should review commissioning requirements and performance criteria of their systems for coordination, schedule, and cost implications.

Construction

The responsibilities of the Installing trade contractors (and vendors, as appropriate) include:

- Cooperating with the Commissioning Authority (and the contractor's Commissioning Manager, when applicable) in executing the commissioning plan.
- Providing input into the commissioning plan.
- Coordinating with other trades as necessary to facilitate a smooth and complete commissioning process.
- Participating in commissioning meetings.
- Responding to questions and issues raised by the Commissioning Authority.
- Executing and documenting tasks in the construction checklist and start-up process.
- Performing and documenting tests when in their scope.
- Participating in resolving issues identified during commissioning.
- Correcting identified deficiencies and responding to deficiency notices via the on-line tracking database (BVH Commissioning Portal).

Post Occupancy

The responsibilities of the installing trade contractors (and vendors, as appropriate) include:

- Post occupancy / near-end-of warranty review with the Owner, Designer, and Commissioning Authority.

- Ensuring proper response to warranty items and cooperating with the Commissioning Authority in executing post occupancy commissioning activities.
- Resolving issues identified during commissioning and correction of identified deficiencies.

Commissioning-related activities of trade contractors are to prepare O&M manuals and submissions to the systems manual and provide training on commissioned systems and assemblies.

COMMISSIONING DOCUMENTS

In order to gain a complete understanding of the design intent and desired functionality of systems and equipment to be commissioned, the Commissioning Authority requires several documents from the Owner, Design Team and contractors. It should be noted that the CxA will view the Contract Documents (plan drawings, specifications, etc.) as taking precedence over any other forms of project documentation.

The documents utilized by the CxA include but are not limited to the following.

Owner's Project Requirements (OPR)

- Also referred to as the design intent, the OPR is documentation of a project's functional requirements and expectations of how it will be used and operated. This includes project and design goals, measurable performance criteria, budgets, schedules, success criteria, and supporting information.

Basis of Design (BOD)

- The basis of design is the documented primary decision-making process and assumptions behind design decisions made to meet the OPR. It describes the systems, assemblies, conditions and methods chosen to meet these requirements.

Contract Documents

- Contract documents include all addenda, trade plan drawings, specifications, sequences of operations, etc., as produced by the Architect and/or Engineer of Record and their consultants to obtain construction bids.

Construction Checklists

- Construction checklists are detailed sheets used by the Commissioning Authority to ensure all equipment is installed per the contract documents. These sheets are customized by the CxA for the specific piece of equipment or specific system being commissioned.

Submittals

- Equipment submittals and shop drawings are detailed specification sheets and assembly details of the exact equipment to be installed as part of the project. Submittals and shop drawings are produced by the manufacturer, supplier or fabricator of the equipment for review and approval by the Architect or Engineer of Record. The CxA also reviews applicable submittals to ensure conformance with the commissioning plan.

Change Orders

- Change orders are changes to the contract documents that occur after a project price has been bid or negotiated. Regardless of the cause, change orders can change the scope of the project or affect the commissioning requirements of the project or specific systems.

Manufacturer Approved Equipment Start-Up Reports

- Equipment manufacturers possess the most detailed knowledge regarding the equipment they provide. All applicable information provided by manufacturers will be incorporated in the commissioning process.

O&M Manuals and Associated Equipment Manufacturer's Documentation

- Operation and Maintenance (O&M) manuals and associated equipment manufacturers documentation will be used to generate the construction checklists and are key components of the training of operations and maintenance personnel.

Commissioning Plan

- This is an overall plan, developed before bidding (Design Phase Commissioning Plan) or after bidding (Construction Phase Commissioning Plan), that provides the structure, schedule, and coordination planning for commissioning. The commissioning plan is updated as the project progresses from pre-design, through design and construction.

Pre-Functional Checklists

- Pre-functional checklists are detailed sheets created by the Commissioning Authority and used by the installing contractors to ensure all important equipment details are included in the installation. These sheets are customized by the CxA for the specific piece of equipment or specific system being commissioned.

Functional Performance Test Sheets

- Functional performance test sheets are detailed sheets used by the Commissioning Authority to ensure all important equipment parameters are verified during initial operation of equipment for the commissioning process. These sheets are customized by the CxA for the specific piece of equipment or specific system being commissioned.

Indoor Air Quality (IAQ) Assessments

- The acceptance tests and the functional performance tests, together with the documentation requirements of the commissioning process, will allow factors that affect IAQ such as outdoor air ventilation rate, ventilation effectiveness, and contaminant removal and control to be documented and verified.

Systems Manual

- The systems manual will provide the information needed to understand, operate, and maintain the systems and to inform others about the systems. It is to be the repository of all updates and corrections as they occur.

BVH Commissioning Portal

- The BVH Commissioning Portal is an on-line tracking database. The portal is used by the Commissioning Authority to track issues and assign responsibility for corrective action. All members of the Design/Construction/Commissioning Team will be given access to the commissioning portal as required to respond to issues or deficiencies.

Commissioning Notices

- The commissioning notice is typically a bi-weekly report generated by the Commissioning Authority that identifies the project progress as it relates to building commissioning. The commissioning notice is a summary of current issues from the on-line tracking database (BVH Commissioning Portal). The commissioning notice is distributed to the Owner, Design Team, and responsible contractors, when applicable, at commissioning progress meetings. The commissioning notice identifies and tracks the corrective action of deficiencies identified by the CxA.

Commissioning Reports

- The Commissioning Authority will write and submit a final commissioning report detailing, for each piece of commissioned equipment or assembly, the adequacy of equipment or assemblies meeting the contract documents. The following components are typically included:

- Description of the OPR
- Description of the project specifications
- Verification of installation (commissioning notices)
- Functional performance tests sheets
- O&M documentation evaluation
- Training program evaluation
- Value of the commissioning process
- Outstanding issues
- Systems Manual

Noncompliance items will be specifically listed. A brief description of the verification method used (manual testing, trend logs, data loggers, etc.) and observations and conclusions from the testing will be included. The final commissioning report is updated after occupancy / operations phase commissioning.

SYSTEMS TO BE COMMISSIONED

The following list gives a description of the types of systems to be commissioned. The system description is meant to include all support equipment, components and controls. This list was generated based on the request for proposal and design development construction documents. The purpose of this commissioning effort will be to verify and document the operation of the following systems:

Mechanical Systems:

1. Building Envelope, including the following:
    - To be determined
2. Heating Systems, including the following:
    - Gas-fired, high efficiency condensing boilers
    - Induced draft fan
    - Flue Stack Economizer and all appurtenances
    - Combustion air makeup fan
    - De-aerators and surge tank
    - Boiler feed pumps
    - Blowdown separators
    - Plate & frame heat exchangers
    - Primary hot water pumps
    - Reheat coils
    - Cabinet Unit heaters & Unit heaters
    - Radiant panels
    - Radiant floor heating systems

- Heat tracing Systems
- Condensate Pumps
- All associated appurtenances and controls will be thoroughly evaluated under all operating scenarios.

3. All air handling units and energy recovery units including All DDC controls associated with the air handling and distribution equipment.
4. Ductwork and piping will be examined to ensure proper installation procedures are followed, including review of installation drawings, witnessing of pressure testing and duct air leakage testing.
5. All of the terminal distribution devices (VAV boxes with/without reheat) including Iris M motorized dampers.
6. All fan coil units.
7. All split A/C units including CRAC units.
8. All general exhaust and specialty exhaust fans and systems.
9. The building management system and controls associated with the above equipment

Plumbing Systems:

1. All domestic water heaters, recirculation systems and tempering valves.
2. Gas systems and alarm system
3. Sensor-activated, plumbing fixtures
4. Electric water coolers

Electrical Systems:

1. Emergency Lighting
2. All lighting controls including sweep lighting, occupancy sensors.
3. Specialty electrical testing requirements as set forth in the contract documents

COMMISSIONING PHASE PROCESS OVERVIEW

COMMISSIONING DURING DESIGN

Objectives

Design phase commissioning objectives include the following:

- Update the design phase commissioning plan as needed.
- Review and document updates to the OPR.
- Verify the BOD document against the OPR.
- Verify plans and specifications against the BOD and OPR.

- Develop the commissioning plan for the construction and occupancy / operations phases.
- Develop and incorporate commissioning requirements into project specifications.
- Begin developing the systems manual.
- Define training requirements for O&M personnel.
- Perform commissioning-focused design reviews.
- Accept the design phase commissioning.

Additional Commissioning Team Tasks

Additional design phase responsibilities of the Commissioning Team (led by the Commissioning Authority, who is frequently responsible for these requirements) include the following:

- Build and maintain cohesiveness and cooperation among the project team.
- Assist Owner in preparing requests for project services that outline commissioning roles and responsibilities developed in the commissioning plan.
- Ensure that commissioning activities are clearly stated in all project scopes of work.
- Develop scope and budget for project-specific commissioning process activities.
- Identify specialists who will be responsible for commissioning specific systems and assemblies.
- Conduct and document commissioning team meetings.
- Inform all commissioning team members of decisions that result in modifications to the OPR.
- Integrate commissioning into the project schedule.
- Track and document issues and deviations relating to the OPR and document resolutions.
- Write and review commissioning reports.

COMMISSIONING DURING CONSTRUCTION

Objectives

Commissioning during construction (also known as the **Acceptance Phase**) should document and verify that:

- All systems and assemblies are provided and installed as specified.
- All systems and assemblies are started and function properly.
- The systems manual is updated and provided to facility staff.
- Facility staff and occupants receive specified training and orientation.

Additional Commissioning Team Tasks

Pre-Functional Verification

A detailed schedule for all commissioning activities, with specific dates consistent with the overall project construction schedule will be developed, with the assistance of the Owner's operations and maintenance personnel, to assist the Design Builder in scheduling the responsible subcontractor to assist where necessary.

Functional testing of all applicable systems and subsystems cannot begin until:

- HVAC systems and associated subsystems have been completed, calibrated, and started up and are believed to be operating in accordance with the contract documents.
- Automatic control systems have been completed and calibrated and are believed to be operating in accordance with the contract documents.
- Testing, adjusting, and balancing procedures have been completed, and all TAB reports have been submitted and reviewed and discrepancies corrected and accepted.
- A statement shall be issued certifying that all work has been completed and equipment and systems are operational in accordance with the contract documents.

Before the functional testing can start, a list of all equipment and systems involved in the commissioning process shall be developed. This list will be compiled based on construction document reviews, shop drawing submittals, and input from the Design Team and Owner.

Based on this list of equipment to be commissioned, pre-start / start-up documentation for all equipment and systems involved in the commissioning process must be provided by the contractors prior to any functional testing. This documentation must include detailed, step-by-step procedures used in the start-up of equipment and must clearly indicate all manufacturer required checkout procedures and evidence that such procedures have been thoroughly completed. This documentation shall also clearly state that such equipment has been put through the appropriate season startup process, conducting the functional performance tests on each piece of equipment and system. Provisions for verifying all relevant data, recording the results obtained, and listing the parties involved in each start-up and checkout must be included in the documentation.

Functional Testing

The Commissioning Authority will direct the performance of all functional test procedures. The CxA will provide a bi-weekly report or commissioning notice of the progress of functional testing. The CxA will provide recommendations and moderate

meetings with all parties to discuss solutions to any problems identified during testing. The final testing results for all tests will be included in the CxA's commissioning report which will be submitted to the Owner upon completion of the commissioning process.

The Owner will provide time for their operations staff to participate in the functional testing under the supervision of the CxA. The Owner will review all weekly reports and commissioning notices. When required, they will review the functional test reports with the Design Team and direct the contractors to take corrective action where deemed necessary. As required, the Owner will review with all parties any problems identified during the functional testing process. With the Design Team, the Owner will direct appropriate parties to take corrective action to solve problems identified during the testing process.

If so desired by the Owner, the Design Team will assist the Owner in reviewing the CxA's reports. As required, they will review with all parties any issues identified during the functional testing process. With the Owner, the Design Team will direct appropriate parties to take corrective action to solve problems identified during the testing process.

The contractors will assist the CxA in the functional testing by providing the correct personnel when requested by the CxA. The contractors will act in a timely manner to correct any problems described in any of the commissioning reports. The contractors will document all corrective actions taken as noted on the commissioning reports. The contractors will participate in discussions with all parties to determine possible solutions to any problems encountered during the functional testing. As directed by the Owner and Design Team, the contractors will take required actions to correct problems identified during the functional testing process.

POST OCCUPANCY COMMISSIONING

The Commissioning Team shall perform a post occupancy or near-end-of-warranty review of the project. The CxA shall return to the site two (2) months prior to the end of the warranty period. The CxA will review current building operation with the facility staff and address the condition of outstanding issues related to the Owner's project.

The CxA will also interview facility staff to identify problems or concerns they have in operating the building as originally intended. The CxA will provide suggestions for improvements and record these changes in the systems manual. The CxA will identify any problems covered under the warranty or under the original construction contract.

The documented warranty or construction related problems will be shared with the Commissioning Team. The Design Builder or General Contractor shall be responsible for organizing the respective subcontractors to perform any corrective actions required to resolve these problems identified.

APPENDIX

Appendix A - Owner's Project Requirements (OPR)

To be inserted when received by the Design Team and incorporated into the construction phase commissioning plan

Appendix B - Basis of Design Document (BOD)

To be inserted when received by the Design Team and incorporated into the construction phase commissioning plan

Appendix C - Commissioning Schedule / Milestones

To be completed in the construction phase commissioning plan

Appendix D - Pre-Functional Checklists

To be completed in the construction phase commissioning plan

Appendix E - Functional Performance Test Sheets

To be completed in the construction phase commissioning plan

Appendix F - Manufacturer's Equipment Start-Up Checklist

To be completed in the construction phase commissioning plan

Appendix G - Operations & Maintenance and Training Requirements

To be completed in the construction phase commissioning plan

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DESIGN-BUILD AGREEMENT

APPENDIX C

Refinement Documents

For

Renovation of Fairfield Regional Fire School
205 Richard White Way
Fairfield, CT

Project No. **BI-FP-14**

APPENDIX C

REFINEMENT DOCUMENTS

The Design-Builder agrees that the Town of Fairfield, Connecticut is a third party beneficiary to this Design-Build Agreement. A copy of the Agreement Concerning Fairfield Regional Fire Training Academy between the State of Connecticut and the Town of Fairfield dated May 19, 2011, (the Fairfield Academy Agreement), an affidavit signed by Stanton H. Lesser, the Town Attorney for the Town of Fairfield, dated January 28, 2015, and a letter from Christopher Tracy, the Town of Fairfield Assistant Chief, dated January 24, 2015, are attached hereto and incorporated into this Design-Build Agreement.

The Design-Builder agrees to name the State of Connecticut and the Town of Fairfield, Connecticut as additional insureds on its Commercial General Liability insurance and Umbrella insurance policies, and to provide copies of the insurance endorsements to the State of Connecticut and the Town of Fairfield, Connecticut.

Pursuant to item No. 2 of Addendum No. 4 dated June 19, 2014, to the Request For Proposal, the cost of the Builder's Risk insurance coverage has been determined. The cost of the Builder's Risk insurance premium is Fifty Four Thousand Four Hundred Fifteen Dollars ($54,415.00), for the policy with the mutually agreed to coverage limits, which includes flood limit coverage in the amount of Ten Million Five Hundred Eighty Two Thousand Two Hundred Forty Seven Dollars ($10,582,247.00) with a Twenty Five Thousand ($25,000) flood deductible. An allowance in the amount of Fifty Thousand Dollars ($50,000.00) is provided to cover the possible maximum deductibles related to this policy. If the allowance amount is not used or is not fully used, any remaining allowance amount will be returned to the Owner via an Amendment, i.e., a credit change order, to this Agreement. The total cost of the Builder's Risk insurance and the allowance is One Hundred Four Thousand Four Hundred Fifteen Dollars ($104,415.00),which amount has been added to the Total Cost Proposal of Ten Million Five Hundred Sixty-five Thousand Six Hundred Fifty-nine Dollars ($10,565,659.00) stated in the Design-Build Proposal Total Cost Proposal dated June 12, 2014, for a Contract Price of Ten Million Six Hundred Seventy Thousand Seventy Four Dollars ($10,670,074.00).

The Design-Builder has proposed refinements as stated in its letter dated May 29, 2015, which is attached hereto. Said letter is amended by an amendment dated June 22, 2015, which is attached hereto as Exhibit 1.

Pursuant to Section 00 72 53 General Conditions Design-Build (Single Prime Contract), Protection of The Work, Persons, and Property, Number 18.10; The State has proposed refinements as included and attached as Exhibit 2.

AGREEMENT CONCERNING
FAIRFIELD REGIONAL FIRE TRAINING ACADEMY

THIS AGREEMENT CONCERNING FAIRFIELD REGIONAL FIRE TRAINING ACADEMY (the "Agreement") is entered into by and between the STATE OF CONNECTICUT (the "State"), acting through its Commissioner of Public Works ("DPW"), pursuant to Connecticut General Statutes Sections 4-8 and 4b-1, as revised, Section 48 of Public Act 05-287, and Section 2(d)(3) of Special Act 04-2, and the TOWN OF FAIRFIELD, a municipal corporation, acting through its First Selectman, duly authorized (the "Town").

WITNESSETH:

WHEREAS, through Section 2(d) (3) of S. A. 04-2, the General Assembly authorized funds for DPW to improve, repair and make alterations to fire training academies; and

WHEREAS, the Town's Fire Department operates the Fairfield Regional Fire Training Academy (the "Academy"), situated on land of the Town located at 205 One Rod Highway, Fairfield, Connecticut (the "Land"); and

WHEREAS, in furtherance of Section 2(d)(3) of S. A. 04-2, DPW proposes to make certain renovations, repairs and improvements to the Academy as more particularly described in Exhibit B attached hereto and made a part hereof (the "Project"); and

WHEREAS, the State Bond Commission has authorized funds to design the Project; and

WHEREAS, the Project is intended to benefit the Academy, the Town and the State; and

WHEREAS, DPW and the Town have particular and distinct roles and responsibilities in regard to the Project, which roles and responsibilities require coordination.

NOW THEREFORE, the parties hereto, for good and valuable consideration, agree as follows:

1. Permission to Construct Project

1.1 The Town hereby grants unto DPW, its employees, consultants, agents and contractors the right, privilege and license to administer the Project, including designing, constructing and installing the Project in a manner deemed appropriate by DPW, and to enter upon the Land at all times for all purposes related thereto.

1.2 At all times, the Land and the Academy, including all renovations, repairs and improvements thereto, shall remain the property of the Town. Nothing contained in this agreement shall vest in the State of Connecticut any interest in title to the Land or the Academy.

1.3 The Town acknowledges that as a fire training facility, the Academy has unique characteristics that may require specialized maintenance for which the Town, as owner, will be responsible.

2. Operation as Regional Academy

In consideration of the State's funding and administration of the Project, the Town agrees to operate the Academy continually as a regional fire training facility open to fire districts throughout the State of Connecticut. This provision shall survive the completion of the Project, unless the Project is terminated pursuant to section 8 hereinbelow.

3. Project Funding and Scope

Subject to the conditions of section 1.1 above, DPW shall determine the scope of the Project, the Project's budget and the Project's schedule. DPW shall have the discretion to modify the same as it deems necessary or desirable. Any work beyond the scope of the Project desired by the Town will be completed by the Town at Town expense, provided, that any such improvements to be completed prior to completion of the Project shall be submitted in writing to DPW in advance and approved by DPW in writing, such writing to be furnished within a period of sixty (60) days from written submission by the Town. The Town shall be responsible for any costs incurred as a result of any Town requested work beyond the scope of the Project, including, but not limited to, revisions to DPW's plans and specifications, consultant or contractor's fees, and costs associated with delays or extensions to the Project's schedule. An estimate of the additional cost shall be given to the Town in writing within 30 days after submitting its request for approval. After receiving such estimate the Town may, at its discretion withdraw such request.

4. Design and Construction Contracts

4.1 DPW shall enter into and execute any and all agreements, documents or instruments with consultants, contractors and other parties (the "Contracts") which DPW deems to be necessary to design, construct and install the Project on the Land, subject to all applicable statutory approvals. The Town shall not be a party to the Contracts.

4.2 DPW shall administer the Contracts in the manner it deems appropriate. DPW shall administer the design, construction and installation of the Project in the same manner as it would for a state-owned facility, and shall consult with the staff of the Academy in the design, construction and installation of the Project, in the similar manner as DPW would consult with an agency of the State of Connecticut for which it is administering a project.

4.3 The Town shall have no authority to direct or modify any work performed pursuant to the Contracts. Any communications by the Town to DPW's consultants and contractors shall be made through DPW's Project Manager.

4.4 It is intended that the Town be a third party beneficiary of the Contracts. DPW shall cause this Agreement to be incorporated into each of the Contracts.

4.5 The Town shall provide DPW, upon DPW's request, a copy of all surveys, as-builts and similar documents in its possession concerning the Academy or the Land.

4.6 At each phase of the design of the Project (schematic, design development, contract documents and bid documents), DPW will provide the Town, through the Town Contact, with the drawings, plans and specifications prepared by its engineer and any other consultants engaged by the DPW (the "Plans and Specifications"). The Town shall have sixty (60) days after its receipt of the Plans and Specifications within which to provide any comments it may have to DPW in writing.

5. Town and State Contact Information

5.1 The Town hereby designates the following staff member of the Academy as the representative of the Town with whom DPW may coordinate regarding the Project: Assistant Chief Christopher Tracy (the "Town Contact").

5.2 The Town's main point of contact with DPW shall be DPW's Project Manager. The current Project Manager for the Project is David Wlodkowski. DPW reserves the right to re-assign the Project Manager for the Project as it sees fit, in its sole discretion, and shall advise the Town Contact of such re-assignment.

6. Compliance with Building Code and Local Requirements

6.1 DPW shall be responsible for administering the Connecticut State Building Code as it applies to the Project. Upon prior notice to the Project Manager, the Town's Building Inspector may inspect the Project from time to time, but in no event shall the Town's Building Inspector seek to halt construction. Any dispute in the interpretation of the Connecticut State Building Code shall be resolved by the Office of State Building Inspector.

6.2 The Town hereby acknowledges that the Project is a State administered project funded by State monies. As such, the Town and its land use regulations are pre-empted by sovereign immunity. The State shall construct the Project pursuant to the State Building Code and applicable federal or state laws, rules and regulations.

7. Insurance

DPW shall require its contractors and consultants on the Project to name the Town an additional insured on any insurance policy required pursuant to any of the Contracts. DPW shall further requires its consultants and contractors provide the Town with certificates of insurance evidencing such coverage.

8. Term

This Agreement shall be in effect from the date it is approved as to form by the Attorney General of the State of Connecticut, and shall remain in effect until either the Project is

completed, as evidenced by the close-out of the Project in accordance with DPW's Project Manager's Manual, or until such time as the Project is terminated. This Agreement is contingent upon the allocation of funds for the Project by the State Bond Commission. In the event the State Bond Commission fails or declines to allocate funds for any stage of the Project, DPW shall have no obligation to proceed hereunder. Furthermore, DPW reserves the right to suspend or terminate the Project at any time for any reason or for no reason.

9. Sovereign Immunity

The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the State of any powers, rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters in connection with the Project. This provision shall survive the termination of this Agreement.

10. Indemnification

The Town shall protect, indemnify and hold harmless the State, its officers, agents and employees from any and all loss, cost, liability, injuries (including death), damages, compensation and expense, including without limitation, all claims, demands, penalties, actions, causes of action, suits, litigation and attorney's fees and costs, sustained by the State, its officers, agents and employees, sustained by the public, or by any other person or property, real or personal, due to or arising from the negligence or willful misconduct (including, but not limited to, failure to properly maintain the Academy) of the Town, or that of its officers, employees, agents, affiliates or contractors in connection with the Land or the Academy. The terms of this section shall survive the termination or completion of this Agreement.

11. Miscellaneous

11.1 This Agreement shall be governed in accordance with the laws of the State of Connecticut, without regard to its conflicts of laws provisions.

11.2 This Agreement, whatever the circumstances, shall not be effective unless and until approved by the Attorney General of the State of Connecticut, and it shall not be binding on the Town until it has been approved by the Fire Commission, the Board of Selectmen, the Board of Finance, the Town Planning and Zoning Commission, acting in its planning capacity, and the Representative Town Meeting.

11.3 This Agreement represents the entire agreement between the Town and DPW with respect to the Project, and may not be modified except in writing signed by both DPW and the Town. Any modification of this Agreement or additional obligation assumed by either DPW or the Town in connection with this Agreement shall be binding only if evidenced in a writing signed by DPW and the Town or an authorized representative of DPW and the Town, and approved by the Attorney General of the State of Connecticut and the Town Attorney.

11.4 The Town agrees to comply with the provisions of Exhibit C attached hereto and made a part hereof, as applicable, in connection with this Agreement.

11.5 This Agreement 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 Agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Town's request, the DPW shall provide a copy of these orders to the Town.

11.6 STATE CONTRACTS: For all State contracts as defined in P.A. 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit D attached hereto.

12. ENVIRONMENTAL OBLIGATIONS

12.1 DPW has, as of the date this Agreement is dated, performed initial soil tests on the Land and identified areas of concern. DPW has shared the test results with the Town in the form of a report by Logical Environmental Solutions, LLC ("LES") dated October 9, 2009 ("DPW Report"). The Town has completed a Phase II environmental investigation on the two (2) areas of concern identified in the DPW Report. Based on the Phase II report dated September 24, 2010, and the Cost Estimate for Remediation dated October 1, 2010, performed by LES (the "Town Report"), the Town has bonded funds in accordance with the aforementioned Cost Estimate for Remediation and is ready and willing to undertake the recommended remediation and abatement activities.

12.2 The Town hereby accepts responsibility for abating or remediating any soil contamination, or other environmental hazard or condition, subject to 12.5 below, to the level deemed acceptable by DPW in order to undertake the Project. DPW may require the Town at its sole expense utilize the Town's own contractors to undertake abatement or remediation activity, including but not limited to removal of soils and contaminated ground water. Where feasible and reasonable, in its sole discretion, DPW may utilize its own contractors with the cost to be borne by the Town. Prior to the expenditure of any such funds by DPW, the Town shall provide evidence satisfactory to DPW of funds sufficient to pay the estimated cost of the abatement or remediation activity.

12.3 The Town hereby confirms it has sufficient funds, or ability to secure sufficient funds, to guarantee performance of the obligations contained in this section 12. In the event the Town is unable or unwilling to abate or remediate environmental conditions or hazards during the course of the Project, the Town shall be deemed in material default of the Agreement. The

Town hereby acknowledges the State is entering into this Agreement in reliance upon the representations and promises of the Town made herein and, but for said representations and promises, would not agree to proceed with the Project.

12.4 The Town hereby agrees and accepts responsibility for the costs of abating or remediating any environmental conditions currently known or unknown pertaining to the Land and Academy. Furthermore, the Town accepts responsibility for any increase in costs of the Project resulting from any environmental condition on the Land. DPW shall have no obligation to absorb any such abatement, remediation or costs into its Project scope or budget. In the event the Project is terminated, the State shall have no liability or responsibility for costs or taking action regarding any pre-existing environmental conditions on the Land regardless whether work performed by the State prior to termination commenced.

12.5 Notwithstanding the provisions of this section 12, the parties hereby agree that the terms and conditions below are conditions precedent to the obligations of sections 12.1 through 12.4:

a. Upon execution and approval of this Agreement by the Office of the Attorney General, DPW shall undertake a geotechnical investigation of the Land. Such investigation shall include soil borings in a number and to a depth deemed reasonably necessary by DPW to determine constructability. DPW shall in its sole discretion determine the extent of investigation reasonably necessary for the Project. DPW shall present the Town with the results of the geotechnical investigation. Within fifteen (15) business days of receiving said results, the Town may with no penalty (i) opt to terminate this Agreement and halt the Project or (ii) request additional time to undertake additional environmental testing, at its cost, and upon completion, may at that time proceed with the Project or terminate the Project. DPW reserves the right to terminate pursuant to section 8 of this Agreement.

b In the event neither party exercises their right to terminate pursuant to subsection 12.4(a) or section 8, DPW shall proceed to the Request for Proposals ("RFP") stage for the design and construction of the Project. Prior to publishing the RFP, DPW with consultation of the Town, shall establish a site schematic on which the footprints of the buildings and structures to be constructed will be fixed (the "site layout"). In composing the site layout, DPW shall be guided by the prior environmental and geotechnical investigations in siting the proposed buildings and structures. The site layout may, but is not required to, fix the location of the utility trenches. The RFP shall require the selected proponent adhere to the site layout, subject to change only if necessary to comply with applicable permitting, health or safety requirements or directed by DPW with the Town's consent. Upon selection of a proponent but prior to entering into a binding agreement with said selected proponent, DPW shall share the selected proposal with the Town, and at such time, the Town shall have the right with no penalty to (i) proceed with the Project on the basis of the selected proposal, subject to change only if necessary to comply with applicable permitting, health or safety requirements or directed by DPW with the Town's consent, (ii) request additional time to undertake additional environmental testing, at its cost, and upon completion, may at that time proceed with the Project or terminate the Project, or (iii) opt to terminate this Agreement and halt the Project. In the event the Town opts to proceed

with the Project, the obligations of subsections 12.1 through 12.4 shall go into effect. DPW reserves the right to terminate pursuant to section 8 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date indicated below.

Signed in the presence of:

Eileen Kennelly

TOWN OF FAIRFIELD

By _____

Its First Selectman
Duly Authorized

Date: 4/27/11

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS

Sylvia J. Bigbee
Sylvia J. Bigbee

Marjorie E. Heap
Marjorie E. Heap

By _____

Commissioner of Public Works
Duly Authorized

Date: 5/19/11

Approved as to form:

By _____

Associate Attorney General

Date: 8/9/11

Exhibit A

OMMITTED

EXHIBIT B

PROJECT DESCRIPTION

New construction as follows:

1. Classroom Training Building (apx. 9,424 sq. ft.)
2. Maintenance/Storage Building (apx. 5,600 sq. ft.)
3. Class A Burn Facility (apx. 3,200 sq. ft.)
4. Site Fire Training Props
5. Parking
6. Site Utilities

Renovation of the existing training tower.

Project costs of approximately $6,964,645

Exhibit C

Non-Discrimination Provisions

References in this section to "Contract" shall mean this Agreement and references to "Contractor" shall mean the Town.

(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. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
v. "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;
vi. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
vii. "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;
viii. "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
ix. "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, 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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

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

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or

manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

EXHIBIT D

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

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

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

Definitions:

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

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

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

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

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

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

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

STATE OF CONNECTICUT)

SS. Fairfield, January 28, 2015

COUNTY OF FAIRFIELD)

Personally appeared Stanton H. Lesser, who, being duly sworn, deposes and says:

1. I am of lawful age and understand the obligations of an oath. I am the Town Attorney for the Town of Fairfield.

2. I am familiar with the Agreement Concerning Fairfield Regional Fire Training Academy between the State of Connecticut and Town of Fairfield (the "Agreement").

3. I viewed the video of the Fairfield Board of Selectmen meeting held on April 20, 2011, which video depicts that a motion to approve the subject Agreement was moved, seconded, and unanimously approved by the Board of Selectmen. Said Agreement was executed by the Town of Fairfield on April 27, 2011 and by the State of Connecticut on May 19, 2011.

4. With regard to the above-referenced Agreement, Assistant Fire Chief Christopher Tracy is the appropriate person and has the authority to determine that the requirements set forth in the Agreement have been, or will be, satisfied.

Stanton H. Lesser

Subscribed and sworn to, before me, this 28th day of January, 2015.

Steven A. Levy
Commissioner of the Superior Court

Assistant Chief Christopher Tracy
FAIRFIELD FIRE DEPARTMENT
JOSEPH T. ELIAS TRAINING CENTER
205 ONE ROD HWY, FAIRFIELD CT 06824
PHONE (203)254-4709 FAX (203)254-4719

Roberta Avery, Esq.
Staff Attorney, DAS/DCS Legal Services
State of Connecticut
165 Capitol Avenue, Room 437
Hartford, CT 06106

FEB 04 2015

Tuesday, January 24th, 2015

The undersigned hereby certifies as follows on behalf of the Town of Fairfield:

1) I am the person designated as the representative of the Town of Fairfield with respect to the Agreement Concerning Fairfield Regional Fire Training Academy (the "Agreement") between the State of Connecticut and the Town of Fairfield signed by the Town of Fairfield on April 27, 2011 and signed by the State of Connecticut on May 19, 2011. I have the necessary authority to provide this certification on behalf of the Town of Fairfield. My authority to so do is confirmed by a separate written statement from the Town Attorney for the Town of Fairfield.

2) The requirements in section 4.6 of the Agreement have been already satisfied by the Town's review and approval of the Design-Build RFP Requirements, and the Town's review and approval of the preferred Design-Build team's submitted proposal.

3) The requirements in section 4.4 of the Agreement shall be satisfied by the inclusion of the Agreement as a Refinement Document in the Design-Build Agreement between the State and Consigli Construction Co., Inc..

4) Section 7 of the Agreement shall be satisfied by having the Design Builder, Consigli Construction Co., Inc. name the Town of Fairfield as an additional insured on the Commercial General Liability insurance policy and the Umbrella insurance policy, and by requesting that Consigli Construction Co., Inc. provide the required certificates of insurance to the Town of Fairfield.

Respectfully Submitted,

Assistant Chief Christopher Tracy

Assistant Chief Christopher Tracy

CONSIGLI
Est. 1905

May 29, 2015

Mr. David Wlodkowski
State of CT DAS Construction Services
165 Capitol Ave.
Hartford, CT 06106

RE: Fairfield Regional Fire Training Center
Document Refinement – Budget Management

Dear David,

The following is a list of intended refinements to our 35% Construction Document submission, which will be required to maintain our existing budget for the above referenced project:

SITE / ADMINISTRATIVE & APPARATUS BUILDING

Scope Item	35% Construction Documents	Modified Scope	Conforms to RFP
Concrete Curb	CIP or precast curb	Extruded	Yes
Subbase at pavement	10" subbase at paved areas	Delete subbase at paved areas	Yes
Pavement Sections	4.25" at all paved sections	4" at heavy duty paved sections (subbase 8"), 3" at standard duty paved areas (subbase 6")	Yes
Structural Steel	Bowstring joists	Review use of rolled steel in lieu of bowstring joists, reduce masonry bearing walls	Yes – currently in review with EL&M
Interior Ceilings	Concealed grid w/Cirrus profile ACT	Exposed Tee System w/Ultima Tegular ACT	Yes
Light Fixture Package	Pendant fixtures, specified manufacturers	Use 2 x 2 parabolic fixtures in lieu of pendants, open specification	Yes

Skylights	4 skylights in corridor	Eliminate skylights, infill with roof	Yes
Return ductwork	Return air is ducted	Plenum ceiling, above ceiling work to be plenum rated	Yes
Plumbing Fixtures / Toilet Accessories	Specified Manufacturers	Open spec up to alternate manufacturers	Yes
Glazing	Starphire glass	Low-E coated, clear insulated glass units	Yes
Grout at Tile	Epoxy	Cement based	No
Drywall soffits	Drywall feature soffits in multiple locations	Eliminate ceiling soffits and run ACT throughout	Yes
Apparatus Bay Spiral Duct	Double wall spiral duct	Provide single wall spiral duct	Yes
Apparatus bay HV Unit	Rooftop unit	Mount indoor, ceiling hung unit	No
Chainlink fence	Provide new throughout	Assume re-use of 50% existing fence	Yes
1000 gal Propane Tank	New tank	Re-use existing onsite (verified tank is owned, not leased)	No
Housekeeping pads	Z-shaped rebar	Modify details to standard epoxy dowels	Yes
Roof / Ceilings at vestibule and rehab shelter	Curved Metal panels	Flat, sloped metal roof with exterior grade GWB ceiling	Yes
Rehab shelter base	Concrete pad	Gravel surface	Yes
Lobby trim and display cases	Custom built trim and display cases in lobby	Deduct trim and provide manufactured display cases in lieu of custom built (display area remains unchanged)	Yes
MW wainscot and chair rail	MW wainscot and chair rail in multiple areas	Deduct wainscot and chair rail	Yes

Lobby Clerestory	Two story lobby clerestory area	Eliminate two story clerestory area, reduce curved roof, ceiling height, windows, etc. accordingly	Yes
Window sills	Wood in select areas	Eliminate wood sills in select areas and provide GWB	Yes
MW privacy panels	Privacy panels at MW countertops	Eliminate privacy panels, provide ADA insulation in all locations	Yes
MW Veneer	Cherry veneer	PLAM	Yes
Lockers in toilet rooms	Plastic	Metal	Yes
Tile backsplash in multi-purpose room	Includes tile	Painted wall in lieu of tile	Yes
HM frames	HM frames w/sidelites in select areas	Provide standard HM frames w/door including lite	Yes
GWB furred out walls	Furred out walls in select areas	Eliminate furred out walls in select areas, configure interior framing accordingly.	Yes
Ceiling height in training rooms	12′ w/soffits	11′ with no soffits	Yes
Speakers	36 total included	Include 18, distribute accordingly in public areas for general paging and sound amplifying to classrooms as required	Yes
Apparatus Bay Doors	Insulated, fully glazed doors	Provide insulated doors with one row of glazing	Yes
Curtainwall at Apparatus Bay	CW2 opposite bay doors	Provide masonry base w/storefront windows (similar to W6)	Yes
Curtainwall at multi-purpose room	CW2 at multi-purpose room	Provide masonry base w/storefront windows (similar to W6)	Yes

Vinyl sheet WC at multi-purpose room	Includes vinyl sheet WC at multi-purpose room	Provide painted walls	Yes
Wood door veneer	Cherry veneer	Maple veneer	Yes
Waterproofing at tile floors	Includes waterproofing	All floors are slab on grade, eliminate waterproofing	Yes
FFL testing at concrete floors	Includes FFL testing	Provide slabs in conformance with RFP standard for flatness and levelness	Yes
TOG Room Floor Drain	Included	Delete floor drain	Yes
Metal Wall Panels	Multiple profiles, colors	Simplify metal panel siding system (eliminate MCM) to comply with manufacturer base quantity requirements and detailing of system	Yes
Rehab shelter lighting	Includes fan / lights	Eliminate general lighting (maintain emergency lights only)	Yes
Flashing	Full depth SS flashing	Provide flexible flashing with SS drip edge wherever exposed	Yes
Exterior masonry veneer	Shouldice stone included	Use 4" split face block in lieu of shouldice stone as masonry veneer	Yes

BURN BUILDING

Scope Item	35% Construction Documents	Modified Scope	Conforms to RFP
Stainless Steel Type	316SS at misc. metals	304SS at misc. metals	Yes
Burn Racks	6 burn racks included	Deduct - none noted in RFP	Yes

Exterior Stair	Flights to roof level	Flights to 3rd floor level w/roof access by ladder	Yes – RFP documents show flights to 3rd level only (review intent of RFP)
Exterior Stair	Building connections at landings only	Tie into building and eliminate one side of rail system	Yes – reviewing with EL&M
Exterior Stair Grating	2" deep, 13 ga., Perf-O-Grip by McNichols Co.	Provide 19-W-4 galvanized steel grating (1-¼" bar height at 3/16" bar thickness, bearing bar spacing 1-3/16"), by McNichols Co., or equal	Yes – RFP does not specify grating at exterior steel stair

Our goal in completing this Budget Management process is to maintain the programming and Request for Proposal requirements while maintaining the project budget of $10,565,659.00 dated 6/10/14. With the exception of three items, we believe that we have done this with the least impact to the project as possible. As we continue the Design Build Design process, we will continue to refine the specifications to insure compliance with the RFP documents, and will include those refinements in our 85% document submission.

Please feel free to contact me with any questions,

Best regards,

Lisa L. Mendes
Project Manager
Consigli Construction

Cc: M. Walker, A. Duczynski

EXHIBIT 1

AMENDMENT DATED JUNE 22, 2015 TO LETTER FROM LISA L. MENDES, PROJECT MANAGER, CONSIGLI CONSTRUCTION CO., INC. TO DAVID WLODKOWSKI, RA, PROJECT MANAGER, DEPARTMENT OF ADMINISTRATIVE SERVICES, STATE OF CONNECTICUT, CONSTRUCTION SERVICES DATED MAY 29, 2015.

The letter from Lisa L. Mendes, Project Manager, Consigli Construction Co., Inc. to David Wlodkowski, RA, Project Manager, DAS – Construction Services State of Connecticut dated May 29, 2015 is hereby amended as follows:

Scope Item – Skylights: Skylights will not entirely be eliminated, but one will be installed to maintain natural light into corridor and provide roof area for solar panels.

Scope Item – Grout at Tile: Epoxy grout will be provided.

Scope Item – Apparatus Bay HV Unit: The acceptance of this design refinement is to allow more storage and useable space in the mezzanine area.

Scope Item – 1000 gal Propane Tank: Re-use existing onsite tank owned by the Town of Fairfield. Tank bought in 2013 and is in new condition.

Scope Item – Lobby Clerestory: Lobby needs to be emphasized with natural light from above. A skylight will be required in the lobby to maintain the open and natural light conditions that the clerestory provided.

EXHIBIT 2

AMENDMENT TO SECTION 00 72 53 GENERAL CONDITIONS DESIGN-BUILD (SINGLE PRIME CONTRACT) PROTECTION OF THE WORK, PERSONS, AND PROPERTY, NUMBER 18.10.

As a result of the execution and approval of this agreement, the construction schedule may require installation of utilities and foundation work during the months of January through March, 2016. In the event that winter weather conditions make it impossible to continue such work safely and/or without additional costs not reasonably anticipated at the time the Design-Builder submitted its Total Cost Proposal, the Commissioner may approve, notwithstanding any other provision to contrary in the Agreement, an increase in the Contract Time of not more than ninety (90) days for the sole purpose of allowing the Design-Builder to cease work or perform limited work during this period of time. The increase in the Contract Time shall be at no cost to the Owner, and no payment or compensation of any kind shall be made by the Owner to the Design-Builder. The Design-Builder shall comply with all other obligations under the Contract Documents while work has ceased or is being performed on a limited basis, including protecting the Work from damage.

DESIGN-BUILD AGREEMENT

APPENDIX D

Designation of Project Manager

For

Renovation of Fairfield Regional Fire School
205 Richard White Way
Fairfield, CT

Project No. **BI-FP-14**

APPENDIX D

October 28, 2015

Ms. Lisa L. Mendes
Consigli Construction Co., Inc.
100 Allyn St., 4th Floor
Hartford, CT 06103

Dear Ms. Mendes:

Pursuant to Section 1.1.30 of the Design-Build Agreement between Consigli Construction Co., Inc. and the State of Connecticut, the Owner designates the following as the Project Manager for Renovation of the Fairfield Regional Fire School, Project No. BI-FP-14, at 205 Richard White Way, Fairfield, Connecticut:

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

Telephone Number: 860-713-5934
FAX Number: 860-713-7261
Email: david.wlodkowski@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
David Wlodkowski, DCS Project Manager
Christopher Tracy, Assistant Chief, Town of Fairfield Fire Department
Jeffrey J. Morrissette, 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

Renovation of Fairfield Regional Fire School
205 Richard White Way
Fairfield, CT

Project No. **BI-FP-14**

Connecticut
DAS
Division Of
Construction Services

7150

Certificate of Compliance
Part 2 - Construction Phase

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

(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.

	(Typed Name)	(Signature)	(Date)
Commissioner: or Authorized Representative:	David H. Barkin, AIA		
Consultant:			

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:

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

Registration Number: _____

General Contractor or CMR or DB:			
Commissioner: OR Authorized Representative:	David H. Barkin, AIA		

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

Connecticut
DAS
Division Of
Construction Services

7810
Certificate of Substantial Completion

To: Insert Contractor's Name *(Typed Name)*

From: Insert PM's Name *(Typed Name)*

Title: Insert PM's Title *(Typed Title)*

Project No.: Insert Project Number

Project Name: Insert Project Name

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 thererof, 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.

	(Typed Name)	*(Signature)*	*(Date)*
Construction Administrator:			
Consultant:			

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.

	(Typed Name)	*(Signature)*	*(Date)*
General Contractor or CMR or DB:			
Owner: (Chief Architect Or Authorized Representative)	David H. Barkin, AIA		

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

Connecticut
DAS
Division Of
Construction Services

7820
Certificate of Acceptance

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

Date:

CT DCS Project No.:

Owner: Department of Administrative Services -
Division of Construction Services

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, l, 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

Renovation of Fairfield Regional Fire School
205 Richard White Way
Fairfield, CT

Project No. **BI-FP-14**

Division Number	Description	Division Cost Subtotals
01	General Requirements	$2,665,874.00
02	Existing Conditions	$50,000.00
03	Concrete	$1,218,665.00
04	Masonry	$528,086.00
05	Metals	$475,762.00
06	Wood, Plastics, and Composites	$68,667.00
07	Thermal and Moisture Protection	$895,701.00
08	Openings	$532,398.00
09	Finishes	$470,197.00
10	Specialties	$77,508.00
11	Equipment	$23,500.00
12	Furnishings	$19,730.00
13	Special Construction	$593,671.00
14	Conveying Equipment	$0.00
21	Fire Supression	$104,574.00
22	Plumbing	$195,098.00
23	Heating, Ventilating, and Air Conditioning	$561,890.00
26	Electrical	$515,621.00
27	Communications	$20,068.00
28	Electronic Safety and Security	$68,230.00
31	Earthwork	$853,371.00
32	Exterior Improvements	$142,050.00
33	Utilities	$484,998.00
	Total Cost: (Includes Design, Construction and All Of The Requirements Of This D-B RFP)	$ - $10,565,659.00

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.

DESIGN-BUILD AGREEMENT

APPENDIX G

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

For

Renovation of Fairfield Regional Fire School
205 Richard White Way
Fairfield, CT

Project No. **BI-FP-14**

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 provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

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

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human

Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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:

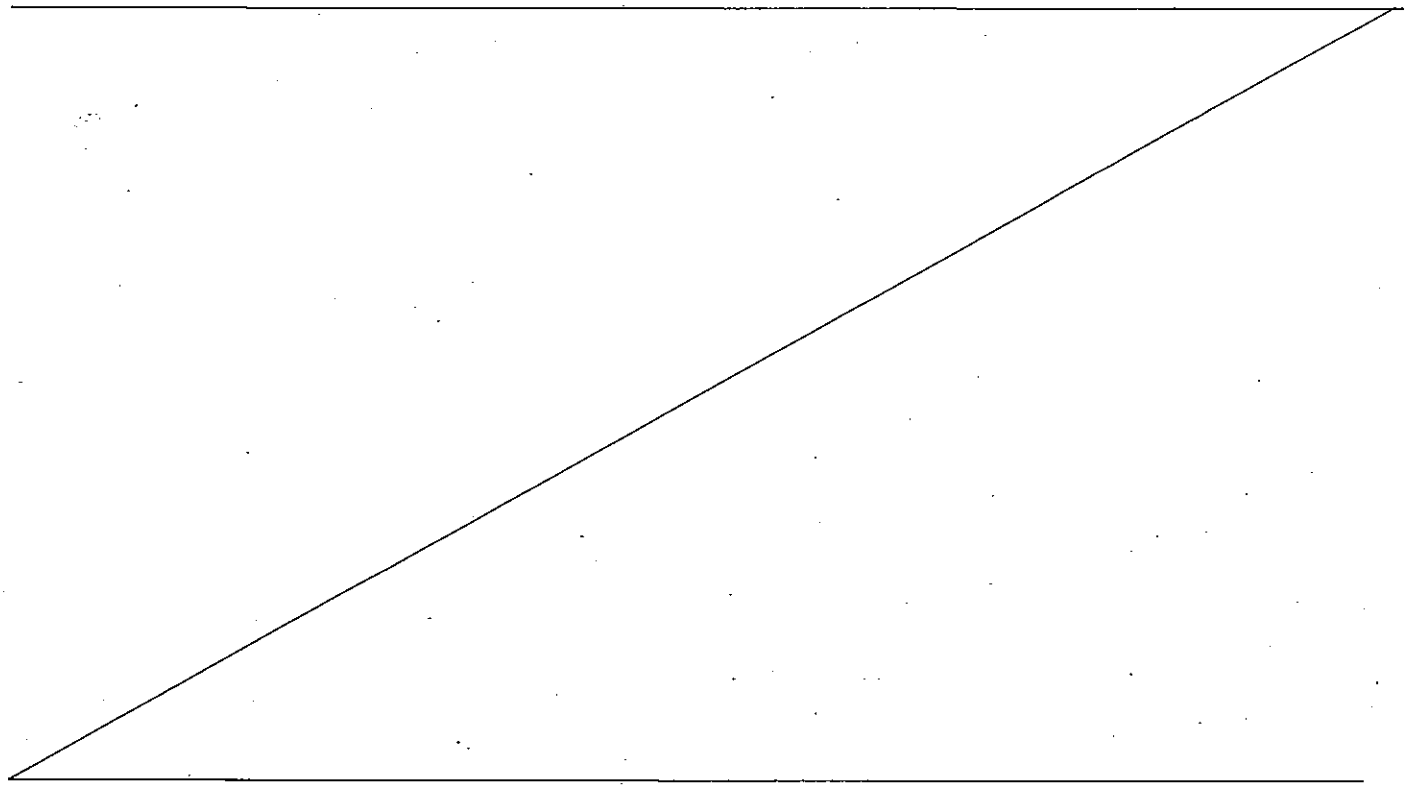
This contract is subject to the provisions of the Department of Administrative Services' Anti-Harassment Policy ("Policy") and, as such, the contract may be cancelled, terminated, or suspended by the State in the event that the contractor, its employees, contractors, subcontractors, consultants, subconsultants, 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

Renovation of Fairfield Regional Fire School
205 Richard White Way
Fairfield, CT

Project No. **BI-FP-14**

If to the Design-Builder:

Consigli Construction Co., Inc.
100 Allyn St.
Hartford, CT 06103

Attn: Ms. Lisa L. Mendes
Telephone: 860-239-0256
Cell Phone: 203-496-1836
Fax: 860-239-0261
lmendes@consigli.com

If to the Town of Fairfield:

Christopher Tracy, Assistant Chief
Fairfield Fire Department
Town of Fairfield
205 Richard White Way
Fairfield, CT 06824-6555

Telephone: 203-254-4708
Cell Phone: 203-650-7234
Fax: 203-254-4719
ctracy@town.fairfield.ct.us

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. David Wlodkowski
Telephone: (860) 713-5934
Fax: (860) 713-7261
david.wlodkowski@ct.gov

DESIGN-BUILD AGREEMENT

APPENDIX I

State Elections Enforcement Commission Notice
(Attachment)

For

Renovation of Fairfield Regional Fire School
205 Richard White Way
Fairfield, CT

Project No. **BI-FP-14**

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

Renovation of Fairfield Regional Fire School
205 Richard White Way
Fairfield, CT

Project No. **BI-FP-14**

Appendix J

Assignment of Copyright:

Renovation of Fairfield Regional Fire School
205 Richard White Way
Fairfield, CT

This ASSIGNMENT (the "Assignment") is made as of the 22nd day of October, 2015 (the "Effective Date"), by and between Consigli Construction Co., Inc., a corporation with its principal place of business at 72 Sumner Street, Milford, MA 01757 ("Design-Builder"), Dore & Whittier Architects, Inc., a corporation with its principal place of business at 212 Battery Street, Burlington, VT 05401 ("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 October 22, 2015 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.

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

DESIGN-BUILDER:

Consigli Construction Co., Inc.

By: _____
Name: Michael D. Walker
Its: Project Executive/Director of Operations - CT

DESIGN PROFESSIONAL:

Dore & Whittier Architects, Inc.

By: _____
Name: C. BRADLEY DORE
Its: PRINCIPAL

STATE OF CONNECTICUT

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

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

On this the 22nd day of OCTOBER, 2015, before me, personally appeared Michael Walker who, acknowledged that he/she is the Director of Operations - CT of Consigli Construction Co., Inc., a Massachusetts corporation, and that he/she as such Director of Operations, 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 Director of Operations - CT.

_____
Notary Public
My Commission Expires:
Commissioner of the Superior Court

Cynthia D. Croxford
Notary Public-Connecticut
My Commission Expires
September 30, 2017

MASSACHUSETTS
STATE OF ~~CONNECTICUT~~)
) ss.: ~~Hartford~~ ESSEX
COUNTY OF ~~HARTFORD~~)
ESSEX

On this the 21st day of OCTOBER, 2015, before me, personally appeared BRADLEY DORE who, acknowledged that he/she is the PRINCIPAL of Dore & Whittier Architects, Inc., a Vermont corporation, and that he/she as such PRINCIPAL, 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 PRINCIPAL.

CHERYL L. BURKINSHAW
Notary Public
Commonwealth of Massachusetts
My Commission Expires
~~March 7, 2019~~

Notary Public
My Commission Expires:
Commissioner of the Superior Court

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

On this the 22nd day of October, 2015, 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/she executed the same in the capacity therein stated and for the purposes therein contained.

Roberta M. Avery

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