

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

Dimeo Construction Company

For

**New Residence Hall Facility
Central Connecticut State University
New Britain, Connecticut**

**Project No. CF-RC-380
Agreement No. CF-RC-380-DB-2**

December 16 , 2013

Core No: 13DAS3035AA

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

AGREEMENT made as of the 16th day of December in the year of 2013

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

and the Design-Builder:

Dimeo Construction Company
1211 Chapel Street
New Haven, CT 06511

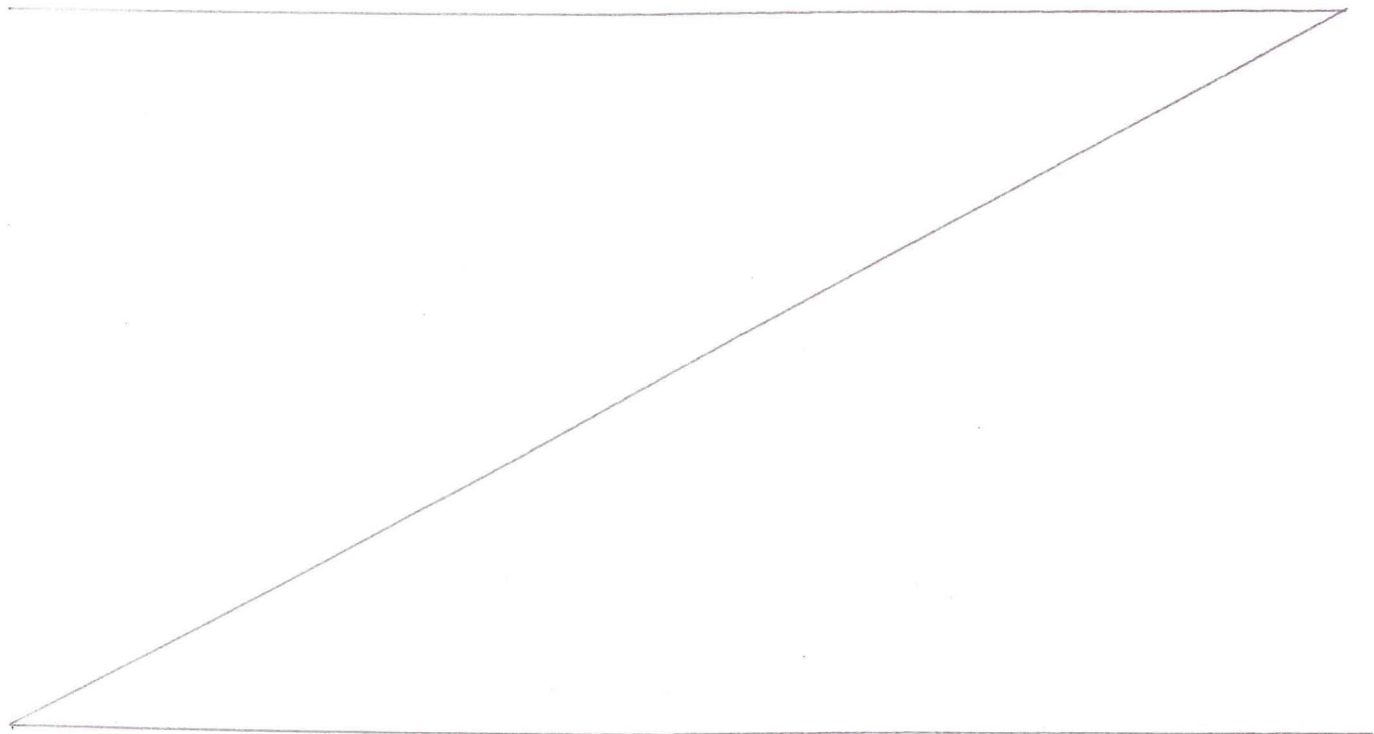
This Agreement pertains to services to be performed in connection with the design and construction and related improvements as described herein of the following Project:

New Residence Hall Facility
Central Connecticut State University
New Britain, Connecticut

Using the Design/Build delivery method, the Work consists of a new residence hall facility providing six hundred thirty-seven (637) beds. The new facility will be eight (8) floors with end masses stepped down to seven (7) floors estimated at a total of approximately 220,000 gross square feet (GSF). The project will accommodate six hundred twelve (612) students, in one hundred fifty-three (153) student suites and twenty-four (24) resident assistants. Each student suite will contain two (2) bedrooms (331 GSF, double occupancy), a small living space, closets, and one full bathroom. A designated number of these suites will be designed for Americans with Disabilities Act (ADA) accessibility. The ground floor of the facility will house two (2) resident director apartments, area for student life and support services and the offices of Residential Life. The project is further defined in the Request for Proposals dated April 12, 2013, including all addenda."

The building must be designed and constructed to achieve USGBC LEED Silver certification as well as comply with the CT High Performance Buildings requirements. See subsection 4.4 High Performance Buildings of the D-B RFP.

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



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ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

- 1.1.1 For purposes of this Agreement, the following words and terms shall have the meanings set forth below:
- 1.1.2 **Acceptance** means the full and final completion of all Work in accordance with the Contract Documents, including all 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

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

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

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- 1.1.26 **Hazardous Material** means any and all materials, chemicals, or other substances defined as hazardous, hazardous waste, Regulated Substances or toxic waste, or otherwise regulated or controlled pursuant to any of the Environmental Laws.
- 1.1.27 **Owner** is defined in the first paragraph of this Agreement.
- 1.1.28 **Person** means any natural person, corporation, partnership, limited liability company, association, trust, other business entity or governmental unit.
- 1.1.29 **Project** means the design and construction of the new residence hall facility at Central Connecticut State University, New Britain, 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 April 12, 2013, 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 January 16, 2013, with respect to the Project.
- 1.1.37 **Schedule of Values** means a document furnished by the Design-Builder to the Owner stating the portions of the Contract Price allocated to the various portions of the Work, which is to be used for reviewing the Design-Builder's applications for payment.
- 1.1.38 **Site** means lands or areas being furnished by the Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto.
- 1.1.39 **Specifications** means that part of the Contract Documents approved by the Owner consisting of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
- 1.1.40 **Subcontractor** means any Person performing a portion of the Work or supplying materials or equipment for the Work pursuant to a direct contract with the Contractor.

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

1.2 Interpretations

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

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

- 2.1 Date of Commencement** – The Date of Commencement of the Contract Time shall be as specified in a written Notice to Proceed issued to the Design-Builder by the Owner. The Notice to Proceed (NTP) date is anticipated to be November 26, 2013. If the NTP is not issued by that date, the liquidated damages in subsection 2.7 shall be waived for the same number of days that the NTP date is later than November 26, 2013.
- 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 June 20, 2015.
- 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;

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- 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 Three Thousand Eight Hundred Sixty-seven Dollars (\$ 3,867.00) per day for each Calendar Day beyond the Substantial Completion Date that the Design-Builder fails to achieve Substantial Completion. The parties to this Agreement acknowledge and agree that the actual damages that are to be expected as a result of the neglect, failure, or refusal of the Design-Builder to substantially complete the Project by the established Substantial Completion Date are uncertain in amount or extremely difficult to determine. Accordingly, the parties to this Agreement do intend and in fact now agree to liquidate damages in advance and stipulate that the amount set forth in this Section is reasonable and an appropriate remedy and is intended to constitute compensatory damages and does not constitute a penalty of any kind. The parties understand and agree that, by including a provision for liquidated damages in this Agreement, or in pursuing any relief pursuant to such provision:

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

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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 One Thousand Two Hundred Twenty seven Dollars (\$ 1,227.00) 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.

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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 Sixty-seven Million Four Hundred Twenty Thousand One Hundred Forty-one Dollars and No Cents (\$ 67,420,141.00) 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

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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.

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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

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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

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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 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 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.

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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 geotechnical 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,

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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

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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.

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- 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

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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 Administrative Services, Division of Construction Services is using PMWeb as the project management collaborative software tool for this project.

6.6.2 The Design Builder is required to utilize PMWeb for the duration of this project, including project closeout (i.e. Contract Duration + 90 days) to submit the following project information via this program.

- Applications for Payment
- Change Orders
- Approved Submittals
- Project Closeout Documentation

6.6.3 The Design Builder and the project team will be issued PMWeb licenses from DCS for use on the project on the CT DCS PMWeb Hosted System.

6.6.4 PMWeb training will be provided to the members of the Design Build team who will be responsible for processing Payment Applications and Approved Submittals in the PMWeb System. Training will be conducted at the DAS Conference/Training Room at the State Office Building, at 165 Capitol Avenue, Hartford, CT 06106. The training shall be coordinated through the DCS Project Manager and DCS PMWeb Administrator.

6.6.5 Connecticut Department of Administrative Services, Division of Construction Services has established a project specific email "file" address for this project. The Design Builder 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.

6.6.6 The Design Builder shall electronically scan all documents outlined in paragraph 2 above that are not created in PMWeb. Scanned document files shall be uploaded and maintained in the PMWeb Document Management System for this project and linked to corresponding records in PMWeb. Approved Submittals, As-built Drawings, O&M Manuals, Warranties, Guarantees, etc shall be submitted into PMWeb via Workflow.

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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,

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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 445, 165 Capitol Avenue, Hartford, CT 06106, unless otherwise directed in writing. Presented below is a narrative summary of the insurance coverage required.

9.2.1.1 Workers' Compensation And Employer's Liability:

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

9.2.1.2 Commercial General Liability:

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

9.2.1.3 Owner's And Contractor's Protective Liability:

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

9.2.1.4 Automobile Liability:

The operation of all motor vehicles including those owned, non-owned, and hired or used in connection with the Project shall be covered by motor vehicle liability insurance providing for a total limit of \$1,000,000 for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit

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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.

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 (\$6,700,000.00) 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 \$5,000,000.00 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.

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- 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 \$2,000,000.00 minimum coverage for negligence and errors and omissions and with the same provisions indicated above.
- 9.2.1.7.5 The Design-Builder and the Design Professional's policies shall provide that it shall provide coverage to indemnify and save harmless the State and its officers, agents and employees from claims, suits, actions, damages and costs of every name and description resulting from negligence and errors and omissions in the work performed by the Design-Builder and the Design Professional under the terms of the Agreement.
- 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 \$15,000,000.00 for the Design-Builder (plus \$5,000,000.00 for its Design Professional and any subcontractors whose contract value exceeds \$2,000,000.00, and \$1,000,000.00 for each of the other Subcontractors) combined single limit each occurrence in excess of the coverages described in 9.2.1.1 Workers' Compensation and Employer's Liability, 9.2.1.2 Commercial General Liability, and 9.2.1.4 Automobile Liability above. The State of Connecticut shall be named as an additional insured.
- 9.2.2 If necessary, the Design-Builder may satisfy the minimum limits required above for Commercial General Liability, Automobile Liability, or employer's liability coverage under an Umbrella or excess liability policy. The underlying limits may be set at the minimum amounts required by the Umbrella liability policy provided the combined limits meet at least the minimum limit for each required policy. The Umbrella Liability Policy shall have an annual aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required above for any of the required coverages. The State of Connecticut shall be specifically endorsed as an additional insured on the umbrella liability policy, unless the Umbrella liability policy provides continuous coverage to the underlying policies on a 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

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maintained by the Design-Builder are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Design-Builder.

- 9.2.7 If any Design-Builder Policy containing the coverage and other terms set forth herein is not available on a reasonable basis, the Design-Builder shall in lieu thereof keep and maintain in full force and effect such policy as is then available on a reasonable basis that most nearly approximates the terms described above. The Design-Builder shall promptly notify the Owner in writing if any of the required insurance is unavailable on a reasonable basis and shall include in such notice the terms and limits of the substitute policies obtained. The Design-Builder shall not obtain or maintain separate insurance coverage specifically related to the Project that is concurrent in form, or contributing in the form of loss, to the coverage required by this Agreement unless the Owner is named in such concurrent or other coverage as an additional insured and loss payee in the same manner as required by this Agreement for the Design-Builder Policy. The Design-Builder agrees that its insurer will not seek contribution from other insurance available to the Owner.
- 9.2.8 Each Design-Builder Policy shall be with companies that are nationally recognized and that have a policyholder's rating of at least A-, VII, as listed at the time of issuance by A. M. Best Insurance Reports, or such other rating as the Design-Builder and the Owner may mutually agree, and are licensed to issue such insurance in Connecticut. Each Design-Builder Policy shall provide that it may not be canceled, terminated, reduced, or materially changed unless at least thirty (30) Calendar Days advance notice thereof has been provided to the Owner, except in the case of cancellation or termination due to a lapse for nonpayment, in which case only ten (10) Calendar Days advance notice shall be required. Each Design-Builder Policy shall include waivers of;
- 9.2.8.1 all rights of subrogation against the Owner and;
- 9.2.8.2 any recourse against any parties other than the Design-Builder for payment of any premiums or assessments under such policy. Each Design-Builder Policy covering third-party liability shall contain a cross-liability endorsement or a severability of interest endorsement providing that coverage, to the maximum amount of the policy, shall be available despite any suit between the insured and any additional insured under such policy. Each Design-Builder Policy shall provide that it may not be invalidated by any act, omission, or negligence of the Owner. The Design-Builder Policies shall not in the aggregate have deductibles or self insured retentions in excess of \$250,000 per occurrence.
- 9.2.9 Each Design-Builder Policy obtained in accordance with 9.2.1.5 Builder's Risk Insurance above shall be on a completed value form including boiler and machinery coverage, with course of construction business interruption insurance in such amount as may be reasonably determined by the Design-Builder, 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 interest 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

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reflecting any such addition, amendment, or supplement. With respect to any Design-Builder Policy that expires by its terms prior to the date on which Acceptance of the Work occurs, the Design-Builder shall deliver certificates of insurance and any other documentation reasonably requested by the Owner evidencing the existence of a renewal or replacement of any Design-Builder Policy, such delivery to be made at least thirty (30) Calendar Days prior to the expiration of such Design-Builder Policy.

- 9.2.12 If the Owner finds it necessary to access a portion or portions of the Project prior to Substantial Completion for the purpose of installing and testing equipment, the Owner shall give Design-Builder ten (10) Calendar Days notice of when and where such installations and testing are to occur. Design-Builder shall use reasonable efforts to arrange for the insurance company or companies providing the property insurance to consent to such access by endorsement to the policy or policies. No insurance shall be canceled or lapsed on account of the Owner's access to the Project.
- 9.2.13 Except as otherwise expressly provided in this Agreement, all insurance coverage required pursuant to this Article 9, shall be obtained, and maintained by Design-Builder at Design-Builder's sole cost and expense.
- 9.2.14 The Owner does not represent that the insurance coverage specified above, whether in scope of coverage or amounts of coverage, are or will be adequate to protect Design-Builder with respect to the risks it is assuming pursuant to this Agreement, and Design-Builder shall be solely responsible for any deficiencies thereof, such that Design-Builder shall replace all or any part of the Work regardless of any deficiency in coverage.
- 9.2.15 Whenever a surety bond is required in connection with a contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building for work by the state or a municipality, that is estimated to cost more than five hundred thousand dollars and is paid for, in whole or in part, with state funds, the surety contract between the contractor named as principal in the bond and the surety that issues such bond shall contain the following provision: **"In the event that the surety assumes the contract or obtains a bid or bids for completion of the contract, the surety shall ensure that the contractor chosen to complete the contract is prequalified pursuant to section 4a-100 of the Connecticut General Statutes in the requisite classification and has the aggregate work capacity rating and single project limit necessary to complete the contract"**.

ARTICLE 10 TERMINATION

10.1 Owner's Right to Terminate Agreement

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

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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

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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.

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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.

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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

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

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. This provision 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.

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

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.

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 (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 Substantial Completion Date, 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

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

defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section, this section shall govern.

- 13.21 Severability.** If any part or parts of this Agreement shall be held to be void or unenforceable, such part or parts shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable.
- 13.22 Police Powers.** Nothing in this Agreement is in derogation of or restricts the exercise of the police powers of the State of Connecticut.
- 13.23 Freedom of Information Act.** The Owner is a "public agency" for purposes of the Connecticut Freedom of Information Act, Sections 1-200 to 1-241 of the General Statutes, as amended (the "FOIA"). Information relating to the Design-Builder, its Contractors and Subcontractors and their affairs received or maintained by the Owner may constitute "public records or files" for purposes of the FOIA subject to public access and disclosure in the manner provided in the FOIA, unless a specific exemption from the public access and disclosure requirements of the FOIA is available in connection with particular records or files. Accordingly, the Owner is relieved from any confidentiality obligations under this Agreement that would be in conflict with its obligations under the FOIA.
- 13.24 No Partnership, Joint Venture or Agency.** Nothing contained herein or done pursuant hereto shall be deemed to create, as between Design-Builder, on the one hand, and the Owner on the other, any partnership, joint venture or agency relationship.
- 13.25 Disclosure of Records.** This Agreement may be subject to the provisions of Section 1-218 of the Connecticut General Statutes, as revised. In accordance with this Section, each contract in excess of Two Million Five Hundred Thousand Dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes, as revised.
- 13.26 Campaign Contribution Restriction.** For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Appendix I.
- 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.

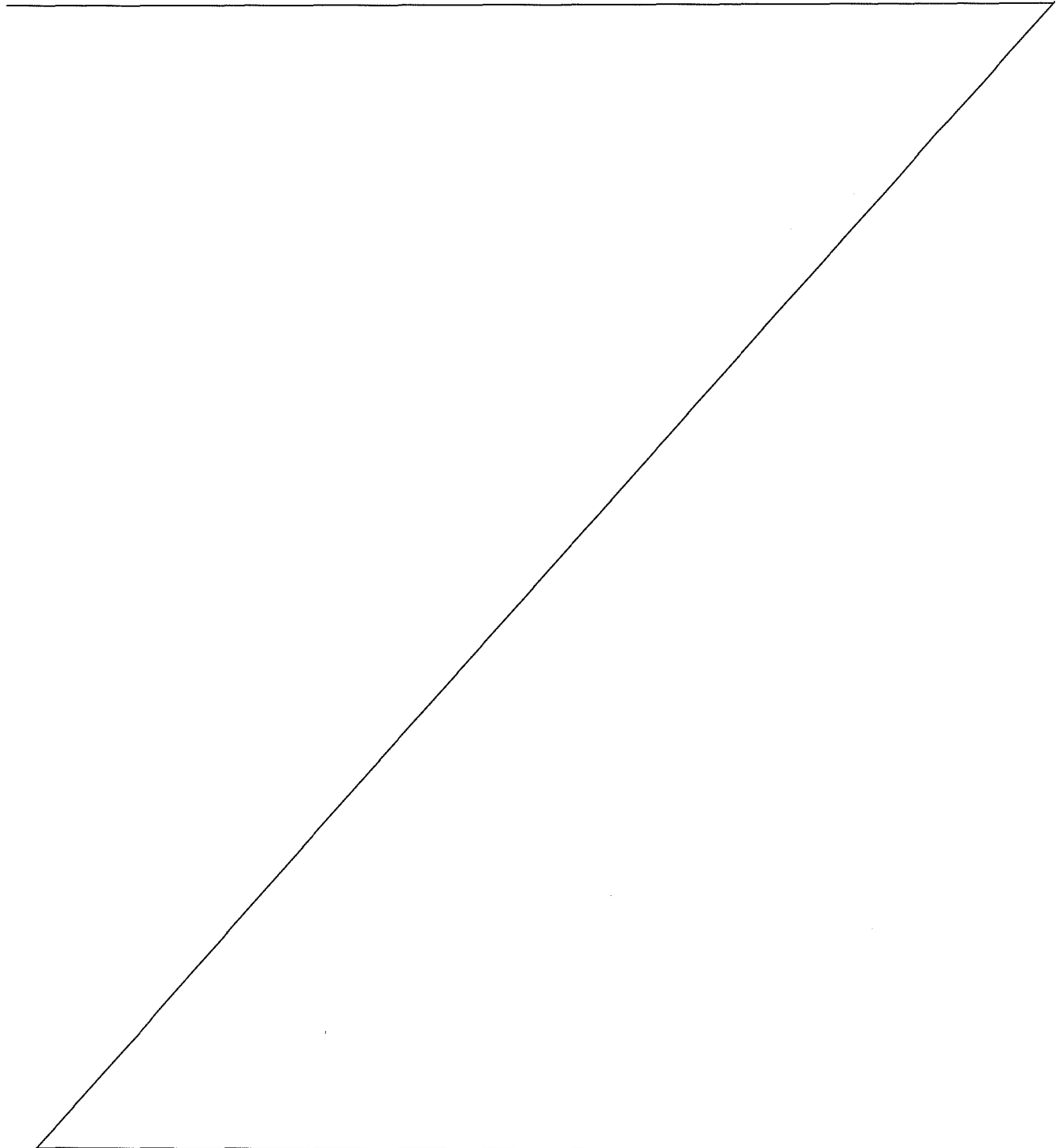
ARTICLE 14 NOTICES

- 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.

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

ARTICLE 15 APPROVAL OF THE ATTORNEY GENERAL'S OFFICE

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

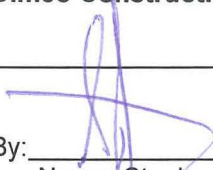


Design-Build Agreement Between the State of Connecticut and Design Builder

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

DESIGN-BUILDER:

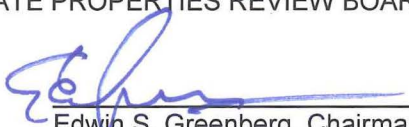
Dimeo Construction Company

By:  12/16/13
Name: Stephen F. Rutledge
Its: COO/Executive Vice President, duly authorized

STATE OF CONNECTICUT


By:  12/16/13
Donald J. DeFronzo
Commissioner
Department of Administrative Services
Division of Construction Services

APPROVED
STATE PROPERTIES REVIEW BOARD

By: 
Edwin S. Greenberg, Chairman

Date: 12/12/2013

APPROVED AS TO FORM
ATTORNEY GENERAL

By: 
ASSOC. ATTY. GENERAL Attorney General Joseph Rubino

Date: 12/18/13

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

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

On this the 16th day of December, 2013, before me, personally appeared Stephen F. Rutledge who acknowledged that he/she is the COO/Executive Vice President of Dimeo Construction Company, a Rhode Island corporation, and that he/she as such COO/Executive Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as COO/Executive Vice President.

Roberta M. Argy

Notary Public
~~My Commission Expires:~~
Commissioner of the Superior Court

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

On this the 16th day of December, 2013, before me, personally appeared Donald J. DeFronzo, 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. Argy

Notary Public
~~My Commission Expires:~~
Commissioner of the Superior Court

DESIGN-BUILD AGREEMENT

APPENDIX A

Project Schedule

For

New Residence Hall Facility
Central Connecticut State University
New Britain, Connecticut

Project No. CF-RC-380
Agreement No. CF-RC-380-DB-2

Activity ID	Activity Name	2015						2016				
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
CCSU - Summary 11/25/13		CCSU - Summary 11/25/13										
PRECONSTRUCTION		PRECONSTRUCTION										
	Notice to Proceed											
	General Preconstruction											
	Design Coordination											
	100% Design Documents (DD)											
	Interim Design Services											
	100% Construction Documents (CD)											
	Subcontractor Bidding											
	Procurement											
CONSTRUCTION		CONSTRUCTION										
	Mobilization & Site Prep											
	Foundations & Structure											
	Exterior Envelope											
	Interior Finishes	Interior Finishes										
	Sitework	Sitework										
	Closeout	Closeout										
	Punchlist	Punchlist										
	Substantial Completion	Substantial Completion										
	Partial/Temporary Certificate of Occupancy	Partial/Temporary Certificate of Occupancy										
	Owner Start Move-In	Owner Start Move-In										
OWNER MILESTONES		OWNER MILESTONES										
OM16	Commission Building Systems	Building Systems										
OM18	Punchlist Items											
OM24	O&M Manuals											
OM10	Equipment & Telecom/Data	Equipment & Telecom/Data										
OM14	System Demonstration & Training	System Demonstration & Training										
OM28	Certificate of Compliance	Certificate of Compliance										
OM20	Certificate of Occupancy	◆ Certificate of Occupancy										
OM40	University Admin & Staff Move In	◆ University Admin & Staff Move In										
OM42	Students Use of the Facility	◆ Students Use of the Facility										
OM22	Record Drawings	◆ Record Drawings										
OM26	As-Builts	◆ As-Builts										
OM32	Warrantees/Guarantees	◆ Warrantees/Guarantees										
OM44	Certificate of Acceptance	◆ Certificate of Acceptance										
OM12	Change Orders	◆ Change Orders										
OM30	Close Out Office	◆ Close Out Office										
OM34	Insurance Certificate	◆ Insurance Certificate										
OM36	Final Commissioning & Leed Submission	◆ Final Commissioning & Leed Submission										
OM38	Final Payment	◆ Final Payment										



DESIGN-BUILD AGREEMENT

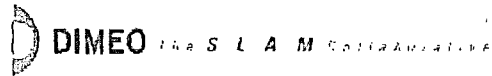
APPENDIX B

Design-Builder's Proposal

For

New Residence Hall Facility
Central Connecticut State University
New Britain, Connecticut

Project No. CF-RC-380
Agreement No. CF-RC-380-DB-2



Design-Build Proposal

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

CF-RC-380 DB - 2

New Residence Hall Facility
Central Connecticut State University
New Britain, CT

Dimeo Construction Company
1211 Chapel Street
New Haven, CT 06511
Corporation

The S/L/A/M Collaborative, Inc.
80 Glastonbury Boulevard
Glastonbury, CT 06033
Corporation

D-B Proposal Submittal Due Date:
August 14, 2013

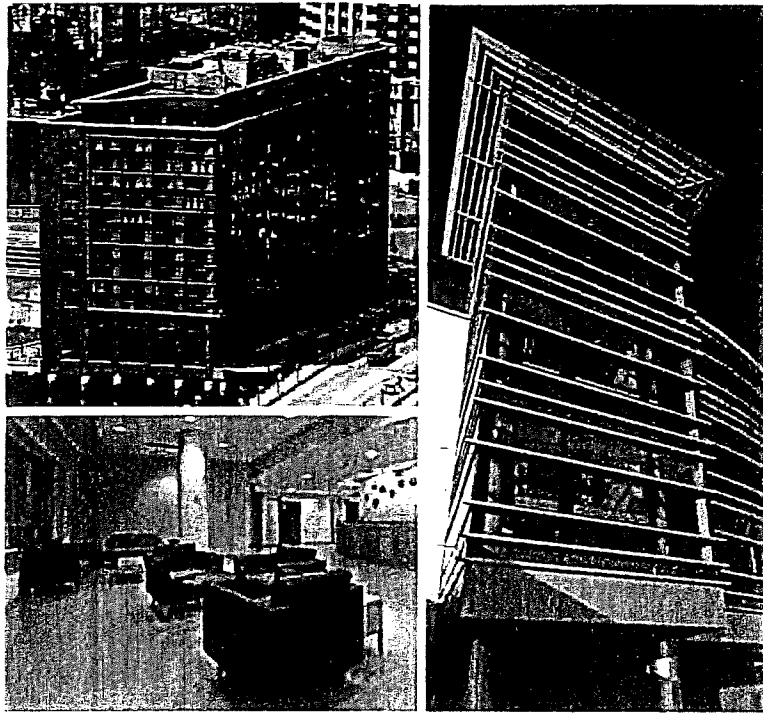


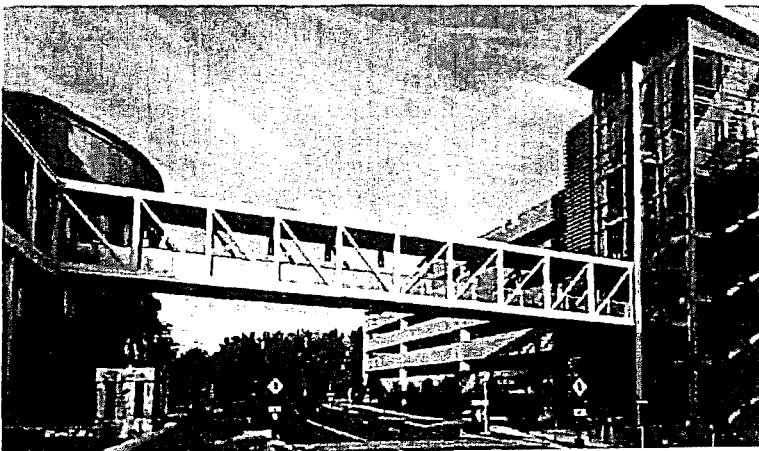
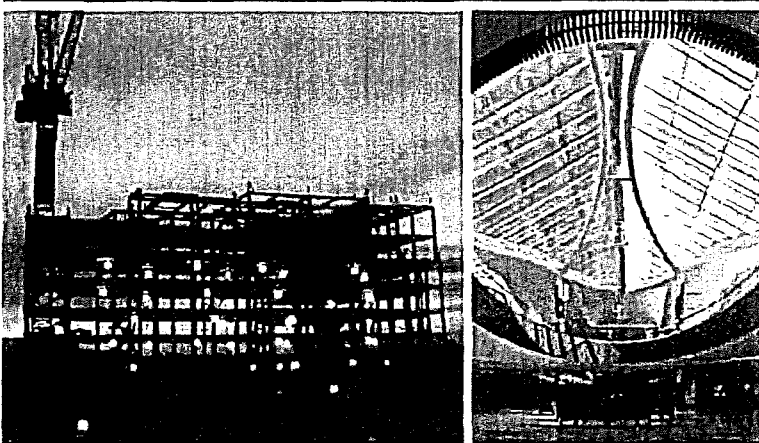
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Total Cost Proposal Worksheet

Dimeo-S/L A/M Design: Build Price Submission CT DCS



Total Cost Proposal Form
Department Of Construction Services - State of Connecticut

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) and delivered to **State Office Building, Department of Construction Services, Division of Design & Construction, Office of Process Management - Room 437, 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, And Selection Procedures of this RFP.

Project Number: CF-RC-380 DB-2
Project Name: CCSU Residence Hall
Project Location: Central Connecticut State University
1615 Stanley Street, New Britain, CT 06050

The Proposer, named Dimeo Construction Company and hereinafter referred to as "the Proposer", with a principal place of business at 75 Chapman Street, Providence, RI 02905

is a(n)* Corporation

existing under the laws of the State of Rhode Island, and proposes to do business as Dimeo Construction Company

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 Request For Proposals (D-B) 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 D-B 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 Request For Proposals (D-B), including but not limited to Sections 00 21 16.1 Instructions To Proposers D-B, 00 24 19.1 Project Scope, Proposal Submittal requirements, Evaluation and Selection Procedures D-B, 00 53 D-B Agreement, 00 73 43 General Conditions D-B, Division 01 General Requirements (D-B 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 Request For Proposals (D-B) without any exceptions, clarifications, or exclusions. Submission of any exceptions, clarifications and/or exclusions may result in the CMR's Proposal being deemed Not Responsive.

1.3 Total Cost Proposal Worksheet:

To complete and submit 00 43 53.1 Total Cost Proposal Worksheet D-B 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 "Request for Proposal (D-B)" 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 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 Five hundred and Eighty-seven, (587) 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 (\$3,867.00), three thousand, eight hundred and sixty-seven 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 (\$1,227.00), One Thousand, two hundred and twenty-seven Dollars per day for each Calendar Day beyond the ninety (90)

Calendars Days of the established Substantial Completion Date that the Design-Builder fails to complete all of the Work required of the Acceptance of the Work.

1.13 Addenda / Addendum:

The Design/Builder states that this Proposal includes 1-5 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 D-B for the D-B 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 Department 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 Department of Construction Services, or destroyed, or retained in a secure location and not released to anyone without first obtaining the permission of the Department 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 (D-B 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 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 C)

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, or 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**.
- 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 - (D-B) 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).
- 6.2 This requirement must be met even if the Proposer is certified and eligible to participate in the Small Business Set-Aside Program. To facilitate compliance with this requirement for set-aside subcontractors, Conditionally Selected Proposer will have **fourteen (14) calendar days** of the date of the CT DCS Conditional Selection Letter within which to complete and submit a list of certified set-aside contractors to be used on this project along with the dollar amounts to be paid to each, on the **00 61 39 Set-Aside Contractor Schedule D-B**, and a copy of their current certification must be attached to the required submittal. This information will be considered as a submittal requirement of your Total Cost Proposal Form and failure to comply with any portion of these requirements, within **fourteen (14) calendar days** of the date of the CT DCS Conditional Selection Letter, including but not limited to the failure to list or meet the necessary dollar amount or percentage of the bid price will be cause to reject your Proposal. 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 "Substantial" subcontractors whose subcontract exceeds five hundred thousand dollars (\$500,000) with the **Section 00 61 39 Set-Aside Contractor Schedule D-B**.
- 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 Attachment III (see CHRO Affirmative Action Plan 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 D-B 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 D-B.

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 D-B.

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 D-B and Section 00 45 13.1 Objective Criteria for Evaluating Qualifications of Proposers D-B 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 Sixty seven million four hundred twenty thousand one hundred forty one Dollars

Figure Amount \$

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4	2	0
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1	4	1
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(Place Figure Amount in Appropriate Boxes.)

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

9.1 Discrepancies:

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

10.0 Named Subcontractors:

List the names and prices of the Named Subcontractor that will perform the 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 D-B 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.

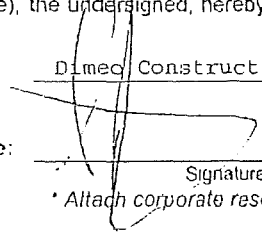
10.0 Named Subcontractors (Continued):

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 sub trade.				
Description	Name of Subcontractor	Amount Dollars	Labor & Material Payment Bond	Performance Bond
Masonry	B.W.Dexter II, Inc.	\$ 8,200,211	100 %	100 %
Electrical	PEC of Ct., Inc.	\$ 7,425,000	100 %	100 %
HVAC	P&D Mechanical, Inc.	\$ 9,933,860	100 %	100 %
Mechanical* <i>(except HVAC)</i>	P&D Mechanical, Inc.	\$ 3,232,000	100 %	100 %

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 **Shortlisted Design Build Proposers Acceptance Statement:**
 In conformance with the State of Connecticut, DCS Regulations for "Design-Build Teams and Special Legislation Contractors" dated April 26, 2007, Section 4b-24-6 Screening Panel, DCS has determined that it is appropriate to proceed with (4) four short listed design-build teams for this CF-RC - 380 DB-2 Contract. By submitting this Total Cost Proposal, I (we), the undersigned, hereby declare that I am (we are), has accepted the DCS determination to proceed with (4) four short listed Design Build Proposers.
- 11.3 **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: Dimed Construction Company August 14, 2013
Name Date

Proposer's Signature:  Chief Operating Officer/Ex. VP
Signature Title

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

Address: 75 Chapman Street, Providence Rhode Island 02905
City State Zip Code

12.0 Connecticut Major Contractor's License:

For all CT DCS 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 and all Named Subcontractors with this Total Cost Proposal Form.

13.0 Proposer Information:

Firm Federal Employer Identification Number: 050394406

Firm CT Tax Registration Number: MCO 0900165

Firm Address: 75 Chaoman Street

(Street)

Providence

(City/Town)

Rhode Island

(State)

02905

(Zip Code)

Telephone Number: 401-781-9800

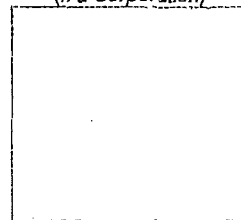
FAX Number: 401-461-4580

Email Address: snutledge@dimeo.com

Type of Business Entity (check one):

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

Corporate Seal
(If a Corporation)



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

Provide Exact Wording on Corporate Seal below:

Dimeo Construction Company
Incorporated Rhode Island 1961

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 C)

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 - (D-B) 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 Builders 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 Worksheet (Design-Build)	<input checked="" type="checkbox"/>
2.0	00 45 16.1	Contractor Qualification Questionnaire - DB	<input checked="" type="checkbox"/>
3.0	00 45 17.1	Named Subcontractor's Qualification Questionnaire - DB	<input checked="" type="checkbox"/>
4.0	—	DAS Pre-qualification Certificate (Contractor and Named Subcontractors (That are classified as "Substantial Subcontractors") See http://das.ct.gov for required form(s).	<input checked="" type="checkbox"/>
5.0	—	DAS Update Statement(s) See http://das.ct.gov for required form(s).	<input checked="" type="checkbox"/>
6.0	—	Connecticut Major Contractor's License For Projects designated in Section 00 24 19.1, Project Scope, Proposal Submittal Requirements, Evaluation And Selection Procedures D-B, of this D-B 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 (D-B).	<input checked="" type="checkbox"/>
7.0	—	Ethics Affidavit (Regarding State Ethics) (New July 1, 2005) Upload the following to the DAS Website prior to, or at the time of Proposal Submittal, See http://das.ct.gov for required form(s).	<input checked="" type="checkbox"/>
8.0	—	Gift and Campaign Contribution Certification Upload the following to the DAS Website prior to, or at the time of Proposal Submittal. See http://das.ct.gov for required form(s).	<input checked="" type="checkbox"/>
9.0	—	Connecticut Major Contractor's License For all CT DCS projects designated CT DAS Contractor Classification Group A, Group B, or Group C or Projects That Exceed Threshold Limits of C.G.S §29-276b the 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 . See Article 1 of Section 00 21 16.1 Instructions To Proposers (D-B) for specific requirements.	<input checked="" type="checkbox"/>
10.0	00 40 14	Certificate (of Authority) See www.ct.gov/dcs for required form.	<input checked="" type="checkbox"/>

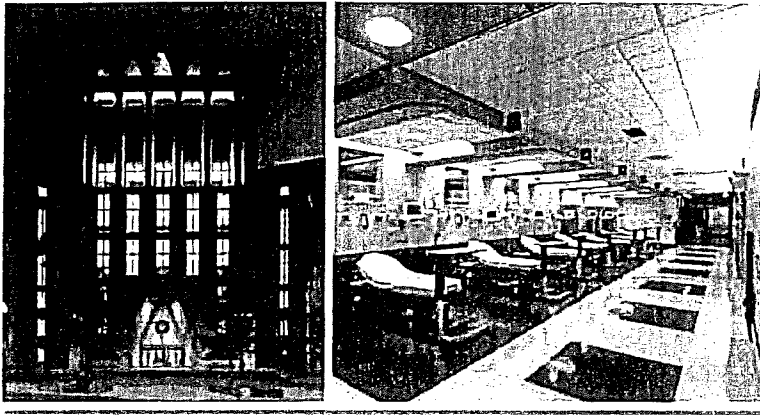
15.0 CT DCS Conditional Selection Letter Document Submittals:
The Conditionally Selected Design-Builder shall be notified in a "Conditional Selection Letter" of additional Submittal Requirements. The Conditional Selection Letter shall also notify the Design-Builder of certain affidavits and certifications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

16.0 CT DCS Solicitation Cancellation:
The Department, in its sole discretion, reserves the right to cancel this solicitation and terminate the process to retain Design-Build services, and is under no obligation to contract for the services specified herein.

END
Section 00 42 53
Total Cost Proposal Form - DB

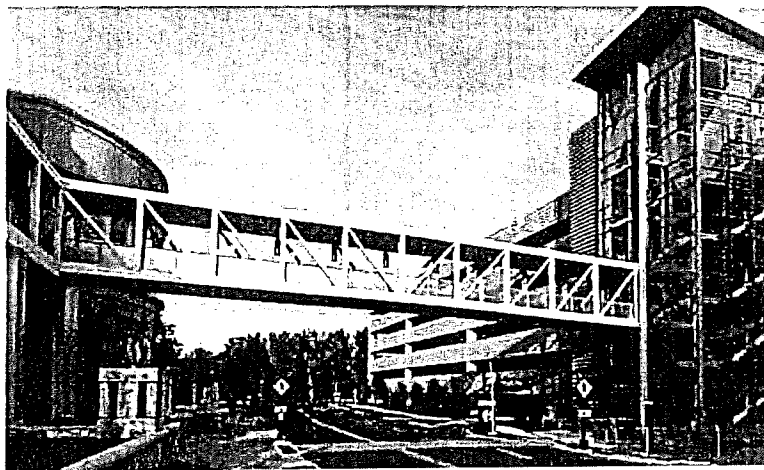
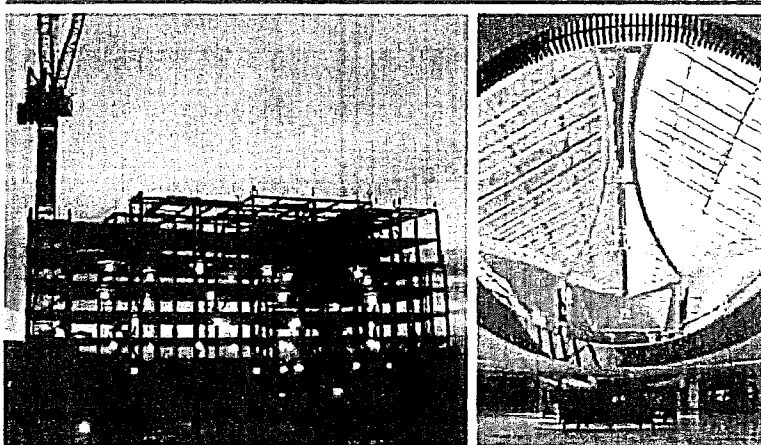


Division Number	Description	Division Cost Subtotals
01	General Requirements	12,972,491
02	Existing Conditions	Included
03	Concrete	4,311,821
04	Masonry	8,200,211
05	Metals	1,043,383
06	Wood, Plastics, and Composites	1,378,592
07	Thermal and Moisture Protection	2,225,024
08	Openings	3,178,524
09	Finishes	7,323,734
10	Specialties	157,970
11	Equipment	98,550
12	Furnishings	116,981
13	Special Construction	Not Used
14	Conveying Equipment	1,072,000
21	Fire Supression	775,000
22	Plumbing	3,232,000
23	Heating, Ventilating, and Air Conditioning	9,933,860
26	Electrical	7,425,000
27	Communications	w/ Elect
28	Electronic Safety and Security	w/ Elect
31	Earthwork	3,975,000
32	Exterior Improvements	w/Earthwork
33	Utilities	w/Earthwork
	Total Cost:	\$ 67,420,141
	(Includes Design, Construction and All Of The Requirements Of This D-B RFP)	
Note:	<i>This Total Cost Worksheet is the basis of the cost evaluation process as represented by the Total Cost in the Total Cost Proposal Statement.</i>	



Contractor Qualification Questionnaire

The Project of the College of Business Administration CT DCS



Contractor Qualification Questionnaire D-B
State of Connecticut - Department Of Construction Service

Project:DCS Project Number: CF-RC-380-DB-2Project Name:
(From QBS Web Ad)New Residence Hall Facility

Project Location:

New Britain, CTBrief Project Description:
(From QBS Web Ad)New Residence Hall on the Central Connecticut State University Campus**Purpose:**

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

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

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

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

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

Dimeo Construction Company

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

83 Years

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

83 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: N/A

4.1

4.2

4.3

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

5.1 N/A

5.2

5.3

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

7.0 If the organization is a corporation indicate the following:
7.1 Date of Incorporation: March 23, 1932
7.2 State of Incorporation: Rhode Island
7.3 President's Name: Bradford Dimeo
7.4 Vice-President's Name(s): Stephen Rutledge - COO & Executive Vice President
Steven Avery - CFO
7.5 Secretary's Name: Lori Corsi

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 General Conditions (i.e. handrails, ramps, protection, etc.)
9.2 We maintain ability for others, but typically we only perform General Condition items.
9.3
9.4
9.5

10.0 If the organization is an individual or a partnership answer the following:
10.1 Date of Organization: _____
10.2 Name and Address of all partners (State whether general or limited partnership):

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

12.0 List the states in which your organization is legally qualified to do business. Indicate category or trade and indicate registration or license numbers, if applicable. List states in which partnership or trade name is filed:
Connecticut (Major Contractors License #900165), Rhode Island, Massachusetts,
New Hampshire, New York, Maine, Vermont
Trade Category: General Construction

13.0 Trade References: List names, addresses and telephone numbers of four firms with whom your organization has regular business dealings:
 Genovese & Massaro, Inc. 2466 State Street, Hamden, CT 06517 - Michael Massaro, 203-230-9055
 LVI Environmental Services, 877 Post Road East, Suite #4, Westport, CT 06880. Rich Meahan, 203-222-0584
 Legere Woodworking, 80 Darling Drive, Avon, CT 06001, Steve Nagle, 860-674-0392
 Ralph Camputaro & Sons, 2 Enterprise Drive, North Branford, CT 06471, Dennis Camputaro, 203-483-0330

14.0 Bank References: List names, addresses and telephone numbers of the financial institutions used by your organization.
 Bank of America, 111 Westminster Street, Providence, RI 02903
 Mr. Oliver Bennett, Senior Vice President, 401-278-6000

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.
 AON Risk Services, One Federal Street, 20th Floor, Boston, MA 02110
 Ms. Jane Gilson, 617-457-7787

16.0 Has your organization ever failed to complete any work awarded to you? If so, note when, where, and attach a separate sheet of explanation to this form.
 No

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

18.0 Has your organization had any willful or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding D-B Proposal Submittal Due Date for this Project, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or Occupational Safety and Health Act of 1970?
 Yes No
 If yes, list and explain; Indicate whether these were abated within the time fixed by the citation or whether the citation was appealed. If appealed, what is the status or disposition?

19.0 Has your organization had any criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?
 Yes No

20.0 On a separate form, list and describe major construction projects your organization currently has in progress. Please see attached "Projects in Progress"

21.0 On a separate form, list and describe the significant projects your organization has completed in the past five years. Please see attached "Completed Projects"

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.
 Please see attached "Legal Proceedings"

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

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

Stowe & Degen, 95A Turnpike Road

August 30, 2011

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

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

Dimeo Construction Company is part of The Dimeo Group of Companies

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

24.0 Dated at: Providence, RI

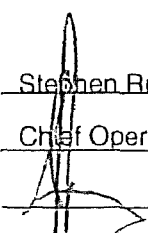
Signed: This 14th Day of August, 20 13.

Name of Organization:

Questionnaire Prepared By:

Name: Stephen Rutledge

Title: Chief Operating Officer and Executive Vice President

Signature: 

25.0 Mr./Mrs./Ms: Stephen Rutledge Notary Statement

being duly sworn

Deposes and says that he/she is the Chief Operating Officer and Executive Vice President of (Position or Title)

Dimeo Construction Company, and that the answers to the foregoing (Firm Name)

Questions and all statements therein contained are true and correct.

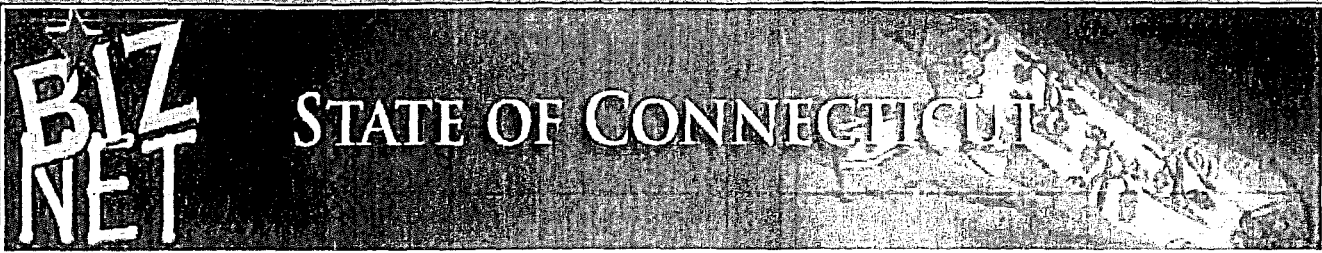
Subscribed and sworn before me this 14th day of August, 20 13.

Notary Public: Sandra A. Poissant

My Commission Expires: April 20, 20 14.

SANDRA A. POISSANT
Notary Public, State of Rhode Island
My Commission Expires April 20, 2014

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



Current User:

[Home](#) [Menu](#) [Log In/Out](#)

Prequalified Vendor Search Details

DAS Contractor Prequalification Vendor Certificate

Prequalified Vendor Search Details

[Page Help](#)

Company Name: Dimeo Construction Company
 DBA:
 Address 1: 75 Chapman Street
 Address 2:
 City, State, Zip: Providence, RI 02905
 Web Address: www.dimeo.com
 Business Type: Corporation

Contact Name	Phone/FAX	Email
Anthony F. Dematteo	Phone#: (401) 781-9800 Ext#: 2226 FAX#: (401) 461-4580	afd@dimeo.com

Expiration Date	Single Project	AWC
10/16/2013	\$300,000,000.00	\$700,000,000.00

Classification	Description
CONSTRUCTION MANAGER AT RISK (GROUP C)	<p>The undertaking of general contracts for the construction of buildings (i.e. new construction, renovation, rehabilitation, alteration, addition, etc.). The contract must include a variety of construction practices and supervision of a minimum of three sub-trades. Includes buildings that are truly custom, requiring extensive detailing, or that have large amounts of integrated scientific or complex mechanical/electrical equipment in order for them to function. Examples include hospitals, chemistry buildings, special collections buildings, historic preservation to a landmark structure, and/or any other structure that is truly one of a kind within the State's inventory.</p> <p>The construction manager at risk serves as a general contractor and provides consultation regarding construction during the design of the building and through the construction.</p> <p>Note: If you are prequalified for Construction Manager at Risk under Group C, you are automatically prequalified for Group A and Group B.</p> <p>To prequalify for Construction Manager at Risk under Group C, you must have a Major Contractor Registration through the</p>

Prequalified Vendor Search Details

State of Connecticut Department of Consumer Protection.

GENERAL BUILDING CONSTRUCTION (GROUP C)

The undertaking of general contracts for the construction of buildings (i.e. new construction, renovation, rehabilitation, alteration, addition, etc.). The contract must include a variety of construction practices and supervision of a minimum of three sub-trades. Includes buildings that are truly custom, requiring extensive detailing, or that have large amounts of integrated scientific or complex mechanical/electrical equipment in order for them to function. Examples include hospitals, chemistry buildings, special collections buildings, historic preservation to a landmark structure, and/or any other structure that is truly one of a kind within the State's inventory.

Note: If you are prequalified for General Building Construction under Group C, you are automatically prequalified for Group A and Group B. Also if you are prequalified for General Building Group C you will automatically be prequalified for General Trades.

To prequalify for General Building Construction under Group C, you must have a Major Contractor Registration through the State of Connecticut Department of Consumer Protection.

GENERAL TRADES

The undertaking of general contracts for the construction and/or supervision of several sub-trades but not the construction of buildings as described in General Building Construction. The contract must include a variety of construction practices and supervision of a minimum of three sub-trades. The work of this category is intended for the interior finishes of a building.

License#

Trade

Expire

900165

Major Contractor

6/30/2013

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

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

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

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

The Department of Administrative Services - Business Network. [Review our Privacy Policy](#)
Need to contact us? Send e-mail to [DAS Web Design](#)
All State [disclaimers](#) and [permissions](#) apply.

File Count: 13,059

State of Connecticut
 Department of Administrative Services (DAS) Contractor Prequalification

Update (Bid) Statement
 (Statement to be included with the bid)

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

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

Name of Project that company is bidding on: New Residence Hall Facility - Central Connecticut State University		
Project Number: CF-RC-380-DB-2		
Name of Company: Dimeo Construction Company		
FEIN: 05-039-4406		
Company Address: 75 Chapman Street, Providence, RI 02905 / 1211 Chapel Street, New Haven, CT, 06511		
Prequalification Contact: Anthony Dematteo		Telephone Number: 401-781-9800
Date of Prequalification with the DAS: 10-16-2013	Single Limit: \$325,000,000	Aggregate Work Capacity (AWC): \$750,000,000
* This amount equals your company's AWC minus the Total \$ Amount of Work Remaining.		* Remaining Aggregate Work Capacity: \$610,770,395

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

Name of Project	Owner of Project	Date Project Completed	Total Contract Amount

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

Name of Project	Owner of Project	Total Contract Amount	% Complete	Work Remaining (\$)
Jackson Gardens & Lincoln Way Housing	Cambridge Housing Authority	\$40,709,875	95%	\$2,035,493
Duxbury Middle/High School	Town of Duxbury, MA	\$105,320,000	40%	\$63,192,000
WCSU New Visual & Performing Arts Center	CT DCS	\$74,134,091	70%	\$22,241,172
UMASS Commonwealth Honors Residential College	UMASS Building Authority	\$175,218,814	95%	\$8,760,940
Department of Youth Services	MA DCAM	\$43,000,000	0%	\$43,000,000
Total \$ Amount of Work Remaining →				\$139,229,605

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

Individual Name	Title of Individual
Stephen F. Rutledge	Principal-in-Charge, COO
Christopher Romano	Project Executive
Scott Eaton	Project Manager
Paul Rouleau	Superintendent

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

Yes No

If yes, please explain:

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

Signature

August 14, 2013

Date

It is the responsibility of the Awarding Authority to determine if any of the information provided above will impact the contractor's performance on this project.
 The DAS' Contractor Prequalification Program can be reached at (860) 713-5280

STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

DIMEO CONSTRUCTION COMPANY

ATTN: KRISTA LEE

75 CHAPMAN ST

PROVIDENCE, RI 02905


is certified by the Department of Consumer Protection as a

MAJOR CONTRACTOR

Registration # **MCO.0900165**

Effective: 07/01/2013

Expiration: 06/30/2014


William M. Rubenstein, Commissioner



Architect – Engineer Qualifications	1. Advertisement Date:	2. Contract Number:
	4/12/13	CF-RC-380-DB-2

Part I: Contract Specific Qualifications Instructions

Section A: Contract Information

3 Title and Location (*City and State*):
 New Residence Hall Facility
 Central Connecticut State University
 New Britain, CT

Section B: Architect-Engineer Point of Contact

4. Name and Title: Anthony F. Dematteo, VP of Business Development		5. Name of Firm: Dimeo Construction Company	
6. Phone Number: (401) 781-9800	7. Fax Number: (401) 461-4580	8. Email Address: afd@dimeo.com	

Section C: Proposed Team

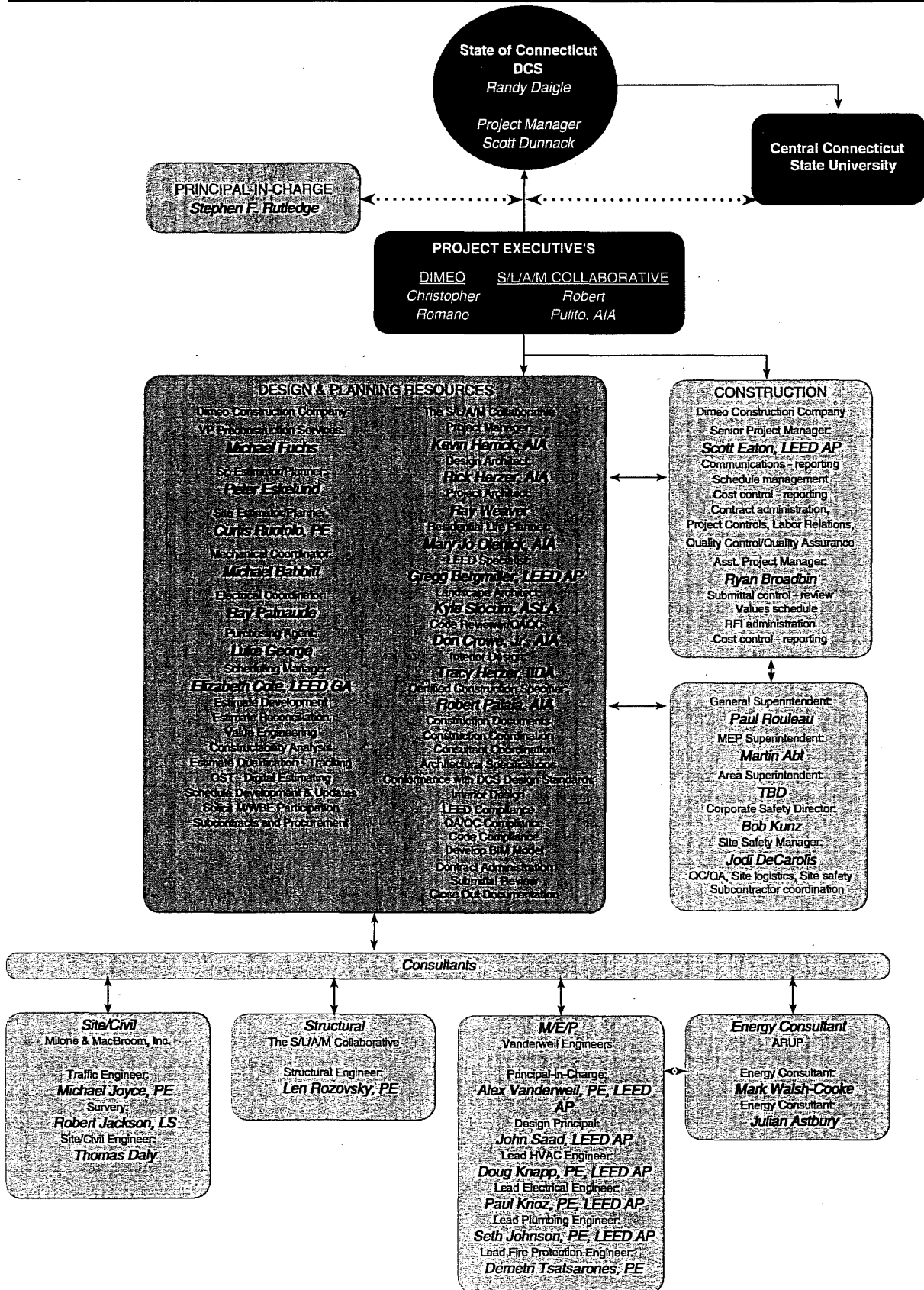
9 (a). Check				9. Firm Name	10. Firm Address	11. Role in this Contract
PF	JV	SC	B/O			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Dimeo Construction Company	1211 Chapel Street New Haven, CT 06511	Design Builder
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The S/L/A/M Collaborative	80 Glastonbury Boulevard Glastonbury, CT 06033	Architecture, Programming/Planning, Interior Design, Landscape Architecture, Code Consulting & Structural Engineering, Sustainable Design
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	R. G. Vanderweil Engineer, LLP	274 Summer Street, Boston, MA 02210	Mechanical, Electrical, Plumbing & Fire Protection
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Arup USA Inc.	955 Massachusetts Avenue 4 th Floor Cambridge, MA 02139	Energy Consultant
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Milone & MacBroom, Inc	99 Realty Drive Cheshire, CT 06410	Site/Civil Engineering & Survey
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			



Section D: Organizational Chart of Proposed Team

At this location in the QBS Submittal Booklet insert an attachment of the organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Proposed Design/Build Team





Changes are in Red

Section E: Resumes for Key Personnel Proposed for the Contract

12. Name		13. Role In This Contract		14. Years Of Experience	
Stephen F. Rutledge		Principal-in-Charge		a. Total	b. With Current Firm
				33	33
15. Firm Name and Location: <i>(City And State)</i>					
Dimeo Construction Company					
16. Education:		17. Professional Registration:		18. Other Professional Qualifications:	
Utica College of Syracuse BS, Construction Management				Company Liaison to Black Contractor Association of Rhode Island OSHA Certification - 30 Hours New England Carpenters Labor-Management Program (NECLMP), Management Trustee	
19. Relevant Projects					
a.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	University of Massachusetts – Amherst Commonwealth Honors Residential Complex \$175 million		Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
		2011		2013	<input checked="" type="checkbox"/>
(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role					
The LEED Silver project, recently completed in July, is a 1,500 bed residential honors college complex of approximately 500,000 GSF for the UMASS Amherst Campus. The Project consisted of a mix of unit types including approximately 600 beds of singles and doubles and 900 beds in suites and apartments. The project included associated residential common spaces such as floor lounges and laundry facilities to complement the residential experience. In addition the facility's program includes nine (9) classrooms and a large multi-purpose room for Honors College academic use, as well as, approximately 9,000 nsf of the Commonwealth Honors College student support space.					
b.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	Gateway Community College, New Construction to Consolidate College, New Haven, CT, \$158 million*		Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
		2009		2012	<input checked="" type="checkbox"/>
(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role					
The Gateway Community College project consolidated many of the programs previously housed on the Long Wharf and New Haven Campuses at a new location in downtown New Haven. The project included two structures being built on two city blocks at a major entrance to the city, connected by a bridge over George Street. The new four-story, 570,000 sf building, includes 90 general purpose classrooms, 22 computer labs, library, cafeteria, bookstore, culinary arts center, art gallery, Allied Health Department and administrative offices. In addition, Dimeo constructed a new 600 car pre-cast garage. The project was recently awarded LEED Gold certification.					
c.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	Providence College, New Residence Hall, Providence, RI, \$19.5 million		Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
		2003		2004	<input checked="" type="checkbox"/>
(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role					
This residence hall represents the fifteenth housing facility at Providence College. The new six-story, 114,000 sf building houses 344 students in both four and six person suites. Each suite has a living room, one or two full baths (four person suites have one full bath and the six person suites have two full baths) and a service kitchen with a microwave, sink and refrigerator. Common areas include student lounges located on each floor, front entrance and elevator lobbies and laundry facilities. The building is a steel structure with precast concrete planks. T					
d.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	University of Massachusetts – Amherst Commonwealth Honors Residential Complex \$150 million		Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
		2011		2013	<input checked="" type="checkbox"/>
(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role					



The Project, presently under construction, is a 1,500 bed residential honors college complex of approximately 500,000 GSF for the UMASS Amherst Campus. The Project consists of a mix of unit types including approximately 600 beds of singles and doubles and 900 beds in suites and apartments. The project includes associated residential common spaces such as floor lounges and laundry facilities to complement the residential experience. In addition the facility's program will include nine (9) classrooms and a large multi-purpose room for Honors College academic use, as well as, approximately 9,000 nsf of the Commonwealth Honors College student support space.

e.	(1) Title and Location (<i>City and State</i>)	(2) Year Completed		
	Providence College, Ruane Center for the Humanities, Providence, RI, \$20 million	Professional Services	Construction (If Applicable)	Project with Current Firm
	2012	2013	<input checked="" type="checkbox"/>	
(3) Brief Description (<i>Brief Scope, Size, Cost, Etc.</i>) and Specific Role				
Recently completed with The S/L/A/M Collaborative in July, The Ruane Center for the Humanities is three levels totaling approximately 63,500 sf. Features of the project included multiple size lecture halls (120 and 150 seat), multiple size classrooms (25 to 60 seats), a great room with an outdoor attached patio, faculty offices and lounges				



Section E: Resumes for Key Personnel Proposed for the Contract

12. Name		13. Role In This Contract		14. Years Of Experience	
Christopher Romano		Project Executive		a. Total	b. With Current Firm
				31	27
15. Firm Name and Location: <i>(City And State)</i>					
Dimeo Construction Company					
16. Education:		17. Professional Registration:		18. Other Professional Qualifications:	
Rhode Island School of Design, Arch. Program; Boston Architectural Center, Architectural Program				MA Construction Supervisor License #CS 66382; OSHA 30 Hour Certification; First Aid & CPR Certified	
19. Relevant Projects					
a.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	Bryant University, New Residence Hall, Smithfield, RI, \$17.5 million		Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
			2006	2007	<input checked="" type="checkbox"/>
(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role					
The project consisted of a new 5 story residence hall with approximately 200 beds. The building is masonry block and plank construction with a brick veneer complemented by architectural precast. The cafeteria is supported by a small kitchen, and there is a meeting room, which consists of an open space supported by structural steel. Typical room finishes include standard carpet, paint on drywall and block, and limited ACT - most areas have exposed plank ceilings. The first floor has mill work paneling in the cafeteria and meeting room.					
b.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	University of New Haven, New Soundview Residence Hall West Haven, CT, \$33.1 million*		Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
			2008	2009	<input checked="" type="checkbox"/>
(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role					
The University of New Haven, a private institution that enrolls approximately 4,400 students, awarded Dimeo the construction of their new residence hall on their campus in West Haven, CT. The new residence hall houses 403 students in apartment style residences. The building also includes amenity spaces such as lounges and a laundry room. Dimeo's scope involved site work including plazas, access drives, walks, site utilities and parking. The project received LEED Gold certification and the facility includes recycling centers.					
c.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	Providence College, New Residence Hall, Providence, RI, \$19.5 million		Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
			2003	2004	<input checked="" type="checkbox"/>
(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role					
This residence hall represents the fifteenth housing facility at Providence College. The new six-story, 114,000 sf building houses 344 students in both four and six person suites. Each suite has a living room, one or two full baths (four person suites have one full bath and the six person suites have two full baths) and a service kitchen with a microwave, sink and refrigerator. Common areas include student lounges located on each floor, front entrance and elevator lobbies and laundry facilities. The building is a steel structure with precast concrete planks. T					
d.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	Providence College, Ruane Center for the Humanities, Providence, RI, \$20 million		Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
			2012	2013	<input checked="" type="checkbox"/>
(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role					
Recently completed with The S/L/A/M Collaborative in July. The Ruane Center for the Humanities is three levels totaling approximately 63,500 sf. Features of the project included multiple size lecture halls (120 and 150 seat), multiple size classrooms (25 to 60 seats), a great room with an outdoor attached patio, faculty offices and lounges					
e.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		



Eastern Connecticut State University, New Parking Garage Willimantic, CT, \$16.25 million	Professional Services 2009	Construction (If Applicable) 2010	Project with Current Firm <input checked="" type="checkbox"/>
(3) Brief Description (<i>Brief Scope, Size, Cost, Etc.</i>) and Specific Role			
The new parking garage at Eastern Connecticut State University will be an open 4-5 story parking garage to accommodate 800 vehicles. The garage is to be designed and constructed adjacent to the existing parking garage on Charter Oak Avenue located on the northeastern portion of the campus. The project will also include widening of Charter Oak Road to comply with STC permit.			



Section E: Resumes for Key Personnel Proposed for the Contract

12. Name Scott Eaton, LEED AP	13. Role In This Contract Project Manager	14. Years Of Experience	
		a. Total 19	b. With Current Firm 13

15. Firm Name and Location: (City And State)
Dimeo Construction Company

16. Education: Wentworth Institute of Technology BS, Construction Management	17. Professional Registration: LEED Accredited	18. Other Professional Qualifications: OSHA - 30 Hours Massachusetts Construction Supervisor License
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19. Relevant Projects

	(1) Title and Location (City and State)	(2) Year Completed		
		Professional Services	Construction (If Applicable)	Project with Current Firm
a.	Bryant University, New Residence Hall, Smithfield, RI, \$17.5 million	2006	2007	<input checked="" type="checkbox"/>
		(3) Brief Description (Brief Scope, Size, Cost, Etc.) and Specific Role The project consisted of a new 5 story residence hall with approximately 200 beds. The building is masonry block and plank construction with a brick veneer complemented by architectural precast. The cafeteria is supported by a small kitchen, and there is a meeting room, which consists of an open space supported by structural steel. Typical room finishes include standard carpet, paint on drywall and block, and limited ACT - most areas have exposed plank ceilings. The first floor has mill work paneling in the cafeteria and meeting room.		
b.	Gateway Community College, New Construction to Consolidate College, New Haven, CT, \$158 million*	2009	2012	<input checked="" type="checkbox"/>
		(3) Brief Description (Brief Scope, Size, Cost, Etc.) and Specific Role The Gateway Community College project consolidated many of the programs previously housed on the Long Wharf and New Haven Campuses at a new location in downtown New Haven. The project included two structures being built on two city blocks at a major entrance to the city, connected by a bridge over George Street. The new four-story, 570,000 sf building, includes 90 general purpose classrooms, 22 computer labs, library, cafeteria, bookstore, culinary arts center, art gallery, Allied Health Department and administrative offices. In addition, Dimeo constructed a new 600 car pre-cast garage. The project was recently awarded LEED Gold certification.		
c.	Blue Cross/Blue Shield of RI, New Corporate Headquarters Providence, RI, \$92 million	2008	2009	<input checked="" type="checkbox"/>
		(3) Brief Description (Brief Scope, Size, Cost, Etc.) and Specific Role Dimeo served as Construction Manager on the Corporate Office Facility for Blue Cross Blue Shield of Rhode Island designed by Symmes Maini & McKee Associates, (SMMA). This thirteen (13) story office building plus a rooftop mechanical penthouse project consists of 325,000 sf of open landscaped offices and private offices, seven elevators, two stair towers at the core, a cafeteria, and a small fitness center. The project has been designated as a LEED Gold certified building by USGBC.		
d.	Salem State College, Renovations to Peabody & Bowditch Halls, Phase I Salem, MA, \$4.7 million	2003	2004	<input checked="" type="checkbox"/>
		(3) Brief Description (Brief Scope, Size, Cost, Etc.) and Specific Role Peabody and Bowditch are co-educational residence halls constructed in 1965 and located on the North Campus. Peabody is 69,075 sf with 8 floors and 322 beds and Bowditch is 61,075 sf with 7 floors and 276 beds. These		



projects were constructed in two phases over the summers of 2003 and 2004 with no interruptions to student services. This project consisted of renovations and additions to the two residence halls to bring them up to current ADA standards. The two existing elevator shafts were abandoned and used as return air vents and two new elevator towers were built. The areas immediately adjacent to the elevator lobbies required extensive renovations. The exterior skin of the elevator shaft is decorative metal panel and curtainwall surrounds the elevator lobbies on each floor. Other work included electrical upgrades throughout each building and the addition of an emergency generator to each building.

	(1) Title and Location (<i>City and State</i>)	(2) Year Completed		
	e.	Bryant University, Suite Village Renovations Phases I & II Smithfield, RI, \$6.2 million	Professional Services	Construction (If Applicable)
2006/2007			2006/2007	<input checked="" type="checkbox"/>
	(3) Brief Description (<i>Brief Scope, Size, Cost, Etc.</i>) and Specific Role			
	Over the course of two summer recesses, Dimeo performed renovations to four 4-story residence halls and then five 4-story residence halls. Dimeo performed selective demolition, new walls, new finishes, plumbing and lighting upgrades, duct work cleaning, and flooring throughout the 64 suites, and 80 suites, respectively.			



Section E: Resumes for Key Personnel Proposed for the Contract

12. Name		13. Role In This Contract		14. Years Of Experience	
Paul Rouleau		Superintendent		a. Total	b. With Current Firm
				33	8
15. Firm Name and Location: <i>(City And State)</i>					
Dimeo Construction Company					
16. Education:		17. Professional Registration:		18. Other Professional Qualifications:	
Central Connecticut State University Industrial Technology Construction Estimating Construction Supervision				OSHA 30 Hour; Standard First Aid; Adult CPR	
19. Relevant Projects					
a.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	University of Massachusetts – Amherst Commonwealth Honors Residential Complex \$175 million		Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
			2011	2013	<input checked="" type="checkbox"/>
	(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role				
The LEED Silver project, recently completed in July, is a 1,500 bed residential honors college complex of approximately 500,000 GSF for the UMASS Amherst Campus. The Project consisted of a mix of unit types including approximately 600 beds of singles and doubles and 900 beds in suites and apartments. The project included associated residential common spaces such as floor lounges and laundry facilities to complement the residential experience. In addition the facility's program includes nine (9) classrooms and a large multi-purpose room for Honors College academic use, as well as, approximately 9,000 nsf of the Commonwealth Honors College student support space.					
b.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	William T. Rowe Residential Complex New Haven, CT, \$23.7 million		Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
			2010	2011	<input checked="" type="checkbox"/>
	(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role				
The new William T. Rowe residences consists of nine floors of one and two-bedroom units, with 104 units in total. The project features brick, cast stone window lintels, punch windows, synthetic slate shingles and metal wall panel facade. The ground floor includes a community room, retail and program space, and residential on-site parking.					
c.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	Ocean House - New Hotel & Luxury Residential Suites, Westerly, RI, \$84.5 million		Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
			2007	2010	<input checked="" type="checkbox"/>
	(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role				
This 172,000 sf project involved the rebuilding of a historic hotel which includes 49 suites with 23 added luxury condominiums and underground parking. The hotel hosts a world class spa, indoor lap pool, three seasonal dining venues, state-of-the-art exercise venue and all hotel amenities.					
d.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	Quinnipiac Terrace Residences – Phase I New Haven, CT, \$20.7 million		Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
			2005	2006	<input checked="" type="checkbox"/>
	(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role				
This multi-phased project includes the demolition of 18 existing buildings and the construction of 81 new wood framed residential units (15 buildings).					



	(1) Title and Location (<i>City and State</i>)	(2) Year Completed		
		Professional Services	Construction (<i>If Applicable</i>)	Project with Current Firm
e.	Central Connecticut State University, Student Center Expansion & Renovation, New Britain, CT, \$12 million	2003	2004	
		(3) Brief Description (<i>Brief Scope, Size, Cost, Etc.</i>) and Specific Role		
	Supervised crews and subcontractors, worked closely with owner, design team and State officials. Design featured a multi-story circular tower clad in copper. Project was completed with minimal disruption to campus activities. The project involved a 35,000 sf addition and renovations to 85,000 sf of space.			



Section E: Resumes for Key Personnel Proposed for the Contract

12. Name		13. Role In This Contract		14. Years Of Experience	
Pete Eskelund		Senior Estimator/Planner		a. Total	b. With Current Firm
				45	25
15. Firm Name and Location: <i>(City And State)</i>					
Dimeo Construction Company					
16. Education:		17. Professional Registration:		18. Other Professional Qualifications:	
Roger Williams University BS, Civil and Construction Engineering Boston Architectural Center Continuing Education					
19. Relevant Projects					
a.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	University of New Haven, New Soundview Residence Hall West Haven, CT, \$33.1 million*		Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
			2008	2009	<input checked="" type="checkbox"/>
(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role					
The University of New Haven, a private institution that enrolls approximately 4,400 students, awarded Dimeo the construction of their new residence hall on their campus in West Haven, CT. The new residence hall houses 403 students in apartment style residences. The building also includes amenity spaces such as lounges and a laundry room. Dimeo's scope involved site work including plazas, access drives, walks, site utilities and parking. The project received LEED Gold certification and the facility includes recycling centers.					
b.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	University of Massachusetts – Amherst Commonwealth Honors Residential Complex \$175 million		Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
			2011	2013	<input checked="" type="checkbox"/>
(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role					
The LEED Silver project, recently completed in July, is a 1,500 bed residential honors college complex of approximately 500,000 GSF for the UMASS Amherst Campus. The Project consisted of a mix of unit types including approximately 600 beds of singles and doubles and 900 beds in suites and apartments. The project included associated residential common spaces such as floor lounges and laundry facilities to complement the residential experience. In addition the facility's program includes nine (9) classrooms and a large multi-purpose room for Honors College academic use, as well as, approximately 9,000 nsf of the Commonwealth Honors College student support space.					
c.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	Yale University, Renovation to Swartwout & Street Hall New Haven, CT, \$Confidential		Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
			2009	2011	<input checked="" type="checkbox"/>
(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role					
Dimeo is renovating and building additional gallery space appropriately configured for permanent collections, including the restoration of original galleries of Street Hall and a rooftop addition to Swartwout, as well as consolidated temporary exhibition galleries, object-study gallery, classrooms, public education areas offices for educational department, additional collection storage and support areas, and new mechanical system required to control humidity.					
d.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	Salem State College New Residence Hall at the Central Campus \$31 million		Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
			2003	2004	<input checked="" type="checkbox"/>
(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role					
This residence hall on Salem State College's Central Campus consists of a 4-story, 3-wing, steel framed structure of approximately 146,000 sf. There are a total of 460 student beds, encompassing 83 total living units. The majority of					



the units are 6 person suites that include two 2-person bedrooms, and two 1-person bedrooms. All suites are equipped with 2 full baths, a living room and complete kitchen. Other units consist of the residence director's apartment, graduate student studio apartments and faculty apartments. Common areas include study lounges on each floor, a seminar/conference area with "smart room" technology, a fitness center, laundry area and main lobby. The exterior masonry façade is accented by architectural precast.

	(1) Title and Location (<i>City and State</i>)	(2) Year Completed		
	e.	University of Massachusetts, North Residential Area Amherst, MA, \$88.3 million	Professional Services	Construction (If Applicable)
2005			2006	<input checked="" type="checkbox"/>
(3) Brief Description (<i>Brief Scope, Size, Cost, Etc.</i>) and Specific Role				
Dimeo completed building 313,680 sf of new student residences consisting of four buildings, each with five floors. The buildings are block and plank construction with brick and curtainwall façade. The typical floor layout consists of 12 suites with four single-occupant bedrooms in each suite. This was a fast track project completed in just 12 months.				



Section E: Resumes for Key Personnel Proposed for the Contract

12. Name		13. Role In This Contract		14. Years Of Experience		
Michael P. Babbitt		MEP Estimator/Coordinator		a. Total	b. With Current Firm	
				29	8	
15. Firm Name and Location: (City And State)						
Dimeo Construction Company						
16. Education:		17. Professional Registration:		18. Other Professional Qualifications:		
Cranston East Vocational Apprenticeship Program		Master Plumber's License, RI #mp01977 Master Mechanical License, RI #6602 Journeyman Fire Protection, RI #FPJ Forklift/construction, R #11674 Journeyman Pipefitter, MA #361		OSHA Certification		
19. Relevant Projects						
a.	(1) Title and Location (City and State)			(2) Year Completed		
	University of New Haven, New Soundview Residence Hall West Haven, CT, \$33.1 million*			Professional Services	Construction (If Applicable)	Project with Current Firm
				2008	2009	<input checked="" type="checkbox"/>
(3) Brief Description (Brief Scope, Size, Cost, Etc.) and Specific Role						
The University of New Haven, a private institution that enrolls approximately 4,400 students, awarded Dimeo the construction of their new residence hall on their campus in West Haven, CT. The new residence hall houses 403 students in apartment style residences. The building also includes amenity spaces such as lounges and a laundry room. Dimeo's scope involved site work including plazas, access drives, walks, site utilities and parking. The project received LEED Gold certification and the facility includes recycling centers.						
b.	(1) Title and Location (City and State)			(2) Year Completed		
	Bryant University, New Residence Hall, Smithfield, RI, \$17.5 million			Professional Services	Construction (If Applicable)	Project with Current Firm
				2006	2007	<input checked="" type="checkbox"/>
(3) Brief Description (Brief Scope, Size, Cost, Etc.) and Specific Role						
The project consisted of a new 5 story residence hall with approximately 200 beds. The building is masonry block and plank construction with a brick veneer complemented by architectural precast. The cafeteria is supported by a small kitchen, and there is a meeting room, which consists of an open space supported by structural steel. Typical room finishes include standard carpet, paint on drywall and block, and limited ACT - most areas have exposed plank ceilings. The first floor has mill work paneling in the cafeteria and meeting room.						
c.	(1) Title and Location (City and State)			(2) Year Completed		
	Gateway Community College, New Construction to Consolidate College, New Haven, CT, \$158 million*			Professional Services	Construction (If Applicable)	Project with Current Firm
				2009	2012	<input checked="" type="checkbox"/>
(3) Brief Description (Brief Scope, Size, Cost, Etc.) and Specific Role						
The Gateway Community College project consolidated many of the programs previously housed on the Long Wharf and New Haven Campuses at a new location in downtown New Haven. The project included two structures being built on two city blocks at a major entrance to the city, connected by a bridge over George Street. The new four-story, 570,000 sf building, includes 90 general purpose classrooms, 22 computer labs, library, cafeteria, bookstore, culinary arts center, art gallery, Allied Health Department and administrative offices. In addition, Dimeo constructed a new 600 car pre-cast garage. The project was recently awarded LEED Gold certification.						
d.	(1) Title and Location (City and State)			(2) Year Completed		
	University of Massachusetts – Amherst Commonwealth Honors Residential Complex \$175 million			Professional Services	Construction (If Applicable)	Project with Current Firm
				2011	2013	<input checked="" type="checkbox"/>
(3) Brief Description (Brief Scope, Size, Cost, Etc.) and Specific Role						
The LEED Silver project, recently completed in July, is a 1,500 bed residential honors college complex of approximately 500,000 GSF for the UMASS Amherst Campus. The Project consisted of a mix of unit types including						



approximately 600 beds of singles and doubles and 900 beds in suites and apartments. The project included associated residential common spaces such as floor lounges and laundry facilities to complement the residential experience. In addition the facility's program includes nine (9) classrooms and a large multi-purpose room for Honors College academic use, as well as, approximately 9,000 nsf of the Commonwealth Honors College student support space.

	(1) Title and Location (<i>City and State</i>)	(2) Year Completed		
	e.	University of Massachusetts, North Residential Area Amherst, MA, \$88.3 million	Professional Services	Construction (<i>If Applicable</i>)
2005			2006	<input checked="" type="checkbox"/>
(3) Brief Description (<i>Brief Scope, Size, Cost, Etc.</i>) and Specific Role				
Dimeo completed building 313,680 sf of new student residences consisting of four buildings, each with five floors. The buildings are block and plank construction with brick and curtainwall façade. The typical floor layout consists of 12 suites with four single-occupant bedrooms in each suite. This was a fast track project completed in just 12 months.				



Section E: Resumes for Key Personnel Proposed for the Contract

12. Name		13. Role In This Contract		14. Years Of Experience		
Raymond Patnaude		Electrical Estimator/Coordinator		a. Total	b. With Current Firm	
				46	12	
15. Firm Name and Location: <i>(City And State)</i>						
Dimeo Construction Company						
16. Education:		17. Professional Registration:		18. Other Professional Qualifications:		
Dean Junior College Computer Sciences Courses		Master Electrical License Journeyman Electrical License		BICSI Training Data - Telecommunications Panduit Certified OSHA Training, Confined Space		
19. Relevant Projects						
a.	(1) Title and Location <i>(City and State)</i>			(2) Year Completed		
	University of New Haven, New Soundview Residence Hall West Haven, CT, \$33.1 million*			Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
				2008	2009	<input checked="" type="checkbox"/>
	(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role					
The University of New Haven, a private institution that enrolls approximately 4,400 students, awarded Dimeo the construction of their new residence hall on their campus in West Haven, CT. The new residence hall houses 403 students in apartment style residences. The building also includes amenity spaces such as lounges and a laundry room. Dimeo's scope involved site work including plazas, access drives, walks, site utilities and parking. The project received LEED Gold certification and the facility includes recycling centers.						
b.	(1) Title and Location <i>(City and State)</i>			(2) Year Completed		
	University of Massachusetts North Residential Area Amherst, MA, \$88.3 million			Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
				2005	2006	<input checked="" type="checkbox"/>
	(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role					
Dimeo completed building 313,680 sf of new student residences consisting of four buildings, each with five floors. The buildings are block and plank construction with brick and curtainwall façade. The typical floor layout consists of 12 suites with four single-occupant bedrooms in each suite. This was a fast track project completed in just 12 months.						
c.	(1) Title and Location <i>(City and State)</i>			(2) Year Completed		
	Salem State College New Residence Hall at the Central Campus \$31 million			Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
				2003	2004	<input checked="" type="checkbox"/>
	(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role					
This residence hall on Salem State College's Central Campus consists of a 4-story, 3-wing, steel framed structure of approximately 146,000 sf. There are a total of 460 student beds, encompassing 83 total living units. The majority of the units are 6 person suites that include two 2-person bedrooms, and two 1-person bedrooms. All suites are equipped with 2 full baths, a living room and complete kitchen. Other units consist of the residence director's apartment, graduate student studio apartments and faculty apartments. Common areas include study lounges on each floor, a seminar/conference area with "smart room" technology, a fitness center, laundry area and main lobby. The exterior masonry façade is accented by architectural precast.						
d.	(1) Title and Location <i>(City and State)</i>			(2) Year Completed		
	University of Massachusetts – Amherst Commonwealth Honors Residential Complex \$175 million			Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
				2011	2013	<input checked="" type="checkbox"/>
	(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role					
The LEED Silver project, recently completed in July, is a 1,500 bed residential honors college complex of approximately 500,000 GSF for the UMASS Amherst Campus. The Project consisted of a mix of unit types including						



approximately 600 beds of singles and doubles and 900 beds in suites and apartments. The project included associated residential common spaces such as floor lounges and laundry facilities to complement the residential experience. In addition the facility's program includes nine (9) classrooms and a large multi-purpose room for Honors College academic use, as well as, approximately 9,000 nsf of the Commonwealth Honors College student support space.

	(1) Title and Location (<i>City and State</i>)	(2) Year Completed		
	e.	Quinnipiac University, TD Banknorth Sports Center Hamden, CT, \$54.7 million	Professional Services	Construction (If Applicable)
2005			2007	<input checked="" type="checkbox"/>
	(3) Brief Description (<i>Brief Scope, Size, Cost, Etc.</i>) and Specific Role			
	The TD Banknorth Sports Center at Quinnipiac University is a 191,800 sf facility which contains a 3,710 seat basketball arena and a 3,247 seat hockey arena, joined by a common lobby area for concession stands and ticket sales. The center includes offices, locker rooms, club and premium seating, conference and meeting rooms, storage and weight-training facilities.			



Section E: Resumes for Key Personnel Proposed for the Contract

12. Name		13. Role In This Contract		14. Years Of Experience	
Elizabeth Coté, LEED GA		Scheduling Manager		a. Total	b. With Current Firm
				31	16
15. Firm Name and Location: <i>(City And State)</i>					
Dimeo Construction Company					
16. Education:		17. Professional Registration:		18. Other Professional Qualifications:	
URI – BS Mechanical Engineering		LEED Accredited			
19. Relevant Projects					
a.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	University of New Haven, New Soundview Residence Hall West Haven, CT, \$33.1 million*		Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
			2008	2009	<input checked="" type="checkbox"/>
(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role					
The University of New Haven, a private institution that enrolls approximately 4,400 students, awarded Dimeo the construction of their new residence hall on their campus in West Haven, CT. The new residence hall houses 403 students in apartment style residences. The building also includes amenity spaces such as lounges and a laundry room. Dimeo's scope involved site work including plazas, access drives, walks, site utilities and parking. The project received LEED Gold certification and the facility includes recycling centers.					
b.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	Gateway Community College, New Construction to Consolidate College, New Haven, CT, \$158 million*		Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
			2009	2012	<input checked="" type="checkbox"/>
(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role					
The Gateway Community College project consolidated many of the programs previously housed on the Long Wharf and New Haven Campuses at a new location in downtown New Haven. The project included two structures being built on two city blocks at a major entrance to the city, connected by a bridge over George Street. The new four-story, 570,000 sf building, includes 90 general purpose classrooms, 22 computer labs, library, cafeteria, bookstore, culinary arts center, art gallery, Allied Health Department and administrative offices. In addition, Dimeo constructed a new 600 car pre-cast garage. The project was recently awarded LEED Gold certification.					
c.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	Bryant University, New Residence Hall, Smithfield, RI, \$17.5 million		Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
			2006	2007	<input checked="" type="checkbox"/>
(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role					
The project consisted of a new 5 story residence hall with approximately 200 beds. The building is masonry block and plank construction with a brick veneer complemented by architectural precast. The cafeteria is supported by a small kitchen, and there is a meeting room, which consists of an open space supported by structural steel. Typical room finishes include standard carpet, paint on drywall and block, and limited ACT - most areas have exposed plank ceilings. The first floor has mill work paneling in the cafeteria and meeting room.					
d.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	University of Massachusetts – Amherst Commonwealth Honors Residential Complex \$175 million		Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
			2011	2013	<input checked="" type="checkbox"/>
(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role					
The LEED Silver project, recently completed in July, is a 1,500 bed residential honors college complex of approximately 500,000 GSF for the UMASS Amherst Campus. The Project consisted of a mix of unit types including approximately 600 beds of singles and doubles and 900 beds in suites and apartments. The project included associated residential common spaces such as floor lounges and laundry facilities to complement the residential experience. In addition the facility's program includes nine (9) classrooms and a large multi-purpose room for Honors College academic use, as well as, approximately 9,000 nsf of the Commonwealth Honors College student support space.					



	(1) Title and Location (<i>City and State</i>)	(2) Year Completed		
	e.	University of Massachusetts, North Residential Area Amherst, MA, \$88.3 million	Professional Services	Construction (<i>If Applicable</i>)
2005			2006	<input checked="" type="checkbox"/>
(3) Brief Description (<i>Brief Scope, Size, Cost, Etc.</i>) and Specific Role				
Dimeo completed building 313,680 sf of new student residences consisting of four buildings, each with five floors. The buildings are block and plank construction with brick and curtainwall façade. The typical floor layout consists of 12 suites with four single-occupant bedrooms in each suite. This was a fast track project completed in just 12 months.				



Section E: Resumes for Key Personnel Proposed for the Contract

12. Name		13. Role In This Contract		14. Years Of Experience	
Ryan Broadbin		Asst. Project Manager		a. Total	b. With Current Firm
				7	7
15. Firm Name and Location: <i>(City And State)</i>					
Dimeo Construction Company					
16. Education:		17. Professional Registration:		18. Other Professional Qualifications:	
Roger Williams University – BS Construction Management					
19. Relevant Projects					
a.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	University of New Haven, New Soundview Residence Hall West Haven, CT, \$33.1 million*		Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
			2008	2009	<input checked="" type="checkbox"/>
(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role					
The University of New Haven, a private institution that enrolls approximately 4,400 students, awarded Dimeo the construction of their new residence hall on their campus in West Haven, CT. The new residence hall houses 403 students in apartment style residences. The building also includes amenity spaces such as lounges and a laundry room. Dimeo's scope involved site work including plazas, access drives, walks, site utilities and parking. The project received LEED Gold certification and the facility includes recycling centers.					
b.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	Gateway Community College, New Construction to Consolidate College, New Haven, CT, \$158 million*		Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
			2009	2012	<input checked="" type="checkbox"/>
(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role					
The Gateway Community College project consolidated many of the programs previously housed on the Long Wharf and New Haven Campuses at a new location in downtown New Haven. The project included two structures being built on two city blocks at a major entrance to the city, connected by a bridge over George Street. The new four-story, 570,000 sf building, includes 90 general purpose classrooms, 22 computer labs, library, cafeteria, bookstore, culinary arts center, art gallery, Allied Health Department and administrative offices. In addition, Dimeo constructed a new 600 car pre-cast garage. The project was recently awarded LEED Gold certification.					
c.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	Quinnipiac University, TD Banknorth Sports Center Hamden, CT, \$54.7 million		Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
			2005	2007	<input checked="" type="checkbox"/>
(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role					
The TD Banknorth Sports Center at Quinnipiac University is a 191,800 sf facility which contains a 3,710 seat basketball arena and a 3,247 seat hockey arena, joined by a common lobby area for concession stands and ticket sales. The center includes offices, locker rooms, club and premium seating, conference and meeting rooms, storage and weight-training facilities.					



Section E: Resumes for Key Personnel Proposed for the Contract					
12. Name		13. Role In This Contract		14. Years Of Experience	
Martin Abt, LEED AP		MEP/Area Superintendent		a. Total	b. With Current Firm
				30	6
15. Firm Name and Location: (City And State)					
Dimeo Construction Company					
16. Education:		17. Professional Registration:		18. Other Professional Qualifications:	
Canton Agricultural & Technical College, AS, Electrical Technology				LEED Accredited	
19. Relevant Projects					
a.	(1) Title and Location (City and State)		(2) Year Completed		
	Gateway Community College, New Construction to Consolidate College, New Haven, CT, \$158 million*		Professional Services	Construction (If Applicable)	Project with Current Firm
			2009	2012	<input checked="" type="checkbox"/>
	(3) Brief Description (Brief Scope, Size, Cost, Etc.) and Specific Role				
The Gateway Community College project consolidated many of the programs previously housed on the Long Wharf and New Haven Campuses at a new location in downtown New Haven. The project included two structures being built on two city blocks at a major entrance to the city, connected by a bridge over George Street. The new four-story, 570,000 sf building, includes 90 general purpose classrooms, 22 computer labs, library, cafeteria, bookstore, culinary arts center, art gallery, Allied Health Department and administrative offices. In addition, Dimeo constructed a new 600 car pre-cast garage. The project was recently awarded LEED Gold certification.					
b.	(1) Title and Location (City and State)		(2) Year Completed		
	Quinnipiac Terrace Residences – Phase I New Haven, CT, \$9.1 million		Professional Services	Construction (If Applicable)	Project with Current Firm
			2010	2011	<input checked="" type="checkbox"/>
	(3) Brief Description (Brief Scope, Size, Cost, Etc.) and Specific Role				
The final phase of this multi-phased project included the construction of 33 new wood framed residential units.					
c.	(1) Title and Location (City and State)		(2) Year Completed		
	Fall River Justice Center Fall River, MA, \$64 million		Professional Services	Construction (If Applicable)	Project with Current Firm
			2007	2010	<input checked="" type="checkbox"/>
	(3) Brief Description (Brief Scope, Size, Cost, Etc.) and Specific Role				
The new 150,000 sf, 5 story trial court combines the operations of the Fall River Superior and District Courts. The new facility houses eight courtrooms, associated holding facilities, administrative areas and a law library. The building achieved LEED Gold certification from the U.S. Green Building Council.					



Section G: Key Personnel Participation in Example Projects

26. Names Of Key Personnel (From Section E, Block 12)	27. Role In This Contract (From Section E, Block 13)	28. Examples Listed In Section F (Fill in "Example Projects Key" section below completing before table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Dimeo Construction Company											
Stephen Rutledge	Principal-in-Charge					x	x	x	x	x	x
Christopher Romano	Project Executive						x	x	x	x	x
Scott Eaton, LEED AP	Project Manager							x	x		x
Ryan Broadbin	Asst. Project Manager						x				x
Paul Rouleau	Superintendent					x					
Martin Abt, LEED AP	MEP/Area Superintendent										x
Pete Eskelund	Estimator					x					
Michael Babbitt	MEP Estimator/Coordinator					x	x		X	x	x
Ray Patnaude	Electrical Estimator/Coordinator					x	x	x		x	x
Elizabeth Coté	Scheduling Manager					x	x	x		x	x
The S/L/A/M Collaborative											
Robert Pulito, AIA	Principal-in-Charge	x	x	x							
Kevin Herrick, AIA	Project Manager	x		x	x						
Rick Herzer, AIA	Design Architect	x		x							
Neil Martin, AIA	Design Architect										
Ray Weaver	Project Architect		x	x	x						
Mary Jo Olenick, AIA	Residential Life Programmer/Planner			x	x	x				x	
Gregg Bergmiller, LEED AP	LEED Specialist/ High Performance Designer	x		x	x						
Kyle Slocum, ASLA	Landscape Architect	x		x	x						
Donald Crowe, Jr., AIA	Licensed Building Inspector/Code Reviewer/ Quality Control & Assurance	x	x								
Tracy Herzer, IIDA	Interior Designer	x	x	x							
Len Rozovsky, PE	Structural Engineer	x			x	x					
Robert Palaia, AIA	Certified Construction Specifier	x									
Vanderweil Engineers											
Alex Vanderweil, PE, LEED AP	Principal-in-Charge			x							
John Saad, LEED AP, HFDP	Design Principal			x					x		
Doug Knapp, PE, LEED AP	Lead HVAC Engineer			x							
Paul Konz, PE, LEED AP	Lead Electrical Engineer			x							
Seth Johnson, PE, LEED AP	Lead Plumbing Engineer			x							
Demetri Tsatsarones, PE	Lead Fire Protection Engineer			x					x		
ARUP											
Mark Walsh-Cooke	Energy Consultant										
Julian Astbury	Energy Consultant										
Milone & MacBroom											
Michael J. Joyce, P.E.	Traffic Engineering										
Robert A. Jackson, L.S.	Survey										
Thomas J. Daly, P.E.	Site/Civil Engineering										
29. Example Projects Key											
No.	Title of Example Project (From Section F)	No.	Title of Example Project (From Section F)								
1	Southern Connecticut State University New Residence Hall & Parking Garage	6	University of New Haven New Residence Hall								
2	University of Connecticut South Campus Dormitory	7	Bryant University New Residence Hall								



3	University of Rhode Island New Student Housing	8	Providence College Suites Residence Hall
4	Mount Holyoke College New Residence Hall	9	Providence College Ruane Center for the Humanities
5	UMASS Amherst Commonwealth Honors Residential College	10	Gateway Community College New Campus

PAGES 23 AND 24 OF CT 330 PART I DO NOT EXIST.



Section E: Resumes for Key Personnel Proposed for the Contract

12. Name	13. Role In This Contract	14. Years Of Experience	
Robert F. Pulito, AIA	Principal-in-Charge	a. Total	b. With Current Firm
		36	24

15. Firm Name and Location: *(City And State)*
The S/L/A/M Collaborative, Inc., Glastonbury, CT

16. Education:	17. Professional Registration:	18. Other Professional Qualifications:
B. Architecture and B.S. Business -Syracuse University	<p>Connecticut – Architecture # 8906</p> <p>Connecticut – Interior Design # 1064</p> <p>CA, GA, IA, IL, MA, MD, MI, MN, NY, TN - Architecture NCARB Certified</p>	<p>Mr. Pulito is President of The S/L/A/M Collaborative</p> <p>Memberships: American Institute of Architects; Society for College and University Planning; International Facility Management Association; International Society for Pharmaceutical Engineering</p> <p>Presentations: Tradeline Academic Medical and Health Science Centers, November 2012: "Accommodating the Diverse Collaborations Required for Today's Medical Research", SUNY APPA, July 2012: "Kapoor Hall: Reinvisioning a Campus 50's Modern Bar Building- A Detailed case Study", Tradeline Inc. Lean Facility Lifecycle Conference, March 2012: "Pfizer's Dynamic New Work Environment After a Year's Worth of Operating Data and Finding", IFMA Facility Fusion Conference, March 2011: "Workplace Transformation through Consolidation: A Pfizer Case Study", Tradeline Academic Medical & Health Science Centers, November 2010: "Two Competing Collaborative Learning Models - Which is the Most Productive and Efficient?", SCUP 45 National Conference, July 2010: "Integration of Healthcare Education Across Disciplines and Departments", IFMA Facility Fusion Annual Conference, April, 2010 "Strategic Programming and Design: How to Align Capital Plans with Business Goals", Labs 21, March 2007: "Optimizing Project Outcomes in Pre-design Using Life Cycle Analysis", Tradeline Research Building Conference, May 2006: "The Future is Here: How Escalating Energy Costs are Transforming Your Research", SCUP 40 National Conference, July 2005: "Co-locating Clinical & Research Functions"</p>

19. Relevant Projects

	(1) Title and Location <i>(City and State)</i>	(2) Year Completed		
		Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
a.	CT DCS (formerly DPW): Southern Connecticut State University, New Residence Hall & Parking Garage, New Haven, CT - (Design Build)	2004	2004	<input checked="" type="checkbox"/>
	(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role			
	Principal-in-Charge for a new 5-story residence hall to house 313 students and 16 staff members utilizing a combination of four-person "living suites," double-occupancy single rooms, and Resident Assistant suites. The project also includes a remote 450-space precast parking structure. Construction cost: \$26.9M.			



Robert F. Pulito, AIA – The S/L/A/M Collaborative - Continued				
b.	(1) Title and Location (City and State)	(2) Year Completed		
		CT DCS (formerly DPW): University of Connecticut, South Campus Dormitories & Dining Facility Storrs, CT	Professional Services 1998	Construction (If Applicable) 1998
(3) Brief Description (Brief Scope, Size, Cost, Etc.) and Specific Role				
Project Manager for design of a new complex of three dormitory buildings and a 700-seat dining facility. Includes conference facilities, meeting and distance learning rooms, and a banquet facility. As a focal point for the dormitories, exterior student assembly and recreation areas are also provided. Construction cost: \$36M.				
c.	(1) Title and Location (City and State)	(2) Year Completed		
		University of Rhode Island, Student Housing Kingston, RI	Professional Services 2007	Construction (If Applicable) 2007
(3) Brief Description (Brief Scope, Size, Cost, Etc.) and Specific Role				
Principal-in-Charge for new 800-bed student housing complex featuring combination of suites and apartments; unique star-shaped plan minimizes corridors and reduces total gross square footage. Construction cost: \$61.6M.				
d.	(1) Title and Location (City and State)	(2) Year Completed		
		CT DCS (formerly DPW): Eastern Connecticut State University, New Science and Classroom Building, Willimantic, CT	Professional Services 2008	Construction (If Applicable) 2008
(3) Brief Description (Brief Scope, Size, Cost, Etc.) and Specific Role				
Principal-in-Charge for a new, 178,000-SF facility to house Biology, Environmental Earth Sciences, Physical Sciences, Math, Computer Sciences and Sustainable Energy Studies as well as facilities for health science in a flexible, adaptable, state-of-the-art environment. Project registered for LEED Silver Certification. Construction cost: \$48.3M.				
e.	(1) Title and Location (City and State)	(2) Year Completed		
		The Miriam Hospital, Victor & Gussie Baxt Building, Providence, RI	Professional Services 2007	Construction (If Applicable) 2007
(3) Brief Description (Brief Scope, Size, Cost, Etc.) and Specific Role				
Principal for a 174,000-SF new clinical addition for Surgery, High Acuity Nursing Beds (36 new private patient rooms, 10 new operating rooms, and a new PACU unit (25 beds)), CSS, Administration, Food Court, and a diagnostic imaging and conference center. Construction cost: \$55M				



Section E: Resumes for Key Personnel Proposed for the Contract

12. Name Kevin S. Herrick, AIA		13. Role In This Contract Project Manager		14. Years Of Experience	
				a. Total 24	b. With Current Firm 22
15. Firm Name and Location: <i>(City And State)</i> The S/L/A/M Collaborative, Inc., Glastonbury, CT					
16. Education:		17. Professional Registration:		18. Other Professional Qualifications:	
B. Architecture, Roger Williams University		Connecticut – Architecture # 11574 Maryland - Architecture NCARB Certified		Mr. Herrick is a Principal in the Firm. Awards: 2010 AIA Columbus Honor Award: University of Pittsburgh, School of Engineering, 2009 AIA/BSA Citation, 2007 AIA/CT Design Award: University of Hartford Art School, 2006 AIA/CT Honor Award: Samuel Staples Elementary School Presentations: TRESPA Design Center, November 2011: "Cutting-Edge Campuses, Trends Shaping University Architecture and Planning."	
19. Relevant Projects					
a.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	Massachusetts Institute of Technology, Graduate Student Housing, Cambridge, MA		Professional Services 2001	Construction <i>(If Applicable)</i> 2001	Project with Current Firm <input checked="" type="checkbox"/>
	(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role Project Manager for conversion of an early twentieth-century mill building to efficiency apartment-style housing for first-year graduate students. The renovated building serves as a summer conference hotel for executive and academic programs. First-floor common areas include meeting, dining and study spaces that surround an entrance lobby. Construction cost: \$18M.				
b.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	Suffield Academy, Dormitories Suffield, CT		Professional Services 1997	Construction <i>(If Applicable)</i> 1998	Project with Current Firm <input checked="" type="checkbox"/>
	(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role Project Manager for the design build of five new dormitories on the west side of the campus. Each dormitory houses 20 students for a total of 100 of the school's 329 students, 220 of which reside on campus. Construction Cost: \$5M				
c.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	CT DCS (formerly DPW): Southern Connecticut State University, New Residence Hall & Parking Garage New Haven, CT - (Design Build)		Professional Services 2004	Construction <i>(If Applicable)</i> 2004	Project with Current Firm <input checked="" type="checkbox"/>
	(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role Studio Leader for new 120,276-GSF, 5-story residence hall to house 313 students and 16 staff members; includes 450-space precast parking structure. Project received LEED Certification. Construction cost: \$26.9M.				
d.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	University of Rhode Island, Student Housing Kingston, RI		Professional Services 2007	Construction <i>(If Applicable)</i> 2007	Project with Current Firm <input checked="" type="checkbox"/>
	(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role Studio Leader for new 800-bed student housing complex featuring combination of suites and apartments; unique star-shaped plan minimizes corridors and reduces total gross square footage. Construction cost: \$61.6M.				



Kevin S. Herrick, AIA – The S/L/A/M Collaborative - Continued

(1) Title and Location (<i>City and State</i>)		(2) Year Completed		
e. Mount Holyoke College, Residence Hall South Hadley, MA	Professional Services	Construction (<i>If Applicable</i>)	Project with Current Firm	
	2008	2008	<input checked="" type="checkbox"/>	
(3) Brief Description (<i>Brief Scope, Size, Cost, Etc.</i>) and Specific Role				
Studio Leader for new 75,000-SF residence hall with 175 beds; groups of 30-40 bed cluster each contain a range of room types from traditional doubles/singles to suites; project achieved LEED Gold rating. Construction cost \$24M.				



Section E: Resumes for Key Personnel Proposed for the Contract

12. Name Richard P. Herzer, Jr., AIA, LEED AP		13. Role In This Contract Design Architect		14. Years Of Experience	
				a. Total 32	b. With Current Firm 25
15. Firm Name and Location: <i>(City And State)</i> The S/L/A/M Collaborative, Inc., Glastonbury, CT					
16. Education:		17. Professional Registration:		18. Other Professional Qualifications:	
B. Architecture – Cornell University		Connecticut – Architecture # 7167 MD, NY – Architecture NCARB Certified		Mr. Herzer is a Principal in the Firm Memberships: American Institute of Archt United States Green Building Council LEED Professional (Leadership in Energy and Environmental	
19. Relevant Projects					
a.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	CT DCS (formerly DPW): Southern Connecticut State University, New Residence Hall & Parking Garage New Haven, CT (Design Build)		Professional Services 2004	Construction <i>(If Applicable)</i> 2004	Project with Current Firm <input checked="" type="checkbox"/>
	(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role Design Architect for new 120,276-GSF, 5-story residence hall to house 313 students and 16 staff members utilizing a combination of four-person "living suites," double-occupancy single rooms, and Resident Assistant suites; includes 450-space precast parking structure. Project received LEED Certification. Construction cost: \$26.9M.				
b.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	University of Rhode Island, New Student Housing Kingston, RI		Professional Services 2007	Construction <i>(If Applicable)</i> 2007	Project with Current Firm <input checked="" type="checkbox"/>
	(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role Design Architect for a series of new buildings to expand on-campus housing capabilities. Project consists of three 250- to 300-Bed buildings featuring a combination of suites and apartments. Awarded LEED Certification. Construction cost: \$61.6M.				
c.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	CT DCS (formerly DPW): University of Connecticut, Avery Point Campus Groton, CT		Professional Services 2001	Construction <i>(If Applicable)</i> 2001	Project with Current Firm <input checked="" type="checkbox"/>
	(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role Design Architect for design of expansion to a 72-acre university campus located on a former estate at the mouth of the Thames River. The new facilities on the site include a 140,000-GSF marine science research laboratory, a 22,000-GSF Project Oceanology field station/hostel and an 11,000-GSF central plant that provides utilities to the entire campus. Construction cost: \$45.5 M.				
d.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	Cornell University, Martha Van Rensselaer Hall and East Wing Renovation Ithaca, NY		Professional Services Ongoing	Construction <i>(If Applicable)</i> Ongoing	Project with Current Firm <input checked="" type="checkbox"/>
	(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role Design Architect for comprehensive renovations to 200,000-SF historic home of the College of Human Ecology to bring the 1933 facility to modern standards of operation and provide flexibility for future program changes; the facility will house design studios, nutrition labs, observation rooms, and office/dry lab research space for over 100 social scientists; seeking LEED Gold certification. Construction is taking place in phases. Estimated completion: 2015. Estimated construction cost: \$55M.				



Richard P. Herzer, Jr., AIA, LEED AP – The S/L/A/M Collaborative - Continued

	(1) Title and Location (<i>City and State</i>)	(2) Year Completed		
	e.	State University of New York at Stony Brook – New Graduate and Professional Housing Stony Brook, NY	Professional Services	Construction (If Applicable)
2014 Est.			2014 Est.	<input checked="" type="checkbox"/>
(3) Brief Description (<i>Brief Scope, Size, Cost, Etc.</i>) and Specific Role				
Project Designer for 400-bed New Graduate and Professional Housing project – configured in studios and one- and two-bedroom apartments, designed in compliance with the University’s Master Plan. Each unit will have a full kitchen, including stove, refrigerator, microwave and sink, as well as laundry facilities. Mail distribution facilities utilize rear-accessed mailboxes and are located on the ground floor. 400 parking spaces will be provided to accommodate each resident. Construction Cost: \$ 50 Million.				



Section E: Resumes for Key Personnel Proposed for the Contract

12. Name Neil H. Martin, AIA	13. Role In This Contract Design Architect	14. Years Of Experience	
		a. Total 29	b. With Current Firm 7

15. Firm Name and Location: *(City And State)*
The S/L/A/M Collaborative, Inc., Boston, MA

16. Education:	17. Professional Registration:	18. Other Professional Qualifications:
B. Architecture, Rhode Island School of Design, 1984 B. Fine Arts, Rhode Island School of Design, 1983	MA-Architecture # 7880	<p>Mr. Martin is an Associate Principal of The S/L/A/M Collaborative</p> <p>Memberships: American Institute of Architects (AIA), International Facilities Management Association of America (IFMA)</p> <p>Presentations/Conferences: Build Boston: High Expectations Low Funding; Build Boston: Design in the Public Realm-Building Trust; ERAPPA: Stonehill College Dormitory; Harvard College Library: New Library Design Symposium</p> <p>Design Awards: 1st Place Award: City Hall Plaza Design Competition; 1st Award: Conwed Design Competition, Phillips Exeter Stadium Competition-Finalist; Harvard Business School, Hawes Hall Competition: Commission; Architectural Lighting Award-Harvard College Libraries; First Award-DCAM: Quinsigamond Community College Alden Library; International Architecture Yearbook No 6 John Deaver Drinko Library; AIA CT: Architectural Drawing Award; Alpha Rho Chi Medal: Rhode Island School of Design</p>

19. Relevant Projects

	(1) Title and Location <i>(City and State)</i>	(2) Year Completed		
		Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
a.	Stonehill College – New Residence Hall Easton, MA	2010	2010	<input checked="" type="checkbox"/>
	(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role			
Project Designer for new, 70,000-SF residence hall with suite-style rooms for 252 upperclassmen; includes a large common area for multiple purposes as well as quiet study rooms on each floor and wireless access throughout. Construction Cost: \$ 18,300,000.				
b.	Providence College – Ruane Center for the Humanities Providence, RI	2013	2013	<input checked="" type="checkbox"/>
	(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role			
Project Designer for new 63,000 SF "new academic" home for the Humanities. . Construction Cost: \$ 19,800,000 (Dimeo Construction Company is Construction Manager). The new facility features a 120-seat lecture hall, a 150-seat lecture hall, seminar rooms, office spaces, faculty lounge areas, two 50-60 seat classrooms, and a "great room" with outdoor attached patio area. Construction Cost: \$ 19,800,000 (Dimeo Construction Company is Construction Manager).				



Neil H. Martin, AIA – The S/L/A/M Collaborative - Continued

Neil H. Martin, AIA – The S/L/A/M Collaborative - Continued				
c.	(1) Title and Location (City and State)	(2) Year Completed		
		Duke University: School of Medicine Learning Center and Mudd Library, Durham, NC	Professional Services	Construction (If Applicable)
		2012	2012	<input checked="" type="checkbox"/>
	(3) Brief Description (Brief Scope, Size, Cost, Etc.) and Specific Role			
	Interior Architect for new 115,000-SF Learning Center housing facilities for teaching, research, administrative and social activities; notable features include a large gathering space capable of accommodating 400 people as well as OR, ICU, clinical skills, and procedural simulation labs. LEED Silver. Construction Cost: \$ 32.9 Million.			
d.	(1) Title and Location (City and State)	(2) Year Completed		
	Old Dominion University - Engineering Systems Research and Academic Building Norfolk, VA5	Professional Services	Construction (If Applicable)	Project with Current Firm
		2014	2014	<input checked="" type="checkbox"/>
	(3) Brief Description (Brief Scope, Size, Cost, Etc.) and Specific Role			
	New 50,000-GSF facility to house functions of the School of Engineering including research laboratories, researcher offices, the Dynamic Simulation Research Lab, a Class 100 Clean Room, Characterization Labs, Micro-electronic Labs, Bioengineering Labs, Microfluidics Lab, Project Labs, Shops, the Department of Engineering Management and Systems Engineering, and the offices of the Dean. Construction Cost: \$ 24,000,000.			
e.	(1) Title and Location (City and State)	(2) Year Completed		
	State University of New York: University at Buffalo: College of Pharmacy and Pharmaceutical Sciences (Kapoor Hall Rehabilitation), Buffalo, NY	Professional Services	Construction (If Applicable)	Project with Current Firm
		2012	2012	<input checked="" type="checkbox"/>
	(3) Brief Description (Brief Scope, Size, Cost, Etc.) and Specific Role			
	Design Architect for complete gut and renovation of 160,000-SF facility to provide space for the School of Pharmacy and Pharmaceutical Sciences, classrooms, and biotech research. Work also included development of a specialized 13,500 NSF Pharmacy Care Learning Center, spaces for which were driven by curriculum reform and a goal to reduce errors and improve patient safety. Currently completing construction. LEED Gold. Construction Cost: \$ 48.1 Million.			



Section E: Resumes for Key Personnel Proposed for the Contract					
12. Name		13. Role In This Contract		14. Years Of Experience	
Raymond A. Weaver, III		Project Architect		a. Total 25	
				b. With Current Firm 20	
15. Firm Name and Location: (City And State)					
The S/L/A/M Collaborative, Inc., Glastonbury, CT					
16. Education:		17. Professional Registration:		18. Other Professional Qualifications:	
B. Architecture – Roger Williams University					
19. Relevant Projects					
a.	(1) Title and Location (City and State)		(2) Year Completed		
	CT DCS (formerly DPW): University of Connecticut, South Campus Dormitories & Dining Facility Storrs, CT		Professional Services 1998	Construction (If Applicable) 1998	Project with Current Firm <input checked="" type="checkbox"/>
	(3) Brief Description (Brief Scope, Size, Cost, Etc.) and Specific Role				
	Project Architect for design of a new complex of three dormitory buildings and a 700-seat dining facility. Includes conference facilities, meeting and distance learning rooms, and a banquet facility. As a focal point for the dormitories, exterior student assembly and recreation areas are also provided. Construction cost: \$36M.				
b.	(1) Title and Location (City and State)		(2) Year Completed		
	University of Rhode Island, New Student Housing Kingston, RI		Professional Services 2007	Construction (If Applicable) 2007	Project with Current Firm <input checked="" type="checkbox"/>
	(3) Brief Description (Brief Scope, Size, Cost, Etc.) and Specific Role				
	Project Architect for a series of new buildings to expand on-campus housing capabilities. Project consists of three 250- to 300-Bed buildings featuring a combination of suites and apartments. Awarded LEED Certification. Construction cost: \$61.6M.				
c.	(1) Title and Location (City and State)		(2) Year Completed		
	Mount Holyoke College, Residence Hall South Hadley, MA		Professional Services 2008	Construction (If Applicable) 2008	Project with Current Firm <input checked="" type="checkbox"/>
	(3) Brief Description (Brief Scope, Size, Cost, Etc.) and Specific Role				
	Project Manager for new 75,000-SF residence hall with 175 beds; groups of 30-40 bed cluster each contain a range of room types from traditional doubles/singles to suites; project achieved LEED Gold rating. Construction cost \$24M.				
d.	(1) Title and Location (City and State)		(2) Year Completed		
	CT DCS (formerly DPW): Eastern Connecticut State University, New Science and Classroom Building Willimantic, CT		Professional Services 2008	Construction (If Applicable) 2008	Project with Current Firm <input checked="" type="checkbox"/>
	(3) Brief Description (Brief Scope, Size, Cost, Etc.) and Specific Role				
	Project Manager for a new, 178,000-SF facility to house Biology, Environmental Earth Sciences, Physical Sciences, Math, Computer Sciences and Sustainable Energy Studies as well as facilities for health science in a flexible, adaptable, state-of-the-art environment. Project registered for LEED Silver Certification. Construction cost: \$48.3M.				
e.	(1) Title and Location (City and State)		(2) Year Completed		
	Fay School, Village Dormitories Southborough, MA		Professional Services 2009	Construction (If Applicable) 2009	Project with Current Firm <input checked="" type="checkbox"/>
	(3) Brief Description (Brief Scope, Size, Cost, Etc.) and Specific Role				
	Project Manager for 40,000SF dormitories for Grade 6 through 9 boarding students. The dorms are LEED Gold and incorporate many green design features including solar generated hot water; a very cost effective technology for dorms. Construction cost: \$20M				



Section E: Resumes for Key Personnel Proposed for the Contract

<p>12. Name Mary Jo Olenick, AIA</p>	<p>13. Role In This Contract Residential Life Programmer/Planner</p>	<p>14. Years Of Experience</p> <table border="1"> <tr> <td>a. Total</td> <td>b. With Current Firm</td> </tr> <tr> <td align="center">34</td> <td align="center">31</td> </tr> </table>		a. Total	b. With Current Firm	34	31
a. Total	b. With Current Firm						
34	31						
<p>15. Firm Name and Location: <i>(City And State)</i> The S/L/A/M Collaborative, Inc., Glastonbury, CT</p>							
<p>16. Education:</p> <p>B. Architecture and B. A. – Pennsylvania State University</p>	<p>17. Professional Registration:</p> <p>Connecticut – Architecture # 3712 DE, GA, MA, NH, NJ, NY, OH - Architecture NCARB Certified</p>	<p>18. Other Professional Qualifications:</p> <p>Ms. Olenick is a Principal in the Firm and member of its Board of Directors.</p> <p>Memberships: National Association of Women in Construction; Board of Directors, Connecticut Chapter of Professional Women in Construction; Association for the Study of Higher Education; Society of College and University Planning (SCUP) 2012 Conference Planning Committee and Convener, Facilities Planning Academy; Guest Blogger: <i>The Chronicle of Higher Education</i></p> <p>Presentations: SUNY APPA, July 2012: <i>"Kapoor Hall: Reinvisioning a Campus 50's Modern Bar Building- A Detailed Case Study</i>, SCUP North Atlantic Conference, April 2012: <i>"Finding Value and Managing Reinvestment in Obsolete Facilities"</i> (with Pamela Delphenich of MIT); Tradeline – Academic Medical Centers, December 2011: <i>"Collaborative Space: How Can Our Physical Environment Help Trigger Scientific Breakthroughs?"</i>, IFMA Facility Fusion Conference, March 2011: <i>"How Does Your Campus Measure Up? Assessing your campus's ability to accommodate the new learning environments"</i>; Tradeline Academic Medical & Health Science Centers, November 2010: <i>"Two Competing Collaborative Learning Models – Which is the Most Productive and Efficient?"</i>; SCUP 45 National Conference, July 2010: <i>"Integration of Healthcare Education Across Disciplines and Departments"</i>; Association of American Medical Colleges GBA/GIP/GIR 2010 Joint Spring Meeting, May 2010: <i>"Wrapping Our Heads around Space – Is Outcome-Based Design a Way to Move Beyond Stalemate?"</i>; SCUP 43 National Conference, July 2008: <i>"How the Need for Collaboration is Transforming the Culture of Space"</i>; Tradeline Lean Management Models for Facilities Management, April 2008: <i>"A Capital Planning Process that Optimizes Total Cost of Ownership Results"</i></p>					

Mary Jo Olenick, AIA – The S/L/A/M Collaborative, Inc. - Continued

19. Relevant Projects

	(1) Title and Location (<i>City and State</i>)	(2) Year Completed		
	a.	University of Rhode Island, Student Housing Kingston, RI	Professional Services	Construction (If Applicable)
		2007	2007	<input checked="" type="checkbox"/>
	(3) Brief Description (<i>Brief Scope, Size, Cost, Etc.</i>) and Specific Role			
	Programmer/Planner for new 800-bed student housing complex featuring combination of suites and apartments; unique star-shaped plan minimizes corridors and reduces total gross square footage. Construction cost: \$61.6M.			
	(1) Title and Location (<i>City and State</i>)	(2) Year Completed		
	Mount Holyoke College, Residence Hall South Hadley, MA	Professional Services	Construction (If Applicable)	Project with Current Firm
b.		2008	2008	<input checked="" type="checkbox"/>
	(3) Brief Description (<i>Brief Scope, Size, Cost, Etc.</i>) and Specific Role			
	Programmer/Planner for new 75,000-SF residence hall with 175 beds; groups of 30-40 bed cluster each contain a range of room types from traditional doubles/singles to suites; project achieved LEED Gold rating. Construction cost \$24M.			
	(1) Title and Location (<i>City and State</i>)	(2) Year Completed		
	Vassar College, Housing Master Plan & Phased Renovations Poughkeepsie, NY	Professional Services	Construction (If Applicable)	Project with Current Firm
c.		Ongoing	Ongoing	<input checked="" type="checkbox"/>
	(3) Brief Description (<i>Brief Scope, Size, Cost, Etc.</i>) and Specific Role			
	Programmer/Planner for renovations to five residential houses, with construction proceeding in phases over a six-year period. Estimated completion: 2011. Estimated construction cost: \$49M.			
	(1) Title and Location (<i>City and State</i>)	(2) Year Completed		
	State University of New York at Albany, New Student Housing Study Albany, NY	Professional Services	Construction (If Applicable)	Project with Current Firm
d.		2008	N/A	<input checked="" type="checkbox"/>
	(3) Brief Description (<i>Brief Scope, Size, Cost, Etc.</i>) and Specific Role			
	Programmer/Planner for feasibility study and options analysis for up to 1,000 new beds of student housing on several different sites, including comprehensive review and analysis of site feasibility, construction options, costs, and environmental and construction impacts. Construction Cost: N/A			
	(1) Title and Location (<i>City and State</i>)	(2) Year Completed		
	State University of New York at Stony Brook, New Graduate and Professional Housing Stony Brook, NY	Professional Services	Construction (If Applicable)	Project with Current Firm
e.		2014 Est.	2014 Est.	<input checked="" type="checkbox"/>
	(3) Brief Description (<i>Brief Scope, Size, Cost, Etc.</i>) and Specific Role			
	Planner/Programmer for 400-bed New Graduate and Professional Housing project – configured in studios and one- and two-bedroom apartments, designed in compliance with the University's Master Plan. Each unit will have a full kitchen, including stove, refrigerator, microwave and sink, as well as laundry facilities. Mail distribution facilities utilize rear-accessed mailboxes and are located on the ground floor. 400 parking spaces will be provided to accommodate each resident. Construction Cost: \$ 50 Million.			



Section E: Resumes for Key Personnel Proposed for the Contract

12. Name Gregory J. Bergmiller, LEED AP	13. Role In This Contract LEED Specialist/High Performance Designer	14. Years Of Experience	
		a. Total 27	b. With Current Firm 12

15. Firm Name and Location: *(City And State)*
The S/L/A/M Collaborative, Inc., Glastonbury, CT

16. Education: B. Architecture – Boston Architecture Center	17. Professional Registration:	18. Other Professional Qualifications: Memberships: United States Green Building Council LEED Accredited Professional (Leadership in Energy and Environmental Design); American National Standards Institute/Green Building Initiative – Standards Development Committee; Coalition of Code Standards – AIA Connecticut Presentations: Construction Institute Workshop Integrated Design Process, November 2012, State of Connecticut Fall Career Development Series, November 2012: "Green Globes for Building and Fire Officials" and "Green Globes for Buildings in Connecticut Communities", Law Seminars International 2009: "Land Use & Green Development", BOMA 2008, "Practical Strategies for the Continual Improvement of Existing Buildings", Ecobuild 2008, "GBI- Green Globes Training Sessions", Green Building Conferences, 2008: "High Performance Schools in Connecticut", CT Green Building Council 2008: "Green 101: Opportunities for Young Professionals"
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19. Relevant Projects

	(1) Title and Location <i>(City and State)</i>	(2) Year Completed		
		Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
a.	CT DCS (formerly DPW): Southern Connecticut State University, New Residence Hall & Parking Garage, New Haven, CT - (Design Build)	2004	2004	<input checked="" type="checkbox"/>
	(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role LEED Specialist for a new 5-story residence hall to house 313 students and 16 staff members utilizing a combination of four-person "living suites," double-occupancy single rooms, and Resident Assistant suites. The project also includes a remote 450-space precast parking structure. Construction cost: \$26.9M.			
b.	University of Rhode Island, Student Housing Kingston, RI	2007	2007	<input checked="" type="checkbox"/>
	(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role LEED Specialist for new 800-bed student housing complex featuring combination of suites and apartments; unique star-shaped plan minimizes corridors and reduces total gross square footage. Construction cost: \$61.6M.			



Gregory J. Bergmiller, LEED AP – The S/L/A/M Collaborative, Inc. - Continued			
c.	(1) Title and Location (<i>City and State</i>)	(2) Year Completed	
		Mount Holyoke College, Residence Hall South Hadley, MA	Professional Services 2008
	(3) Brief Description (<i>Brief Scope, Size, Cost, Etc.</i>) and Specific Role		
	LEED Specialist for new 75,000-SF residence hall with 175 beds; groups of 30-40 bed cluster each contain a range of room types from traditional doubles/singles to suites; project achieved LEED Gold rating. Construction cost \$24M.		
d.	(1) Title and Location (<i>City and State</i>)	(2) Year Completed	
	CT DCS (formerly DPW): Eastern Connecticut State University, New Science and Classroom Building Willimantic, CT	Professional Services 2008	Construction (<i>If Applicable</i>) 2008 Project with Current Firm <input checked="" type="checkbox"/>
	(3) Brief Description (<i>Brief Scope, Size, Cost, Etc.</i>) and Specific Role		
	LEED Specialist for a new, 178,000-SF facility to house Biology, Environmental Earth Sciences, Physical Sciences, Math, Computer Sciences and Sustainable Energy Studies as well as facilities for health science in a flexible, adaptable, state-of-the-art environment. Project registered for LEED Silver Certification. Construction cost: \$48.3M.		
e.	(1) Title and Location (<i>City and State</i>)	(2) Year Completed	
	CT DCS (formerly DPW): New Britain Judicial District Courthouse at the New Britain Government Center, New Britain, CT (Design-Build)	Professional Services 1999	Construction (<i>If Applicable</i>) 1999 Project with Current Firm <input checked="" type="checkbox"/>
	(3) Brief Description (<i>Brief Scope, Size, Cost, Etc.</i>) and Specific Role		
	LEED Coordinator/High Performance Designer for design of a 197,500-sf courthouse in the downtown business district of New Britain. The building provides a single location for the formerly separate criminal and civil courts, probation, support and enforcement and family services. Construction Cost: \$40M.		



Section E: Resumes for Key Personnel Proposed for the Contract

12. Name Kyle Slocum, PLA, ASLA	13. Role In This Contract Landscape Architect/Site Planner	14. Years Of Experience	
		a. Total	b. With Current Firm
		26	17

15. Firm Name and Location: *(City And State)*
The S/L/A/M Collaborative, Inc., Glastonbury, CT

16. Education: B.S. Landscape Architecture- University of Connecticut	17. Professional Registration: Connecticut – Landscape Architecture # 673 MA, MD, NJ, NY, RI- Landscape Architecture CLARB Certified	18. Other Professional Qualifications: Mr. Slocum is a Principal in the Firm. Memberships: American Society of Landscape Architects; Society of College and University Planning
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19. Relevant Projects

	(1) Title and Location <i>(City and State)</i>	(2) Year Completed		
		Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
a.	CT DCS (formerly DPW): Southern Connecticut State University, New Residence Hall & Parking Garage New Haven, CT - (Design Build)	2004	2004	<input checked="" type="checkbox"/>
	(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role Landscape Architect for a new 5-story residence hall to house 313 students and 16 staff members utilizing a combination of four-person "living suites," double-occupancy single rooms, and Resident Assistant suites. The project also includes a remote 450-space precast parking structure. Construction cost: \$26.9M.			
b.	University of Rhode Island, Student Housing Kingston, RI	2007	2007	<input checked="" type="checkbox"/>
	(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role Landscape Architect for new 800-bed student housing complex featuring combination of suites and apartments; unique star-shaped plan minimizes corridors and reduces total gross square footage. Construction cost: \$61.6M.			
c.	Mount Holyoke College, Residence Hall South Hadley, MA	2008	2008	<input checked="" type="checkbox"/>
	(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role Landscape Architect for new 75,000-SF residence hall with 175 beds; groups of 30-40 bed cluster each contain a range of room types from traditional doubles/singles to suites; project achieved LEED Gold rating. Construction cost \$24M.			
d.	The Miriam Hospital, Victor & Gussie Baxt Building Providence, RI	2007	2007	<input checked="" type="checkbox"/>
	(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role Site Planner/Landscape Architect for a 174,000-SF new clinical addition for Surgery, High Acuity Nursing Beds (36 new private patient rooms, 10 new operating rooms, and a new PACU unit (25 beds)) , CSS, Administration, Food Court, and a diagnostic imaging and conference center. Construction cost: \$55M			



Kyle Slocum, PLA, ASLA – The S/L/A/M Collaborative, Inc. - Continued			
e.	(1) Title and Location (<i>City and State</i>)	(2) Year Completed	
		CT DCS (formerly DPW): Eastern Connecticut State University, New Science and Classroom Building Willimantic, CT	Professional Services
2008			2008
	Project with Current Firm		
	<input checked="" type="checkbox"/>		
(3) Brief Description (<i>Brief Scope, Size, Cost, Etc.</i>) and Specific Role			
Site Planner/Landscape Architect for a new, 178,000-SF facility to house Biology, Environmental Earth Sciences, Physical Sciences, Math, Computer Sciences and Sustainable Energy Studies; includes an award-winning, man-made "bio-swale." Project registered for LEED Silver Certification. Construction cost: \$48.3M			



Section E: Resumes for Key Personnel Proposed for the Contract

12. Name Donald P. Crowe, Jr., AIA	13. Role In This Contract Code Reviewer/Quality Control & Assurance	14. Years Of Experience	
		a. Total 35	b. With Current Firm 32

15. Firm Name and Location: *(City And State)*

The S/L/A/M Collaborative, Inc., Glastonbury, CT

16. Education: B. Architecture – Illinois Institute of Technology	17. Professional Registration: Connecticut – Architecture # 3565 Connecticut – Interior Design # 945 Connecticut Licensed Building Official (May 2009 – January 2013; Certification to be Renewed May 2013)	18. Other Professional Qualifications: Mr. Crowe is a Principal in the Firm Memberships: American Institute of Architects (AIA); Accessibility Committee for AIA/CT; Building Officials and Code Administrators International (BOCA) <i>Due to his code expertise, Pfizer, Inc. has retained Don as their designated consultant for code and life safety issues on their main research campus.</i> In addition to the relevant projects featured below Mr. Crowe is also Principal in Charge for SLAM's 2012 On-Call Architectural contract with CT DCS
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19. Relevant Projects

	(1) Title and Location <i>(City and State)</i>	(2) Year Completed		
	a.	CT DCS (formerly DPW): Southern Connecticut State University, New Residence Hall & Parking Garage New Haven, CT - (Design Build)	Professional Services 2004	Construction <i>(If Applicable)</i> 2004
	(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role Code Review/Quality Assurance for new 5-story residence hall to house 313 students and 16 staff members utilizing a combination of four-person "living suites," double-occupancy single rooms, and Resident Assistant suites; includes 450-space precast parking structure. Project received LEED Certification. Construction cost: \$26.9M.			
b.	CT DCS (formerly DPW): University of Connecticut, South Campus Dormitories & Dining Facility Storrs, CT	Professional Services 1998	Construction <i>(If Applicable)</i> 1998	Project with Current Firm <input checked="" type="checkbox"/>
	(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role Project Architect/Code Reviewer for design of a new complex of three dormitory buildings and a 700-seat dining facility. Includes conference facilities, meeting and distance learning rooms, and a banquet facility. As a focal point for the dormitories, exterior student assembly and recreation areas are also provided. Construction cost: \$36M.			
c.	Pfizer, Inc., Multiple Renovation Projects Groton, CT	Professional Services Ongoing	Construction <i>(If Applicable)</i> Ongoing	Project with Current Firm <input checked="" type="checkbox"/>
	(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role Code Reviewer/Project Manager for various projects ranging from facility assessments, research laboratory renovations, pilot plants, on-call work, and code updates to major free-standing facilities. Relevant renovation projects include work on existing research facilities that include Chemistry, Biology, BSL 2 and 3 Labs, animal vivaria, and high hazard facilities.			



Donald P. Crowe, Jr., AIA – The S/L/A/M Collaborative, Inc. - Continued				
d.	(1) Title and Location (<i>City and State</i>)	(2) Year Completed		
	CT DCS (formerly DPW): Housatonic Community College Bridgeport, CT - (Design Build)	Professional Services	Construction (If Applicable)	Project with Current Firm
		1996	1996	<input checked="" type="checkbox"/>
(3) Brief Description (<i>Brief Scope, Size, Cost, Etc.</i>) and Specific Role				
Project Architect/Code Compliance for design/build 180,000-SF partial demolition/complete renovation of former department store for reuse as a new college campus; 1,400-car parking structure. Construction Cost: \$27.3M.				
e.	(1) Title and Location (<i>City and State</i>)	(2) Year Completed		
	CT DCS (formerly DPW): W.F. Kaynor Technical High School, Waterbury, CT	Professional Services	Construction (If Applicable)	Project with Current Firm
		2010	2010	<input checked="" type="checkbox"/>
(3) Brief Description (<i>Brief Scope, Size, Cost, Etc.</i>) and Specific Role				
Code Compliance/Quality Assurance for additions/renovations to 200,000-SF Regional Vocational Technical High School including classrooms, vocational spaces, auditorium, media center, and academic/science wing addition. Construction cost: \$51.2M.				



Section E: Resumes for Key Personnel Proposed for the Contract

12. Name	13. Role In This Contract	14. Years Of Experience	
Tracy J. Herzer, IIDA, LEED AP	Interior Designer	a. Total	b. With Current Firm
		26	26

15. Firm Name and Location: *(City And State)*
The S/L/A/M Collaborative, Inc., Glastonbury, CT

16. Education:	17. Professional Registration:	18. Other Professional Qualifications:
B.S. Interior Design – University of Connecticut		Memberships: International Interior Design Association (IIDA); United States Green Building, Council-LEED Accredited Professional

19. Relevant Projects

a.	(1) Title and Location <i>(City and State)</i>	(2) Year Completed		
	CT DCS (formerly DPW): Southern Connecticut State University, New Residence Hall & Parking Garage New Haven, CT - (Design Build)	Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
2004		2004	<input checked="" type="checkbox"/>	
(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role				
Interior Designer for a new 5-story residence hall to house 313 students and 16 staff members utilizing a combination of four-person "living suites," double-occupancy single rooms, and Resident Assistant suites. The project also includes a remote 450-space precast parking structure. Construction cost: \$26.9M.				

b.	(1) Title and Location <i>(City and State)</i>	(2) Year Completed		
	CT DCS (formerly DPW): University of Connecticut, South Campus Dormitories & Dining Facility Storrs, CT	Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
1998		1998	<input checked="" type="checkbox"/>	
(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role				
Interior Designer for design of a new complex of three dormitory buildings and a 700-seat dining facility. Includes conference facilities, meeting and distance learning rooms, and a banquet facility. As a focal point for the dormitories, exterior student assembly and recreation areas are also provided. Construction cost: \$36M.				

c.	(1) Title and Location <i>(City and State)</i>	(2) Year Completed		
	University of Rhode Island, Student Housing Kingston, RI	Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
2007		2007	<input checked="" type="checkbox"/>	
(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role				
Interior Designer for new 800-bed student housing complex featuring combination of suites and apartments; unique star-shaped plan minimizes corridors and reduces total gross square footage. Construction cost: \$61.6M.				

d.	(1) Title and Location <i>(City and State)</i>	(2) Year Completed		
	Stonehill College, Residence Hall Easton, MA	Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
2010		2010	<input checked="" type="checkbox"/>	
(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role				
Interior Designer for new 75,000-SF residence hall with suite-style rooms for 250 upperclassmen; includes a large common area for multiple purposes as well as quiet study rooms on each floor and wireless access throughout. Construction cost: \$18M.				

e.	(1) Title and Location <i>(City and State)</i>	(2) Year Completed		
	Massachusetts Institute of Technology, Graduate Student Housing Cambridge, MA	Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
2001		2001	<input checked="" type="checkbox"/>	
(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role				
Interior Designer for conversion of an early twentieth-century mill building to efficiency apartment-style housing for first-year graduate students. The renovated building serves as a summer conference hotel for executive and academic programs. First-floor common areas include meeting, dining and study spaces that surround an entrance lobby. Construction cost: \$18M.				



Section E: Resumes for Key Personnel Proposed for the Contract

12. Name		13. Role In This Contract		14. Years Of Experience	
Leonard Rozovsky, P.E.		Structural Engineer		a. Total	b. With Current Firm
				37	16
15. Firm Name and Location: <i>(City And State)</i> The S/L/A/M Collaborative, Inc., Glastonbury, CT					
16. Education:		17. Professional Registration:		18. Other Professional Qualifications:	
M. Eng. – Polytechnic University of Minsk, USSR Construction Estimating Certificate – Capital Community College		Connecticut - Professional Engineer # 20842		Memberships: American Institute of Steel Construction; American Concrete Institute; National Council of Structural Engineers/Structural Engineers Coalition of Connecticut	
19. Relevant Projects					
a.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	CT DCS (formerly DPW): Southern Connecticut State University, New Residence Hall & Parking Garage New Haven, CT (Design Build)		Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
			2004	2004	<input checked="" type="checkbox"/>
(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role					
Structural Engineer for new 120,276-GSF, 5-story residence hall to house 313 students and 16 staff members utilizing a combination of four-person "living suites," double-occupancy single rooms, and Resident Assistant suites; includes 450-space precast parking structure. Project received LEED Certification. Construction cost: \$26.9M.					
b.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	Mount Holyoke College, Residence Hall South Hadley, MA		Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
			2008	2008	<input checked="" type="checkbox"/>
(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role					
Structural Engineer for new 75,000-SF residence hall with 175 beds; groups of 30-40 bed cluster each contain a range of room types from traditional doubles/singles to suites; project achieved LEED Gold rating. Construction cost \$24M.					
c.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	Vassar College, Dorm Renovations Poughkeepsie, NY		Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
			2011	2011	<input checked="" type="checkbox"/>
(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role					
Structural Engineer for renovations to five residential houses, with construction proceeding in phases over a six-year period. Estimated construction cost: \$49M.					
d.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	CT DCS (formerly DPW): Eastern Connecticut State University, New Science and Classroom Building Willimantic, CT		Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
			2008	2008	<input checked="" type="checkbox"/>
(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role					
Structural Engineer for a new, 178,000-SF facility to house Biology, Environmental Earth Sciences, Physical Sciences, Math, Computer Sciences and Sustainable Energy Studies as well as facilities for health science in a flexible, adaptable, state-of-the-art environment. Project registered for LEED Silver Certification. Construction cost: \$48.3M.					
e.	(1) Title and Location <i>(City and State)</i>		(2) Year Completed		
	The Miriam Hospital, Victor & Gussie Baxt Building Providence, RI		Professional Services	Construction <i>(If Applicable)</i>	Project with Current Firm
			2007	2007	<input checked="" type="checkbox"/>
(3) Brief Description <i>(Brief Scope, Size, Cost, Etc.)</i> and Specific Role					
Structural Engineer for a 174,000-SF new clinical addition for Surgery, High Acuity Nursing Beds (36 new private patient rooms, 10 new operating rooms, and a new PACU unit (25 beds)), CSS, Administration, Food Court, and a diagnostic imaging and conference center. Construction cost: \$55M					

Projects in Progress

JACKSON GARDENS & LINCOLN WAY

Neighborhood Revitalization
Cambridge, MA

OWNER	ARCHITECT	SIZE	DELIVERY METHOD
Cambridge Housing Authority 166 Prospect Street, Cambridge, MA 02139 Kyle Sullivan 617-864-3020, 617-520-6239	Baker/Wohl Architects 132 Lincoln Street Boston, MA 02111 Steven Baker 617-350-7420	168,500 sf COMPLETION DATE July 2013 % COMPLETE 90	CM/GMP CONTRACT AMT \$42,134,210

YALE UNIVERSITY

School of Management
New Haven, CT

OWNER	ARCHITECT	SIZE	DELIVERY METHOD
Yale University Director of Preconstruction Services Yale University, Office of Facilities 2 Whitney Avenue, 8th Floor New Haven, CT 06510 David Parnigoni, LEED AP 203-432-9195	Foster + Partners/Gruzen Samton 320 West 13th Street, 9th Floor New York, NY 10014.1200 Chris West 212 -477-0900	325,000 sf COMPLETION DATE February 2014 % COMPLETE 72	CM/GMP CONTRACT AMT Confidential

WESTERN CONNECTICUT STATE UNIVERSITY

Visual & Performing Arts Center
Danbury, CT

OWNER	ARCHITECT	SIZE	DELIVERY METHOD
State Of Connecticut DCS 165 Capitol Avenue Hartford, Connecticut 06106 Ken Fitzgerald (860) 713-5926	Amenta Emma Architects/Holzmann Moss Bottino Architecture 201 Ann Street Hartford, CT 06103-2009 Tony Amenta (860) 549-4725	123,000 sf COMPLETION DATE February 2014 % COMPLETE 62	CM/GMP CONTRACT AMT \$72,643,000

Projects in Progress

KNIGHTS OF COLUMBUS

Window Replacement
New Haven, CT

OWNER

Knights of Columbus
One Columbus Plaza
New Haven, CT

Paul Bello
203.752.4156

ARCHITECT

Leo A. Daly
1201 Connecticut Ave., N.W., Tenth
Floor
Washington, DC 20036-2683
Jean O'Toole
202.861.4600

SIZE

COMPLETION DATE
October 2013

% COMPLETE
60

DELIVERY METHOD
CM/GMP

CONTRACT AMT
\$21,650,000

UNIVERSITY OF MASSACHUSETTS AMHERST

Commonwealth Honors College
Amherst, MA

OWNER

UMASS Building Authority
225 Franklin Street, 12th Floor
Boston, MA 02110

Andrew Soles
413-545-6464

ARCHITECT

William Rawn Associates, Architects,
Inc.
10 Post office Square, Suite 1010
Boston MA 02109
Doug Johnson
617-423-3470

SIZE

500,000 sf
COMPLETION DATE
August 2013

% COMPLETE
75

DELIVERY METHOD
CM/GMP At Risk

CONTRACT AMT
\$168,000,000

RIDGEFIELD LIBRARY

Renovations and Additions
Ridgefield CT

OWNER

Ridgefield Library Association
472 Main Street
Ridgefield, CT
Christina Nolan
203-438-2282

ARCHITECT

Newman Architects LLC
300 York Street
New Haven, CT 06511
Jeremy Powers
203-772-1990

SIZE

42,000 sf
COMPLETION DATE
December 2013

% COMPLETE
10

DELIVERY METHOD
CM/GMP

CONTRACT AMT
\$18,000,000



DIMEO

Dimeo Construction Company

Projects in Progress

YALE UNIVERSITY

Kline Chemistry Laboratories
New Haven, CT

OWNER	ARCHITECT	SIZE	DELIVERY METHOD
Yale University Director of Preconstruction Services Yale University, Office of Facilities 2 Whitney Avenue, 8th Floor New Haven, CT 06510 David Parnigoni, LEED AP 203-432-9195	HBRA 372 West Ontario Street, 2nd Floor Chicago, Illinois 60654 Michele Silvetti-Schmitt 312-527-3200	79,000 sf COMPLETION DATE October 2014 % COMPLETE 5	CM/GMP CONTRACT AMT Confidential

HARVARD UNIVERSITY

Old Quincy House Renewal
Cambridge, MA

OWNER	ARCHITECT	SIZE	DELIVERY METHOD
Harvard Capital Planning and Project Management Holyoke Center, Suite 901 - 1350 Massachusetts Avenue Cambridge, MA 02138 Steve Needham 617 495 9969	KieranTimberlake 420 North 20th Street Philadelphia PA 19130.3828 David Riz, AIA 215 922 6600 x 118	59,000 sf COMPLETION DATE August 2013 % COMPLETE 65	CM/GMP CONTRACT AMT Confidential

TOWN OF DUXBURY

New Middle/High School
Duxbury, MA

OWNER	ARCHITECT	SIZE	DELIVERY METHOD
Town of Duxbury C/o KV Associates 330 Congress St., Boston, MA 02210 Lee Keller, P.E., LEED AP 617-695-0856 x 109	Mount Vernon Group, Inc. 200 Harvard Mill Square, Suite 410 Wakefield, MA 01880 Luís Ascensao 781-213-5030	322,200 COMPLETION DATE September 2014 % COMPLETE 25	CM/GMP CONTRACT AMT 105,200,000

Activity ID	Activity Name	Orig Dur	Start	Finish	2014												2015												2016								
					Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
	CCSU - Summary 11/25/13	476	11/12/13	09/17/15	CCSU - Summary 11/25/13																																
	PRECONSTRUCTION	259	11/12/13	11/13/14	PRECONSTRUCTION																																
	Notice to Proceed	1	11/26/13	11/26/13	▼ Notice to Proceed																																
	General Preconstruction	54	11/26/13	02/12/14	▼ General Preconstruction																																
	Design Coordination	25	11/12/13	12/16/13	▼ Design Coordination																																
	100% Design Documents (DD)	42	12/17/13	02/14/14	▼ 100% Design Documents (DD)																																
	Interim Design Services	35	02/17/14	04/04/14	▼ Interim Design Services																																
	100% Construction Documents (CD)	30	04/03/14	05/14/14	▼ 100% Construction Documents (CD)																																
	Subcontractor Bidding	166	12/16/13	08/07/14	▼ Subcontractor Bidding																																
	Procurement	220	01/08/14	11/13/14	▼ Procurement																																
	CONSTRUCTION	420	01/31/14	09/17/15	CONSTRUCTION																																
	Mobilization & Site Prep	136	01/31/14	08/11/14	▼ Mobilization & Site Prep																																
	Foundations & Structure	176	02/28/14	11/03/14	▼ Foundations & Structure																																
	Exterior Envelope	120	09/09/14	02/26/15	▼ Exterior Envelope																																
	Interior Finishes	165	10/06/14	05/27/15	▼ Interior Finishes																																
	Sitework	191	09/23/14	06/19/15	▼ Sitework																																
	Closeout	112	04/14/15	09/17/15	▼ Closeout																																
	Punchlist	40	04/14/15	06/08/15	▼ Punchlist																																
	Substantial Completion	0	06/20/15	06/20/15	▼ Substantial Completion																																
	Partial/Temporary Certificate of Occupancy	0	06/20/15	06/20/15	▼ Partial/Temporary Certificate of Occupancy																																
	Owner Start Move-In	0	07/11/15	07/11/15	▼ Owner Start Move-In																																
	OWNER MILESTONES	112	04/14/15	09/17/15	OWNER MILESTONES																																
OM16	Commission Building Systems	0	04/14/15		◆ Commission Building Systems																																
OM18	Punchlist Items	0	04/14/15		◆ Punchlist Items																																
OM24	O&M Manuals	0	04/14/15		◆ O&M Manuals																																
OM10	Equipment & Telecom/Data	0	06/09/15		◆ Equipment & Telecom/Data																																
OM14	System Demonstration & Training	0	06/09/15		◆ System Demonstration & Training																																
OM28	Certificate of Compliance	0	06/16/15		◆ Certificate of Compliance																																
OM20	Certificate of Occupancy	0	07/31/15		◆ Certificate of Occupancy																																
OM40	University Admin & Staff Move In	0	08/01/15		◆ University Admin & Staff Move In																																
OM42	Students Use of the Facility	0	08/19/15		◆ Students Use of the Facility																																
OM22	Record Drawings	0	09/02/15		◆ Record Drawings																																
OM26	As-Builts	0	09/02/15		◆ As-Builts																																
OM32	Warrantees/Guarantees	0	09/02/15		◆ Warrantees/Guarantees																																
OM44	Certificate of Acceptance	0	09/15/15		◆ Certificate of Acceptance																																
OM12	Change Orders	0	09/17/15		◆ Change Orders																																
OM30	Close Out Office	0	09/17/15		◆ Close Out Office																																
OM34	Insurance Certificate	0	09/17/15		◆ Insurance Certificate																																
OM36	Final Commissioning & Leed Submission	0	09/17/15		◆ Final Commissioning & Leed Submission																																
OM38	Final Payment	0	09/17/15		◆ Final Payment																																



**CCSU
NEW RESIDENCE HALL FACILITY
Preliminary Summary Schedule**