

CONTRACT CHECKLIST

This contract checklist should be a separate attachment for all contract types in the contract award/assignment contracts process. Contract types include, but are not limited to: RF award, Construction, Grant, Loan, MOU, POS, PSA, Rental Lease, Right of Way, and Statutory Contractual Services.

Please check applicable box below.

Only relevant pages listed below attached/scanned.

Contract pages attached, enter the PDH page numbers below.

Contract face sheet (i.e., CO-002A, Personal Service Agreement).

Full description of goods and/or services including the terms and conditions.

Contract status.

Budget / Funding sheet.

Subcontractor information, if applicable.

Signature page(s).

Summary Sheet for Contract Amendment attachments should include the following:

Amendment face sheet.

Additional changes to the contract.

Updated signature page(s).

**STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES**

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

This contract is entered into this 10th day of January, 2018, by and between the State of Connecticut, hereinafter called the "State," acting herein by its Commissioner or designee, duly authorized, of the Department of Administrative Services (DAS), under the provisions of Sections 4-8, 4b-1, 4b-1b, 4a-1, 4a-2, and 4b-3 of the Connecticut General Statutes, as revised and/or amended, and

AI Engineers, Inc.
919 Middle Street
Middletown, CT 06457

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

HVAC Improvements with Various Interior and Exterior Renovations
505 Hudson Street
Hartford, Connecticut

Project Number: **BI-2B-413**
Contract Number: **BI-2B-413 CA**

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

I. GENERAL

- A. The Construction Administrator accepts the relationship of trust and confidence established with the State by this contract, and agrees to cooperate with the architect, hereinafter referred to as the Architect, for the Project in furthering the interests of the State. The State shall endeavor to promote harmony and cooperation among the State, Architect, Construction Administrator, and other persons or entities employed by the State.
- B. The Construction Administrator agrees to furnish certain services as set forth in "Exhibit A" and "Exhibit C", which exhibits are attached hereto and made a part hereof. Said services shall be furnished within such time as determined by the Commissioner of DAS, hereinafter referred to as the Commissioner.
- C. The Construction Administrator agrees to become familiar with and follow the DAS provisions set forth in the "DEPARTMENT OF ADMINISTRATIVE SERVICES CONSULTANTS PROCEDURE MANUAL," which may be amended and/or supplemented current with the date of this contract. These guidelines and provisions are incorporated herein by reference and shall be as binding upon the parties to this contract as though fully set forth herein.
- D. The Construction Administrator shall work under the direction of the DAS Project Manager in consulting with the State Fire Marshal, the State Building Inspector, the Department of Energy and Environmental Protection, and other State and Federal agencies having jurisdiction over the

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

Attested by:

State of Connecticut

Erin Choquette
Witness
Print name: Erin Choquette

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

Cindy Rusczyk
Witness
Print name: Cindy Rusczyk

Date signed: 1-10-18

Attested by:

AI Engineers, Inc.

Rose Mitchell
Witness
Print name: Rose Mitchell

By: Rohit Pradhan
Print name: Rohit Pradhan
Its Senior Vice President duly authorized

Cathy E. Phelps
Witness
Print name: CATHY E. PHELPS

Date signed: 01.10.2018

Approved as to form:

Joseph Rumbin
ASSOCIATE ATTORNEY GENERAL
Joseph Rumbin Attorney General
Date signed: 1/17/18

2. Value Engineering:

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

3. Construction Cost Estimate:

Following issuance of design development documents, the Construction Administrator will prepare and issue construction cost estimates. These estimates will be derived from actual takeoffs, subcontractor and vendor input, and material and labor cost data. All quantitative systems information shall be provided in detail. The estimates will utilize the standard CSI format. **Under no circumstances will the cost of the project exceed the established budget of \$12,750,000.00 for construction and site work without prior written authorization from the DAS.** The Construction Administrator shall immediately notify the DAS Project Manager if and when it becomes apparent the construction budget is exceeding the established amount.

4. Submittals:

The Construction Administrator shall submit to DAS six (6) copies of a bound report, in 8½-inch by 11-inch format, containing all necessary information, including schedules, reports, analysis, and estimates. The report shall be submitted at a time agreed upon with the DAS Project Manager.

C. CONTRACT DOCUMENTS PHASE

1. 100% Contract Documents Phase Review:

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

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

b) **Construction Cost Estimate:**

At 100% completion of the contract documents, the design team will present and submit copies of the final project plans and manual. The Construction Administrator will prepare and issue a construction cost estimate. The estimate shall be derived from actual takeoffs, subcontractor and vendor input, and material and labor cost data. All quantitative systems information shall be provided in detail. The estimates will utilize the standard CSI format. **Under no circumstances will the cost of the project exceed the established budget of \$12,750,000.00 for construction and site work without prior written authorization from the DAS.**

E. CONSTRUCTION PHASE SERVICES

DUTIES AND SERVICES:

The Construction Administrator's construction phase services shall be for a period of **Four Hundred Ninety (490) calendar days (the Construction Phase Time), plus an additional ninety (90) calendar days** for project closeout, commencing with the date set forth in the written notice to proceed sent to the Construction Administrator by the DAS Project Manager. Said number of calendar days may be extended in writing by the Commissioner of the DAS, hereinafter referred to as the Commissioner. A reasonable fee shall be determined by the Commissioner for an appropriate level of services for the extended time. The parties recognize that during the extended time the level of staffing and/or services may be decreased, which shall be considered by the Commissioner in the determination of a reasonable fee.

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

1. Scheduling Services

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

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

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

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

2. Schedule of Values

The Construction Administrator shall review and recommend for approval the schedule of values payment as submitted to the State by the general contractor. The Construction