



DEPARTMENT OF ADMINISTRATIVE SERVICES

July 6, 2018

York Correctional Central Plant and Distribution System  
201 West Main Street, Niantic, Connecticut  
Project Number: BI-JA-465  
**Contract Number: BI-JA-465-CA-2**

Mr. Joseph N. Desautel, Jr.  
Downes Construction Company, LLC  
200 Stanley Street  
P.O. Box 727  
New Britain, CT 06050

Dear Mr. Desautel:

Your **Standard Fixed Fee Construction Administrator's Contract** dated **June 21, 2018**, for professional services for the subject project, has been fully executed and approved by all concerned parties. We are forwarding herewith a copy of this contract. Do not proceed with the contract work until you receive written notice to proceed from the Department of Administrative Services (DAS) project manager assigned to this project.

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

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

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

If you should have any questions in regard to the above, please contact the DAS project manager, Joel Baranowski, assigned to this project at (860) 713-5612.

Sincerely,

Cathy Phelps  
Legal Services Unit

Enclosures: Contract No. BI-JA-465-CA-2  
CERT-134

cc: State Properties Review Board w/contract  
Glenn Knapsack, DAS Project Accounting, w/contract  
DAS Office of Legal Affairs, Policy & Procurement, w/ contract  
Joel Baranowski, DAS Project Manager, w/original contract  
Randy Daigle, DAS Process Management, w/contract

*Affirmative Action/Equal Opportunity Employer*

OFFICE OF LEGAL AFFAIRS, POLICY AND PROCUREMENT  
450 Columbus Boulevard, Suite 1307, Hartford, CT 06103

**STATE OF CONNECTICUT  
DEPARTMENT OF ADMINISTRATIVE SERVICES**

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

This contract is entered into this 21st day of June, 2018, by and between the State of Connecticut, hereinafter called the "State," acting herein by its Commissioner or designee, duly authorized, of the Department of Administrative Services (DAS), under the provisions of Sections 4-8, 4b-1, 4b-1b, 4a-1, 4a-2, and 4b-3 of the Connecticut General Statutes, as revised and/or amended, and

**Downes Construction Company, LLC  
200 Stanley Street  
New Britain, CT 06050**

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

**York Correctional Central Plant and Distribution System  
201 West Main Street  
Niantic, Connecticut 06357**

Project Number: **BI-JA-465**  
Contract Number: **BI-JA-465-CA-2**

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

**I. GENERAL**

- A. The Construction Administrator accepts the relationship of trust and confidence established with the State by this contract, and agrees to cooperate with the architect, hereinafter referred to as the Architect, for the Project in furthering the interests of the State. The State shall endeavor to promote harmony and cooperation among the State, Architect, the Construction Manager at Risk, Construction Administrator, and other persons or entities employed by the State.
- B. The Construction Administrator shall act as the State's agent and covenants and agrees to perform all its services in accordance with the standards and practices of its profession. The Construction Administrator shall not have any conflicts of interest. The Construction Administrator shall be held to the highest standard of conduct in the performance of its duties, and must conduct itself so as to avoid even the appearance of any impropriety. The Construction Administrator is prohibited from accepting gratuities of any kind from any persons seeking work associated with this contract.
- C. The Construction Administrator agrees to furnish certain services as set forth in "Exhibit A" and "Exhibit C", which exhibits are attached hereto and made a part hereof. Said services shall be furnished within such time as determined by the Commissioner of DAS, hereinafter referred to as the Commissioner.

- D. The Construction Administrator shall consult with the DAS to ascertain the requirements of the project and consult with proper State authorities and inform itself as to specific institutional conditions that might affect contemplated work or the hours or season of its execution. The services may not be limited to five (5) days a week or forty (40) hours a week.
- E. The Construction Administrator agrees to become familiar with and, to the extent applicable to a Construction Administrator, comply with (i) the provisions set forth in the "DEPARTMENT OF ADMINISTRATIVE SERVICES CONSULTANTS PROCEDURE MANUAL," which may be amended and/or supplemented current with the date of this contract, and (ii) the provisions of the Contract Documents as that term is defined in Section 1.31 of the General Conditions of the Contract for Construction Section 00 72 23 for the Project. These guidelines and provisions are incorporated herein by reference and shall be as binding upon the parties to this contract as though fully set forth herein.
- F. The Construction Administrator shall work under the direction of the DAS Project Manager in consulting with the State Fire Marshal, the State Building Inspector, the Department of Energy and Environmental Protection, and other State and Federal agencies having jurisdiction over the Project to ascertain requirements of the Project and to become familiar with said agencies' concerns, requirements, and procedures.
- G. The recommendations and advice of the Construction Administrator concerning design alternatives shall be subject to the review and approval of the State and the State's professional consultants. It is not the Construction Administrator's responsibility to ascertain that the drawings and specifications for the Project are in accordance with applicable laws, statutes, ordinances, building codes, rules, and regulations. However, if the Construction Administrator recognizes that portions of the drawings and specifications are at variance therewith, the Construction Administrator shall promptly notify the Architect and State in writing.

#### H. INDEMNIFICATION

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

For purposes of this section, the term "Claim" is defined as follows: "All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum."

#### I. ANTITRUST PROVISION

The Construction Administrator hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that the Construction Administrator now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statutes § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges.

This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

For purposes of this section, the term "Claim" is defined as follows: "All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum."

- J. The Construction Administrator agrees that any discrepancies or conflicts within the contract shall not be construed against the DAS nor form the basis of any claim by the Construction Administrator against the DAS. If any discrepancy or conflict exists within the contract, then the Construction Administrator shall provide the greater quality or greater quantity of the more stringent requirements, unless the DAS otherwise agrees in writing.

## **II. PAYMENT OF CONSTRUCTION ADMINISTRATOR'S FEE**

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

## **III. SPECIAL SERVICES**

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

### **B. SPECIAL CONSULTANTS**

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

4. The State reserves the right to waive any or all of these requirements, as set forth in subsection B of Article III.

#### IV. INSURANCE

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

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

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

**B. Commercial General Liability**

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

**C. Comprehensive Automobile Liability**

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

- D.** The Construction Administrator shall furnish evidence by way of a certificate of insurance that it has obtained a professional services liability insurance policy with \$1,000,000.00 each claim and annual aggregate minimum coverage for negligence and errors and omissions. If any claims are paid against its professional services liability insurance policy, the Construction Administrator agrees to purchase additional insurance in order to maintain the minimum coverage of \$1,000,000.00 each occurrence and per aggregate. The insurance shall remain in effect during the entire duration of this contract, including such additional time period as may be necessary to complete specific projects, as hereinbefore set forth, and for eight years after substantial completion of the project. The policy shall provide that it shall indemnify and save harmless the State and its officers, agents, and employees from all claims, suits, actions, damages, and costs of every name and description resulting from negligence and errors and omissions in the work performed by the Construction Administrator under the terms of this contract.

Each of the policies for such kinds of insurance mentioned above shall be issued by an insurance company or companies satisfactory to the DAS. The Construction Administrator agrees that coverages will not be changed, cancelled, or non-renewed until at least sixty (60) calendar days' prior written notice has been given to the DAS. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance. Such insurance policies shall name the State as an additional insured, except the State shall not be named as an additional insured with respect to the coverage for the statutory workers' compensation, automobile liability, and employers' liability insurance and to the coverage for professional liability insurance. Certificates of insurance showing

such coverages as required in this article shall be filed with the DAS prior to the time this contract is executed on behalf of the State.

## V. CONFIDENTIALITY OF DOCUMENTS

- A. The Construction Administrator agrees on behalf of the Construction Administrator and the Construction Administrator's principals, employees, agents, heirs, successors and assigns that they shall only utilize drawings, specifications, maps, reports, records or other documents to the extent necessary for the performance of the Construction Administrator's work and duties under this contract. This limitation on use applies to those items produced by the Construction Administrator, as well as to those items received by the Construction Administrator from the Department of Administrative Services, or others in connection with the Construction Administrator's work and duties under this contract.
- B. The Construction Administrator further agrees that said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract. No other disclosure shall be permitted without the prior written consent of the Department of Administrative Services.
- C. The Construction Administrator further agrees that the following provision will be included in its contracts with sub-consultants:

Any and all drawings, specifications, maps, reports, records or other documents associated with the contract work shall only be utilized to the extent necessary for the performance of the work and duties under this contract. Said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract. No other disclosure shall be permitted without the prior written consent of the Department of Administrative Services. When any such drawings, specifications, maps, reports, records or other documents are no longer needed, they shall be destroyed.

## VI. NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS, NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION, EXECUTIVE ORDERS, ANTI-HARASSMENT POLICY, SUMMARY OF STATE ETHICS LAWS AND CAMPAIGN FINANCE LAWS

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

### A. Non-Discrimination

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

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence

including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes §32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to

state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes §46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights



and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes §46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

#### **B. EXECUTIVE ORDERS.**

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of the contract as if they had been fully set forth in it. At the contractor's request, the Department shall provide a copy of these orders to the contractor.

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

#### **D. SUMMARY OF STATE ETHICS LAWS.**

Pursuant to the requirements of Section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to Section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the contract as if the summary had been fully set forth in the contract.

## **E. CAMPAIGN CONTRIBUTION RESTRICTION**

For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as "Attachment."

## **VII. WHISTLEBLOWING**

This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Construction Administrator takes or threatens to take any personnel action against any employee of the Construction Administrator in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Construction Administrator shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of Construction Administrator.

## **VIII. SUSPENSION OF THE WORK**

- A.** The State, at any time, may suspend all or any part of the services of the Construction Administrator. In such event, the Construction Administrator shall be given notice of such suspension in writing by registered or certified mail to the Construction Administrator's address, furnished to the State for purposes of receiving notices under this contract, by email to the Construction Administrator's email address as furnished to the State for the purpose of notices, by facsimile transmission telecopy (fax) to the Construction Administrator's fax number as furnished to the State for the purpose of notices, or by hand delivery.
- B.** Upon receipt of such notice, the Construction Administrator shall immediately discontinue all services affected (unless the notice directs otherwise). The mailing, email, fax or hand delivery of such notice shall preclude any claim on the part of the Construction Administrator as to failure to receive notice of such suspension.
- C.** In the event of suspension by the State as noted above, the Construction Administrator shall be entitled to such compensation as the Commissioner shall deem reasonable.
- D.** Should the State reactivate any assigned work covered by this contract, in whole or in part, within one year from the time the work was suspended, any fees paid to the Construction Administrator pursuant to this contract shall be applied as payment on the fees for the work as set forth in this contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year, the Construction Administrator and the State may renegotiate the fees for

the work based on current conditions or either may unilaterally elect to terminate the remaining work.

- E. In the event the State decides to suspend any work under this contract, the State shall become entitled, after payment of outstanding fees, to all finished and unfinished documents, estimates, and schedules prepared pursuant to this contract.
- F. If the Construction Administrator should be unwilling or unable to perform the services required by this contract at the time the State desires to reactivate the work after a period of suspension, then all finished or unfinished documents, estimates, and schedules prepared pursuant to this contract shall become the property of the State and the State shall have the right to immediate possession and use thereof.
- G. The rights and remedies of the parties provided in this article are in addition to any other rights and remedies provided by law or under this contract.

## **IX. TERMINATION OF CONTRACT**

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

have the right to immediate use and possession of, all finished and unfinished documents, estimates, and schedules prepared under this contract. The Commissioner shall determine the amount of such payment.

- F. The rights and remedies of the parties provided in this article are in addition to any other rights and remedies provided by law or under this contract.

#### **X. ENTIRE AGREEMENT**

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

#### **XI. ANNUAL CERTIFICATION**

If the aggregate value of this contract is \$50,000.00 or more, including all amendments and/or commission letters, then the Construction Administrator shall annually submit electronically, on or within two (2) weeks of the anniversary date of the execution of this contract, a completed Gift and Campaign Contribution Certification and notify the DAS Office of Legal Affairs, Policy and Procurement 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.

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

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

#### **XIII. SOVEREIGN IMMUNITY**

The parties acknowledge and agree that nothing in the solicitation or the contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the contract. To the extent that this section conflicts with any other section, this section shall govern.

#### **XIV. APPROVAL OF STATE PROPERTIES REVIEW BOARD**

As provided in Connecticut General Statutes Section 4b-23 (i), it is essential for the Construction Administrator contracting with the DAS to understand that the approval of the State Properties

Review Board must be granted before the Construction Administrator's contract can begin. By providing service without a properly executed contract, the Construction Administrator accepts the risk that payment will not be made by the State of Connecticut.

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

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

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

- (a) All services performed by and material supplied by the Construction Administrator under this contract shall be subject to the inspection and approval of the State at all times, and Construction Administrator shall furnish all information concerning such material and services as may be requested by the State.
- (b) The Construction Administrator shall maintain, and shall require each of its subcontractors hereunder to maintain, accurate and complete records, books of account and other documents that delineate the nature and extent of the State's, Construction Administrator's, and, in the case of each subcontract, the applicable subcontractor's, performance hereunder. The Construction Administrator shall maintain all such documentation and any and all other of its records (whether stored in electronic or other form) that in any way pertain or relate to this contract and/or the actual or alleged performance and/or lack of performance by any party hereunder (individually and collectively, "Records") at the Construction Administrator's address provided on the first page of this contract or such other location as is approved in writing in advance by the State.
- (c) The Construction Administrator agrees to make all of its Records available for inspection and/or examination, and copying, by the State's authorized representatives during reasonable hours. The State and its representatives also shall have the right, at reasonable hours, to inspect and examine all of the part(s) of the Construction Administrator's and its subcontractors' plant(s) and/or place(s) of the businesses which, in any way, are related to, or involved in, the performance of this contract and/or any subcontract to ensure compliance with the same. Except in the case of suspected fraud or other abuse or in the event of an emergency, the State will give the Construction Administrator at least twenty-four (24) hours' notice of any intended inspections or examinations.
- (d) At the State's request, the Construction Administrator shall provide the State with hard copies of or electronic media containing any data or information in the possession or control of the Construction Administrator which pertains to the State's business or this contract.
- (e) The Construction Administrator agrees that it will keep and preserve or cause to be kept and preserved all of its Records until three (3) years after the latter of (i) final payment under this contract, or (ii) the expiration or earlier termination of this contract, as the same may be extended or renewed, and any holdover period.
- (f) The Construction Administrator also agrees that it will require each subcontractor under this contract to maintain all of its Records until three (3) years after the expiration or earlier termination of said subcontract or other agreement, as the same may be renewed or extended.
- (g) If any litigation, claim or audit is started before the expiration of said three (3) year periods, such records shall be (and shall be required to be) retained until all litigation, claims or audit findings have been resolved.

- (h) The Construction Administrator shall incorporate the provisions of this article, including this section (h), verbatim into any contract or other agreement it enters into with any subcontractor under this contract.

## **XVII. DISCLOSURE OF RECORDS**

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

## **XVIII. NOTICES**

The Construction Administrator provides the following information for the purpose of receiving notices under this contract, and agrees to promptly notify the DAS project manager in writing if there are changes to the information.

Contact person: Mr. Joseph DeSanti

Address for registered or certified mail: Downes Construction Company, LLC  
200 Stanley Street  
P.O. Box 727  
New Britain, CT 06050

Address for hand delivery: Downes Construction Company, LLC  
200 Stanley Street  
New Britain, CT 06050

Facsimile transmission telecopy (fax) number: 860-225-3617

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

Attested by:

Erin Choquette  
Witness

Print name: Erin Choquette

Cindy Rusczyk  
Witness

Print name: Cindy Rusczyk

Attested by:

Rose Mitchell  
Witness

Print name: Rose Mitchell

David N. Patrick  
Witness

Print name: DAVID N. PATRICK

State of Connecticut

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

Date signed: 6/21/18

Downes Construction Company, LLC

By: Joseph M. Desmet  
Its Member + C.E.O., duly authorized

Date signed: 6/21/18

Approved as to form:  
Joseph Rubin  
ASSOC. ATTY. GENERAL Attorney General  
Joseph Rubin

Date signed: 7/5/18

## EXHIBIT A

York Correctional Central Plant and  
Distribution System  
201 West Main St.  
Niantic, Connecticut  
Project Number: BI-JA-465  
Contract Number: BI-JA-465-CA-2

### I. PROJECT DESCRIPTION

The scope of professional services to be provided by the Construction Administrator under this contract consists of providing the services called for in the contract in connection with the following construction work provided by a Construction Manager at Risk (CMR):

The purpose of this project is to completely upgrade both the existing Central Plant and all the underground distribution piping for both hot water and chilled water, at the York Correctional Institution (York CI) facility, Niantic, CT. The existing systems are 24 years old and in poor condition. This project will consist of the installation of approximately 32,000 LF of 10 inch underground piping, (hot water/chilled piping supply/return), which will connect to 18 buildings (Building numbers- 0, 1, 2, 3, 4, 5, 6, 7, 8, 9A, 9B, 9C, 9D, 10, 10A, 11, 12, 13), starting from the Central Plant. The project will also add provisions to connect the hot and chiller water system to buildings # 20, 22, 23 and 25. Underground piping replacement shall also include all replacement of all valves and vaults for both heating and chilled water piping systems.

The existing central plant building is to be reused. The scope includes the replacement of existing boilers and chillers with high efficiency boilers and chillers, and the replacement of all associated required pumps, valves and chemical treatment accessories.

The existing buildings have no basements, so the new underground piping will need to be piped in various directions to enter the existing mechanical rooms in each building. The York CI facility is an all-women's prison facility, and the contractors working inside the perimeter fence lines must conform to DOC Security Guidelines and restrictions.

The Engineer, the C.A. and the CMR will work in conjunction to establish a construction phasing plan.

For all work involving telecommunications, data, security and audio-visual systems, the state's IT agency BEST and Department of Correction (DOC) shall be consulted and included in all correspondence.

**Hazardous materials:** *If there are any hazardous materials encountered during the project, the C.A. shall notify the DAS project manager of the same immediately in writing. All materials containing hazardous concentrations above regulated levels will be handled in accordance with EPA regulations and guidelines and performed by a licensed Abatement Contractor. The C.A. shall monitor this work in accordance with the contract documents.*

Commissioning of the building systems is a requirement.

The project shall comply with all pertinent building, fire safety and health codes. All improvements will meet Americans with Disabilities Act (ADA) requirements. All improvements will comply with Department of Correction facility standards.



The Architect shall provide a File Transfer Protocol (FTP) Site for use during the preconstruction phase and construction phase of the project.

The project will follow the requirements outlined in the current DAS Consultants Procedure Manual and will also specifically address requirements related to working with a CMR. Additional work includes, but is not limited to, review and responses to CMR generated constructability reports; potential packaging of documents; and attendance and participation in subcontractor scoping meetings, as well as additional project meetings.

**Principals' Meetings:** The Construction Administrator is advised that there will be principals' meetings during the project duration. The principals' meetings will be attended by the assigned Project Management staff and the Principals of the primary firms involved in this capital project; i.e., the design firm, the CMR firm, the C.A. firm, the User Agency and the DAS. There will be one (1) meeting during Design, assume one at the turnover of the Contract Documents. During active construction, there will be principals' meetings every four (4) months.

**The construction budget is \$45,800,000.00.**

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

The Construction Administrator shall administer the CMR Contract. The Construction Administrator shall provide design phase services, which will include the contract documents, and procurement phases. The Construction Administrator shall provide construction phase services and post-construction services including commissioning, and closeout. Each phase will commence when written notice to proceed is issued by the Department of Administrative Services (DAS). The Construction Administrator shall provide the services within the time periods specified herein or, at the option of the DAS, within extended periods as determined by the Department if the Department is of the opinion that extensions are warranted and if the Department evidences its consent to such extensions in writing. The Construction Administrator shall not commence any phase work under the contract until the Construction Administrator receives written authorization to proceed from the DAS Project Manager. The Construction Administrator is responsible for providing the management, quality control, and administrative tasks needed to perform the services in an expeditious and economical manner consistent with the best interests of the State of Connecticut. The Construction Administrator shall assist DAS in achieving its goals with respect to the project's schedule, budget, scope, and quality.

If the Construction Administrator observes that the scope of work, construction cost, or any other relevant documentation is at variance with the requirements of the project, the Construction Administrator shall promptly notify in writing the architect and the State.

The Construction Administrator shall provide personnel with the qualifications and experience necessary to perform the various tasks herein described. The DAS shall be the sole judge of the qualifications of assigned personnel, and shall have the right to approve and reject personnel, and have removed any personnel it considers unsatisfactory. The C.A. shall name and provide resumes and prior assignments of its core staff to be assigned to this project for review and approval by DAS. It is anticipated that the C.A. shall supplement the core staff throughout all phases with other employees, consultants and subcontractors, as necessary, to support the core staff and/or bring special skills and expertise to the project.

Named core staff shall include, but not necessarily be limited to:

Project Executive: Joseph DeSanti  
Project Manager: Michael MacDonald  
Project Superintendent: Thomas Sheard  
CPM Schedule Expert or Consultant: Steve Jedrzewski (dba. Steve Jedrzewski & Associates)  
Cost Estimator: David Heer  
MEP Coordinator: Michel Gannon/ Michael Irwin

Multiple roles may be held by the same individual, if qualified.

Without limiting any provisions above, named core staff assigned to this DAS project must be approved by DAS Project Manager prior to assignment and may not be changed without DAS approval.

Project Management and Reporting (All Project Phases):

**Project Meetings:** Coordinate the development of a comprehensive project meeting schedule with the architect/engineer and the DAS PM. Attend project meetings, review and verify meeting minutes, and verify that the minutes are properly recorded in DAS PMWeb file.

**Master Project Milestone Schedule:** Provide scheduling guidelines to DAS. Prepare, maintain, and monitor a Master Project Milestone Schedule incorporating the major pre-design, design, preconstruction, construction, closeout, and review and approval of all activities of the project. Incorporate the CMR's construction schedule into the Master Project Milestone Schedule, when available. Include other activities that may not be part of the architect/engineer (A/E) or CMR responsibilities, i.e., environmental impact statements, asbestos removal, easement acquisition, schedule and monitor utility tie-ins (including natural gas), other contractors, etc., but are essential to project completion. Proactively, keep all parties apprised of their schedule requirements and responsibilities. Keep the DAS PM apprised of progress in relation to the Master Project Milestone Schedule on a monthly basis. Provide analysis of schedule slippage, if it occurs, and recommendations for schedule recovery.

**Project Budget:** Review and comment on appropriateness of initial project budget provided by DAS. After retention of CMR, insure that cost estimates prepared by the A/E and CMR are fully reconciled with each other and DAS's budget. Track all costs, both soft and hard, throughout the project with a monthly status report. Advise DAS of any anticipated variances from the budgeted amounts. Record reconciled budget in project PMWeb record. In addition, C.A. shall prepare a construction cost estimate against the 90% Contract Documents.

### **PMWeb Project Management Requirements**

DAS projects utilize "PMWeb" project management (PMWEB.com) software as their project management and recording system. PMWeb Project Management Requirements for the C.A. are as follows:

- a. The C.A. will be provided with a license or licenses to access the software. The C.A. is required to utilize PMWeb for project specific documentation as directed by the DAS Project Manager.
- b. All documents not created in PMWeb shall be scanned, uploaded and maintained by the C.A. in the PMWeb Document Management System for this project and linked to the corresponding record in PMWeb.

- c. The above listed requirements apply to all of the C.A.'s sub-consultants. Sub-consultants should attend the PMWeb training as a part of the Project Team.
- d. The C.A. shall monitor the use of the PMWeb System by the Construction Manager at Risk.

## **BIM**

The C.A. shall become familiar with and follow the Department of Administrative Services (DAS) provisions set forth in the "BIM Guidelines" as amended and revised current with the date of this contract. The provisions of the "BIM Guidelines" are incorporated by reference herein and shall be as binding upon the parties to this contract as though fully set forth herein. The C.A. shall ensure the model created by the Engineer is delivered to the CMR. The C.A. shall attend all BIM coordination meetings during the construction phase and provide necessary inputs. The C.A. shall also document all as-built conditions (including but not limited to testing information, photographs, installer information etc.) are recorded in the BIM model and shall be delivered to DAS at the end of the project.

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

The Construction Administrator shall provide a written evaluation of the CxA's performance to date utilizing DAS' form and criteria at the completion of Contract Documents phase, 50%-Construction and Closeout.

## **A. PRE-CONSTRUCTION SERVICES**

1. Analyze the user agency's initial program, budget, site conditions, and schedule, each in relation to each other and provide a brief written response as to their appropriateness.
2. With the architect/engineer (A/E) and other members of the design team, review the existing structures, project site, and available documents on the same. Assist the A/E and other members of the design team with logistics in the review (such as arranging for a roofer for roof cuts, etc.).
3. Cost estimating and budget monitoring (see Project Budget section above).
4. Review and monitor the reconciliation of the A/E and CMR cost estimates at the completion of each design phase (50% Contract Documents and 100% Contract Documents). Ensure that Architect and CMR cost estimates are reconciled with each other.
5. Attend and participate in Contract Documents review meetings in coordination with the A/E and other design providers.
6. Review and comment on CMR's proposed construction and phasing schedules. Incorporate phases and major events into Master Project Milestone Schedule.
7. Assist DAS, in coordination with the A/E, in selecting, retaining, and coordinating the professional services of special consultants and testing laboratories, if any, required for the Project.

8. Assist DAS, and coordinate with the A/E, with the filing of documents for necessary governmental approvals, insurance approval, etc. Keep track of the process of obtaining necessary approvals and permits, and coordinate the same with DAS.
9. Coordinate with DAS on the payment of any applicable project fees (e.g., demolition permits, utility costs, easement costs) and record.
10. For those project meetings that are not the lead responsibility of either the A/E or the CMR, schedule, coordinate, chair, and prepare and distribute minutes.
11. Review and monitor the CMR's preparation of the CMR's packaging/procurement plan. The CMR's packaging/procurement plan is to be critically reviewed and evaluated, in light of the required construction schedule, milestones and site-specific constraints at the project site.
12. In the Master Project Milestone Schedule, the C.A. shall coordinate and integrate its services, the A/E's services, the CMR's services, DAS responsibilities, user agency responsibilities, and any other contractors, consultants, approvals, or other project activities, with the anticipated construction schedules.
13. At completion of each design phase (50% Contract Documents and 100% Contract Documents), provide a brief written statement comparing the current reconciled cost estimate with the project budget, the current design with the original program and DAS Design Standards set forth in the Consultants Procedure Manual. Also, include in the report that the phasing plan, if applicable, has been reviewed and is appropriate, and the identification of potential problems, if any, with recommendations for proceeding to the next phase. At completion of each phase, review the construction duration for appropriateness.
14. At the completion of the 90% Contract Documents phase, DAS shall arrange for interdisciplinary coordination review ("Redicheck"). The C.A. shall participate in the meeting(s) that identifies the findings, and shall review the coordination items and provide cost estimates of these findings, including, but not limited to, cost savings from avoided or prevented subsequent change orders.

## **B. CONTRACT DOCUMENTS PHASE**

### **1. 50% Contract Documents Phase Review:**

#### **a) Master Schedule:**

Following interviews with the user groups and designers, DAS will obtain, organize, monitor, and forward to the Construction Administrator all of the end users and consultants' schedules and Critical Path Method (CPM) tasks for input into the Construction Administrator's master schedule. The Construction Administrator will provide data entry on these tasks and any other tasks the Construction Administrator deems appropriate in order to track project progress and verify future milestones.

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

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

**b) Action Item Agendas:**

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

**c) Document Review Reports:**

The Construction Administrator shall prepare "Document Review" reports for the Contract Document Phase - 1 submission at the completion of the phase.

**d) Constructability Review and Reporting:**

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

- a. The campus, to become familiar with on-site conditions.
- b. Proposed mechanical, electrical, and plumbing (MEP) systems overview.
- c. Soil conditions based upon the geo-technical report provided by others.
- d. Assist DAS in the review of the Architect/Engineer designs including, but not limited to, the building components and features, for the purpose of evaluating cost effectiveness, ease of construction, fabrication, and installation. For example, avoid overly difficult building features such as elliptical roof cross sections that have the potential to add significant cost and/or time to the project.

**e) Preliminary Field Operation Analysis:**

The Construction Administrator will perform the necessary investigation and planning in advance of preparing a plan of preliminary findings for project access strategy during construction. The analysis will be refined in the 100% Contract Documents issue phase. The plan will include, but not be limited to, the review of the following:

Staging of work.

Temporary walks.

Means of egress and fall protection.

Field operation locations.

Temporary field utility usage and feeds.

Temporary fencing (security).

Phasing of work.

**f) Construction Cost Estimate:**

Upon review of submitted Contract Documents, the Construction Administrator will perform a detailed review and analysis of the cost estimates prepared by the A/E and the CMR, and submit a written report to DAS. The Construction Administrator shall verify the quantities, unit prices, exclusions and overall completeness of the A/Es' and the CMR's estimates against the 50% Contract Documents in the review and analysis. *The Construction Administrator will immediately notify the DAS Project Manager if and when it becomes apparent the construction budget is exceeding the established budget*

*of \$45,800,000.00 (including cost escalation through the mid-point of construction per the project schedule) for the construction and site work. Under no circumstances will the cost of the project exceed the established budget of \$45,800,000.00 for construction and site work without prior written authorization from the DAS.*

**g) Value Engineering/Cost Reduction Alternatives:**

Through the value engineering process, the budgeted **\$45,800,000.00** (unless modified in writing by the DAS) construction cost estimate can be concentrated in those areas of the facility that are most important to the owner. The Construction Administrator will identify and recommend alternative materials, products, systems, equipment, or methods that could lead to project cost savings. Impact on schedule and sequencing will be analyzed and reported. The process shall facilitate the selection of building systems by analyzing each system's impact on the Project's budget and schedule and on the long term operating costs of the Project.

**h) Site Conditions:**

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

**i) Materials Review:**

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

**j) Systems Review:**

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

**k) Space Requirements:**

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

**l) Submittals:**

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

**2. 100% Contract Documents Phase Review:**

**a) The Construction Administrator shall update previously described tasks and the following tasks, and shall submit a "Document Review" report for the 100 % Contract Documents Phase:**

- Action Item Agendas.
- Constructability Reviews and Reporting.

- Advanced Field Operation Analysis.
- Schedule Refinement.
- Budget Refinement.
- The C.A. shall participate in the meeting(s) that identifies the Redicheck findings, and shall review the coordination items and provide cost estimates of these findings, including, but not limited to, cost savings from avoided or prevented subsequent change orders.

**b) Construction Cost Estimate:**

At 100% completion of the contract documents, the design team will present and submit copies of the project plans and manual. The Construction Administrator will prepare and issue the construction cost estimate. The estimate shall be derived from actual takeoffs, subcontractor and vendor input, and material and labor cost data. All quantitative systems information shall be provided in detail. The estimates will utilize the standard CSI format *and Uniformalt II. The Construction Administrator will immediately notify the DAS Project Manager if and when it becomes apparent the construction budget is exceeding the established budget of \$45,800,000.00 (including cost escalation through the mid-point of construction per the project schedule) for the construction and site work.*

**Under no circumstances will the cost of the project exceed the established budget of \$45,800,000.00 for construction and site work without prior written authorization from the DAS.**

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

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

**d) Document Review:**

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

**e) Submittals:**

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

The Construction Administrator will work closely with the architect during this phase in order to submit its report concurrently with the final contract documents from the architect. This may involve updating and making adjustments to the 50% construction cost estimate to reflect minor design changes made to the final contract documents.

**C. PROCUREMENT PHASE**

During the procurement phase, the Construction Administrator shall:

1. Assist in identifying critical and long-lead time materials. Monitor to ensure the CMR coordinates and expedites, as necessary, the ordering and delivery of materials.

2. Develop a list of required permits and approvals as may be applicable and track the permit approval process.
3. Review the CMR's construction schedule and verify that it meets the contract requirements, and incorporate into the Master Project Milestone Schedule.
4. Attend trade contractor scope reviews and kick-off meetings.
5. Coordinate with and assist DAS in negotiating with and entering into a Guaranteed Maximum Price (GMP) construction agreement with the CMR selected by DAS. Assist DAS in negotiating with any other contractors retained by the State. Provide recommendations on the construction agreement, as necessary, to make certain that the schedule of values provided by the CMR facilitates cost-tracking during construction and is coordinated with the specified schedule milestones, and that scope definitions are clearly identified in the Contract Documents.
6. Review the CMR's bid format and procedures, and recommend any changes to said format.
7. Review proposed allowances in the CMR's bid documents for conformity with the General Conditions and the needs of the project, and review with the Owner. No bid document for any project element shall include allowances absent the express written approval of the Owner (the Assistant Director of Project Manager or Deputy Commissioner). If a bid document does include an allowance(s) without receiving Owner's approval prior to the bid, the allowance(s) shall be funded by a reduction in equal amount from the CMR's contingency.
8. Review and clarify alternate bids, supplemental bids, and unit price requests or materials supplied by others.
9. Review of all the CMR's bid packages for completeness of work scope. Review all CMR's bid packages for allowances contained in the bid packages, and communicate those in writing to the DAS Project Manager for his/her review and written approval of the allowances before the bid packages are released for bidding. The C.A. shall assist the DAS Project Manager in making certain the trade packages when bid contain only those allowances that were approved in advance by DAS.
10. Attend and participate in all pre-bid conferences.
11. Attend all scope review meetings held by the CMR with its bidders. The C.A. shall record issues raised during the scope review meetings.
12. Attend bid openings and participate in clarifying and answering all questions during bidding.
13. Review of subcontractors' bid proposals and qualifications.
14. Review supporting documentation from CMR on all bid packages and buy-out plan.
15. Review CMR's recommendation for award and purchasing requests.
16. Provide recommendations in the development of the GMP.
17. Provide a complete review of the CMR's final GMP submission and provide written comments to DAS, together with a written recommendation to accept or not accept.
18. Participate in any other related meetings and activities as required during the development of the GMP.



## D. CONSTRUCTION PHASE SERVICES

### DUTIES AND SERVICES:

The Construction Administrator's construction phase services shall be for a **time period of Eight Hundred Three (803) calendar days (the Construction Phase Time), plus an additional ninety (90) calendar days** for project closeout, commencing with the date set forth in the written notice to proceed sent to the Construction Administrator by the DAS Project Manager. Said number of calendar days may be extended in writing by the Commissioner of the DAS, hereinafter referred to as the Commissioner. A reasonable fee shall be determined by the Commissioner for an appropriate level of services for the extended time. The parties recognize that during the extended time the level of staffing and/or services may be decreased, which shall be considered by the Commissioner in the determination of a reasonable fee.

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

Site Preparation and/or Demolition: DAS has the ability pursuant to Section 4b-103 of the Connecticut General Statutes, as revised, to authorize and proceed with the project elements of site preparation, demolition, public utility installation and connections, and building envelope components including the roof, doors, windows, and exterior walls, or portions thereof, that have been previously put out to bid and awarded, prior to submission and approval of the GMP. The specific services and scope of work to be performed will be described in one or more Work Authorization Orders, as that term is defined in the General Conditions of the Contract for Construction. DAS may, on occasion, utilize this option. If DAS chooses to utilize the *Work Authorization Order(s)*, the impact on the C.A.'s scope of services and fees will be reviewed, and if appropriate, renegotiated at that time.

### 1. SCHEDULING SERVICES

- 1.1 **The CA shall provide, or retain, an expert schedule consultant to control, review, analyze and report on all** construction schedules for the C.A. The Schedule Consultant shall have a minimum of 10 years' experience in developing, reviewing and analyzing Critical Path Method (CPM) schedules and shall possess demonstrated proficiency in CPM schedule methodology and utilization of the current version of *Primavera Project Planner* software. During construction, Schedule Consultant shall visit the project site at least once every thirty (30) days to evaluate progress on project site and review schedule related issues.
- 1.2 The CA's Schedule Consultant shall be required to use the current version of *Primavera Project Planner* software on this project.

The C.A.'s Schedule Consultant shall have an appropriate schedule analysis software program, such as "Schedule Analyzer for the Enterprise", "Claim Digger", etc., for use in analyzing the CMR's schedules and preparing reports.

- 1.3 CMR CPM Schedule: The C.A. shall review, **analyze**, and report in writing on all CMR's CPM schedule submittals including, but not limited to, the following:
- 1.3.1 Preliminary Schedule: Review the schedule to ensure that requirements of the contract have been met by the CMR and prepare a report for submittal to the DAS PM citing all schedule deficiencies/errors, etc.
  - 1.3.2 Baseline Schedule: Review the schedule to ensure that the CMR has met the requirements of the contract. C.A.'s review shall include all logic, appropriateness of work activities, coding, cost and resource loading, and the critical path. The C.A. shall prepare a report documenting schedule review findings and a recommendation for approval or rejection for submittal to the DAS PM. Assist the DAS PM in preparing a written response to the CMR.
  - 1.3.3 Schedule Updates/Revisions: Provide monthly reviews with a written report in a timely manner, meeting DAS contract timelines for review periods. C.A. shall validate the CMR's actual start and finish dates to ensure the dates are consistent with when the work was performed. Prepare a report for submittal to the DAS PM listing non-compliance items that pertain to the schedule, and include any/all deficiencies of the progress payment request, which is generated from the cost-loaded schedule. C.A. shall review the CMR's audit report to validate and assess the appropriateness of changes to schedule logic, activities, and durations and provide the DAS PM with an explanation in writing of the impact of the changes on the critical path. If the project schedule updates indicate that milestone dates will not be met, C.A. shall notify and make recommendations in writing to the DAS PM. Assist the DAS PM to prepare monthly schedule responses to the CMR. The C.A. is responsible for verifying that the CMR submits all schedule updates timely, with content specified, and in the form and format required by the CMR contract, and providing a report in writing of any deficiencies to DAS.
  - 1.3.4 Schedule Alerts: The C.A. shall keep the DAS PM alerted and apprised in writing of any items or issues, which are causing, or may cause, an impact on the critical path. To the extent possible, the C.A. will work with the DAS PM to ameliorate any potential adverse impact on the schedule.
  - 1.3.5 Recovery/Acceleration Schedules: If the C.A. believes that the implementation of a recovery or acceleration schedule is appropriate to the project, the C.A. shall so advise the DAS PM. When directed by the DAS PM, the C.A. shall request the recovery or acceleration schedule. In all cases, when a project falls 21 or more calendar days behind the current baseline schedule, a recovery schedule is to be requested from the CMR. The C.A. will review and report in writing on all recovery and acceleration schedules, including increased resource loading, to determine reasonableness and appropriateness to achieve desired result. The CMR is required per the CMR contract to provide cost-loaded and man power loaded recovery schedules when work falls behind the baseline schedule. The C.A. shall analyze and report on the appropriateness of the CMR's recovery schedule including the indicated man power.
  - 1.3.6 Change Orders: Review each change order for schedule impact and provide written statement.

1.3.7 As-Built Schedule: Verify the actual start and finish dates shown on the CMR's final CPM schedule submittal to ensure the as-built schedule accurately shows when work was performed by the CMR and/or trade contractors during execution of the project.

1.3.8 Weather Days Allowance: The C.A. shall track and record weather on a daily basis and determine its impact, if any, upon the current baseline schedule critical path. Based upon its analysis of the weather impact, the C.A. shall advise the DAS PM in writing on the granting or denial of "weather days" when requested by the CMR. With each recommendation granting or denying weather days, the C.A. shall provide a written explanation of the basis of its recommendation.

## 2. Schedule of Values

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

## 3. Periodic Requisition for Partial Payment

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

## 4. Project Meetings

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

- a. Project meetings weekly with the client agency, the State, the architect/engineer, CMR and the Construction Administrator. The actual frequency shall be determined by the DAS Project Manager.
- b. Weekly construction/coordination and review meetings of the Construction Administrator and the CMR.
- c. Daily security review meetings.
- d. All other meetings that State officials may require.

## 5. Supervision and Inspection

The Construction Administrator shall inspect all work of the CMR, subcontractors, and any additional service providers for compliance with the contract documents. The Construction Administrator shall review the shop drawings for compliance with the contract documents without assuming any of the liabilities or responsibilities of the architect/engineer. The

Construction Administrator shall act as the State's liaison with the CMR. It shall assist in understanding the intent of the contract documents. It shall assist in obtaining from the State and the architect/engineer additional details or information when required for proper execution of the work.

- a. The Construction Administrator shall conduct on-site daily inspections and monitor the work in progress to assist the DAS in determining if the work is in general proceeding in accordance with the contract documents.
- b. The Construction Administrator shall coordinate and schedule all special inspections as required by the contract documents. The special inspector/testing lab will be hired by the State.
- c. The Construction Administrator shall report in writing to the DAS whenever any work is unsatisfactory, faulty or defective, or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made, and advise the DAS and the CMR of work that it believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval. The C.A. shall monitor the correction and completion of rejected construction work.
- d. The Construction Administrator shall coordinate and schedule, in the presence of appropriate personnel, all tests, equipment/systems start-ups, and operating/maintenance training. The Construction Administrator shall maintain adequate records thereof, and observe, record, and report in writing to the DAS and the architect/engineer appropriate details relative to the test procedures and start-ups.
- e. The Construction Administrator shall report to the architect/engineer when requests for clarifications and interpretations of the contract documents are needed. The Construction Administrator shall initiate, track, and process all said requests in writing. Clarifications and interpretations issued by the architect/engineer shall be transmitted to the CMR by the Construction Administrator after review thereof by the Construction Administrator and the DAS Project Manager. The Construction Administrator shall monitor, comment on, if necessary, analyze, approve, and coordinate any Requests for Information (RFI's), Construction Change Directives (CCD's), and Change Orders (CO's).
- f. The Construction Administrator shall consider and evaluate the CMR's suggestions for modifications to the drawings or specifications and report its related recommendations to the architect/engineer and the DAS Project Manager. The Construction Administrator shall then transmit to the CMR decisions issued by the architect/engineer.
- g. The Construction Administrator shall review the safety program for the project provided by the CMR. The Construction Administrator shall notify the CMR and the DAS in writing of any deviations from the safety program. The Construction Administrator shall upon seeing an unsafe or threatening situation immediately inform the CMR of the situation for the CMR to take action, and also orally report this situation to the DAS PM.
- h. The Construction Administrator shall coordinate and schedule all inspections as required by the Office of the State Building Inspector and/or the authority having jurisdiction. The special inspector/testing lab will be hired by the State.
- i. The Construction Administrator shall obtain weekly certified payrolls, file the certified payrolls with the monthly payment requisition at the appropriate location at the job site, and periodically monitor the weekly certified payrolls as they apply to the prevailing

wage laws to confirm compliance with the laws, the number of people on site was accurate, and the payments are correct.

- j. The Construction Administrator shall monitor all work of the CMR, subcontractors, and any additional service providers for compliance with the Contract Documents. Coordinate with DAS, the A/E, and the CMR such that construction complies with the Contract Documents and the requirements of DAS and applies regulations and orders.
  - k. The Construction Administrator shall instruct the CMR to promptly correct and complete identified non-conforming construction work. Produce a weekly list of outstanding incomplete or nonconforming construction work.
  - l. The Construction Administrator shall subcontract for and oversee the services of a testing agency to perform pipe weld testing and verify the integrity of the pipe, insulation and jacket as per the requirements set forth in the Construction Documents. The C.A. shall provide the proposed testing agency's credentials for review and approval by the DAS and the Engineer of Record before engaging the testing agency.
6. Documentation, Records, and Reporting
- a. The Construction Administrator shall maintain in an orderly and secure manner at the job site all project files, correspondence, reports of job conferences, shop drawings, samples, meeting minutes, test reports, reproductions of the original contract documents, and all relevant paperwork required to track, monitor, and administrate the contract documents.
  - b. The Construction Administrator shall keep a daily diary or log book recording the CMR's and subcontractors' hours on the job site, weather conditions, deliveries, equipment on the job site, data relative to questions of work-directive changes, data relative to questions of delays, change orders or changed conditions, names of job-site visitors, daily activities, decisions, observations in general, and specific observations in detail as in the case of observing test procedures; and send copies thereof to the architect/engineer.
  - c. The Construction Administrator shall record the names, addresses, and telephone numbers of the CMR, subcontractors, and major suppliers of materials and equipment.
  - d. The Construction Administrator shall maintain a monthly photo log of events of all major activities and all activities that require additional attention. In addition, The Construction Administrator shall take photographs of the work of the CMR as it progresses as digital images of each pipe joint and pipe insulation joint recording the date, location and perspective of the photo and shall turn over to the DAS the memory card(s) for the digital camera at the completion of the project.
  - e. The Construction Administrator shall prepare and provide monthly progress reports to the State, the client agency, and the architect/engineer. Each monthly progress report shall include all items monitored for the past month, an update on construction with reference to meeting the project schedule, an update on the construction budget, and any recommendations by the Construction Administrator for meeting either the project schedule or the construction budget.
  - f. The Construction Administrator shall examine submittals made by the CMR and furnish recommendations to the State concerning material and equipment, and review and report on the CMR's proposals in connection with changes in the construction work. These services are to be performed within five (5) calendar days of receipt of such proposals so as not to delay the work. In the event that the incorporation of an approved substitution into the work will require revisions or additions to the contractual requirements, the

Construction Administrator shall review and monitor all costs of such revisions or additions.

- g. The Construction Administrator shall review and recommend action on CMR's quality assurance plan. The CA shall monitor and maintain records relating to the CMR quality Assurance plan.

#### 7. Change Orders

The Construction Administrator shall review, keep a log of, and monitor all the approval processes for the requests for change orders received from the CMR ensuring the inclusion of all backup material. The Construction Administrator shall review the architect's/engineer's recommendation for any change order. The Construction Administrator shall perform an independent cost estimate and analysis including activity duration and schedule impact regarding the CMR's change order request. The Construction Administrator shall forward its recommendation, along with the architect's/engineer's recommendation, to the State for approval. The C.A. shall prepare change orders and/or Construction Change Directive (CCD) packages for DAS PM's signature.

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

#### 8. Construction Budget

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

#### 9. Project Closeout

The Construction Administrator shall schedule and administer closeout progress meetings with the CMR, A/E, and DAS, to ensure a timely and orderly closeout.

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

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

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

The Construction Administrator shall observe whether all items on the punch list have been completed and make recommendations to the architect/engineer and the DAS concerning acceptance of the work. The Construction Administrator shall monitor the CMR's progress

and upon completion of the CMR's work shall recommend that a final inspection be performed.

The Construction Administrator shall then, in conjunction with the DAS and the A/E, perform a final inspection of the work. Contingent on this final inspection revealing the proper completion of the work, the Construction Administrator shall recommend in writing to the DAS acceptance of the work and final payment to the CMR.

The Construction Administrator shall monitor the collection of all operations and maintenance (O&M) documents and warranties for transmittal to DAS and the user agency. Verify that all required training has been properly completed.

The Construction Administrator shall provide post-construction services and advice to DAS regarding the Project.

The Construction Administrator shall manage and expedite the CMR's submittals for record drawings. Coordinate and expedite transmittal of turnover project record files to DAS.

The Construction Administrator shall conduct a turnover meeting to obtain all required sign-offs.

The Construction Administrator shall coordinate with Department of Correction for occupant moves during the construction phase.

The Construction Administrator shall prepare the form for "Certificate of Acceptance" for DAS PM's signature.

The Construction Administrator shall process the CMR's request for final payment upon verification that project is complete and that all required closeout items are complete.

The Construction Administrator shall deliver the C.A. project records to DAS, cataloged and organized and filed in accordance with DAS' standard filing system and ensure that the CMR's project records are delivered to DAS complete, properly cataloged, organized, and filed.

In the event that open items, claims, etc., remain after close out, and if requested by DAS PM, the Construction Administrator shall provide such assistance as requested.

Submit to the DAS electronically all photographic documentation of pipe installation, welds and jacketing at the end of the project. All photographs shall be properly labelled to identify the location and date of the subjects identified in the photographs.

#### 10. Payments to CMR

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

#### 11. Claims and Disputes

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

- a. Administer the construction contract fairly and in accordance with the contract terms and conditions.
  - b. Identify potential problems, evaluate the conditions involved, and coordinate with the CMR and the architect/engineer to prevent or minimize problems.
  - c. Refute promptly, in writing, any written statements by the CMR that are not correct.
  - d. Keep in a separate file complete documentation of claims or potential claim activities.
  - e. Provide all relevant information, make written recommendations on the validity of claims, provide costs analysis, and provide support to the State, the DAS Project Manager, the Attorney General, and outside counsel, as required, within the duration of this contract.
12. The Construction Administrator covenants and agrees that it shall perform its services under this contract in accordance with the standards and practices of its profession.

13. Nonperformance

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

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

14. Force Majeure

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

15. Waivers

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

16. Severability

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



**EXHIBIT B**

**York Correctional Central Plant and  
Distribution System  
201 West Main St.  
Niantic, Connecticut  
Project Number: BI-JA-465  
Contract Number: BI-JA-465-CA-2**

The total fee for the Construction Administrator shall be:

**Two Million Eight Hundred Forty Five Thousand Four Hundred Ten Dollars \$2,845,410.00**

and shall be paid as indicated below for the completion of the work specified when previously authorized in writing, and after the related work has been accepted by DAS. Said fee includes all subconsultants' fees and the Construction Administrator's overhead and profit.

Notwithstanding the above, if the Construction Phase Time is less than 803 calendar days, then the total fee and the amount in sub-section F.1 below shall be reduced by \$2,453.36 per day for each calendar day that the project duration is reduced.

- A. Pre-design Phase: **Not Applicable**  
**Zero Dollars (\$0.00)**
- B. Schematic Design Phase: **Not Applicable**  
**Zero Dollars (\$0.00)**
- C. Design Development Phase: **Not Applicable**  
**Zero Dollars (\$0.00)**
- D. Contract Documents Phase:  
**Thirty Nine Thousand Two Hundred Fifty Four Dollars (\$39,254.00)**
- E. Procurement Phase (Trade Bids and Guaranteed Maximum Price):  
**One Hundred Fifty One Thousand Four Hundred Sixty Five Dollars (\$151,465.00)**
- F. Construction Phase Sum:  
**Two Million Sixty Thousand Five Hundred Thirty Eight Dollars (\$2,060,538.00)**

1. Construction (90%): <b>One Million Eight Hundred Fifty Four Thousand Four Hundred Eighty Four</b>	<b>Dollars</b>	<b>(\$1,854,484.00)</b>
2. Project Closeout and Record Drawings (5%): <b>One Hundred Three Thousand Twenty Seven</b>	<b>Dollars</b>	<b>(\$103,027.00)</b>
3. Commissioner's Discretion upon acceptance of Certification of the Final Application for Payment (5%): <b>One Hundred Three Thousand Twenty Seven</b>	<b>Dollars</b>	<b>(\$ 103,027.00)</b>

### G. Commissioning

The fee for the Commissioning Agent services shall be **One Hundred Fifty Eight Thousand One Hundred Ninety Three Dollars (\$158,193.00)** and shall be paid as indicated below for the completion of the work specified when previously authorized in writing, and after the related work has been accepted by DAS. Said fee includes all subconsultants' fees and the Construction Administrator's overhead and profit.

1. Pre-design Phase activities and submission of the Pre-design Commissioning Report:		N/A
2. Submission of Owner's Project Requirements Document:		N/A
3. Design Phase activities and submission of the Design Phase Commissioning Report:		N/A
4. Submission of the Commissioning Plan: <b>Two Thousand Fifty</b>	<b>Dollars</b>	<b>(\$2,050.00)</b>
5. Construction Phase commissioning activities: <b>One Hundred Thirty Six Thousand Eight Hundred Three</b>	<b>Dollars</b>	<b>(\$136,803.00)</b>
6. Pre-occupancy Phase activities and submission of the Pre-occupancy Commissioning Report: <b>Six Thousand Three Hundred Forty</b>	<b>Dollars</b>	<b>(\$6,340.00)</b>
7. Post Occupancy Phase:		
1. Post Occupancy commissioning activities: <b>Six Thousand Five Hundred Dollars</b>		<b>(\$6,500.00)</b>
2. Final Commissioning Report: <b>Six Thousand Five Hundred</b>	<b>Dollars</b>	<b>(\$6,500.00)</b>
<b>Total Commissioning Fee:</b>		<b><u>\$158,193.00</u></b>

### H. Testing Firm:

The Construction Administrator is authorized to engage the services of a testing firm to perform pipe weld testing and verify the integrity of the pipe, insulation and jacket as per the requirements set forth in the construction documents. The testing firm shall meet all the requirements set forth in the project manual and as recommended by the Engineer of Record. DAS reserves the right to review the credentials of the firm suggested by the Construction Administrator and accept or not accept the firm.

1. Construction Phase Pipe Testing (**allowance- not to exceed**):  
**Four Hundred Thirty Five Thousand Nine Hundred Sixty Dollars (\$435,960.00)**

Said fee includes all subconsultants' fees and the Construction Administrator's overhead and profit.

The first payment under Section D above shall be paid after fifty percent (50%) of the related phase work has been completed, as determined by DAS, and DAS has accepted such work. The final payment under such section shall be made after the related phase work has been completed and accepted by DAS.

The payment under Section E above shall be made upon the completion of the procurement process and acceptance by DAS.

Ninety percent (90%) of the Construction Phase Sum under **Section F** above shall be paid in equal monthly installments based upon the Construction Phase Time. The monthly payments under sub-section F.1 above shall be reduced as soon as it is known that the Construction Phase Time will be less than 803 days. An additional 5% of the Construction Phase Sum shall be payable upon both (1) completing project closeout as required by the General Conditions and the General Requirements of the Contract for Construction and (2) the receipt of record drawings.

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

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

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

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

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

**EXHIBIT C**  
**COMMISSIONING AGENT SCOPE OF WORK**

The Construction Administrator shall provide systems commissioning services and is hereby authorized to engage the services of **BVH Integrated Services, P.C., 206 West Newberry Road, Bloomfield, CT 06002**, as Commissioning Agent (CxA) in order to perform the duties as outlined below for this project. The CxA may not be changed without DAS' prior written approval.

The CxA shall be an integral part of the project team that includes the architect/engineer of record, DAS project management staff, the construction administrator, and the construction manager.

The CxA shall furnish a principal commissioning agent, project manager, engineers, architects and other personnel as required to perform the work.

The CxA or its staff designated for this project shall satisfy the following requirements:

1. Has acted as the principal Commissioning Agent for at least three projects of relative size and complexity to this Project over the past three (3) years.
2. Has had recent extensive experience with sustainable design and construction projects, specifically LEED projects.
3. Possesses extensive knowledge in building operation and maintenance training.
4. Possesses extensive experience with operation and trouble shooting of heating/ventilation/air conditioning (HVAC) systems, district energy systems and energy management systems.
5. Is knowledgeable in testing and balancing of various media systems.
6. Has experience with high performance system design and HVAC control strategy optimization.
7. Possesses excellent verbal and written communication skills; is highly organized; and is able to interact effectively with design professionals, owner and contractor's project management staff as well as technicians and tradesmen.
8. Has extensive experience in writing commissioning specifications.
9. Has staff designated for this project who are licensed by the State of Connecticut as Professional Engineers in mechanical or electrical engineering. Trade and contracting licensure is also desirable.
10. The Commissioning Agent staff shall be certified in building commissioning by the Building Commissioning Association or the Association of Energy Engineers.

The CxA scope of services shall include, but not be limited to, the following summary of tasks. The Commissioning Agent (CxA) shall provide all commissioning services for this project in accordance with the requirements of *ASHRAE Guideline 0-2005 and NIBS Guideline 3-2012.*

These guidelines and provisions are incorporated herein by reference and shall be as binding upon the parties to this contract as though fully set forth herein.

Additional Staff: The CxA shall assign staff as appropriate for this project, as determined by mutual agreement of the CxA, CA and DAS, who are licensed by the State of Connecticut as Professional Engineers in mechanical or electrical engineering.

**The Commissioning Process activities accomplished by the CxA during the Construction Phase include:**

1. Organize the Commissioning Process components and conduct a pre-bid and pre-construction meeting to review the commissioning requirements with the complete Commissioning Team.
2. Organize and conduct periodic commissioning team meetings necessary to plan, develop the scope of, coordinate, and schedule activities and resolve problems.
3. Reviews submittals concurrent with the design team's review. Analyze and critique mock-ups.
4. Develop specific test procedures, direct the execution of the tests by the contractors, and document the results of the tests.
  - a. These functional test procedures shall provide a detailed procedure of how the system shall be tested and a record sheet for recording the test results.
  - b. The test procedures shall be as explicit and exact as possible to ensure that the test can be easily repeated by more than one tester and the same results obtained
5. Document the correction and retesting of noncompliant items by the contractors.
6. Develop pre-functional test Checklists and Verification of Completion forms for all equipment to be commissioned.
7. Work with contractors in completing Checklists and Verification forms. Track Checklist and Verification form completion.
8. Develop and implement a Quality Based Sampling plan to verify proper completion of all testing requirements.
9. Review contractor's Construction Checklists to verify that contractor's quality process is achieving the Owner's Project Requirements.
10. Review the Systems Manual for achieving the Owner's Project Requirements.
11. Review, pre-approve, and verify the training provided by the contractors.
12. Verify delivery of the Systems Manual.
13. Prepare a Construction Phase Commissioning Report.

**The Commissioning Process activities accomplished by the CxA during the Pre-Occupancy Phase include:**

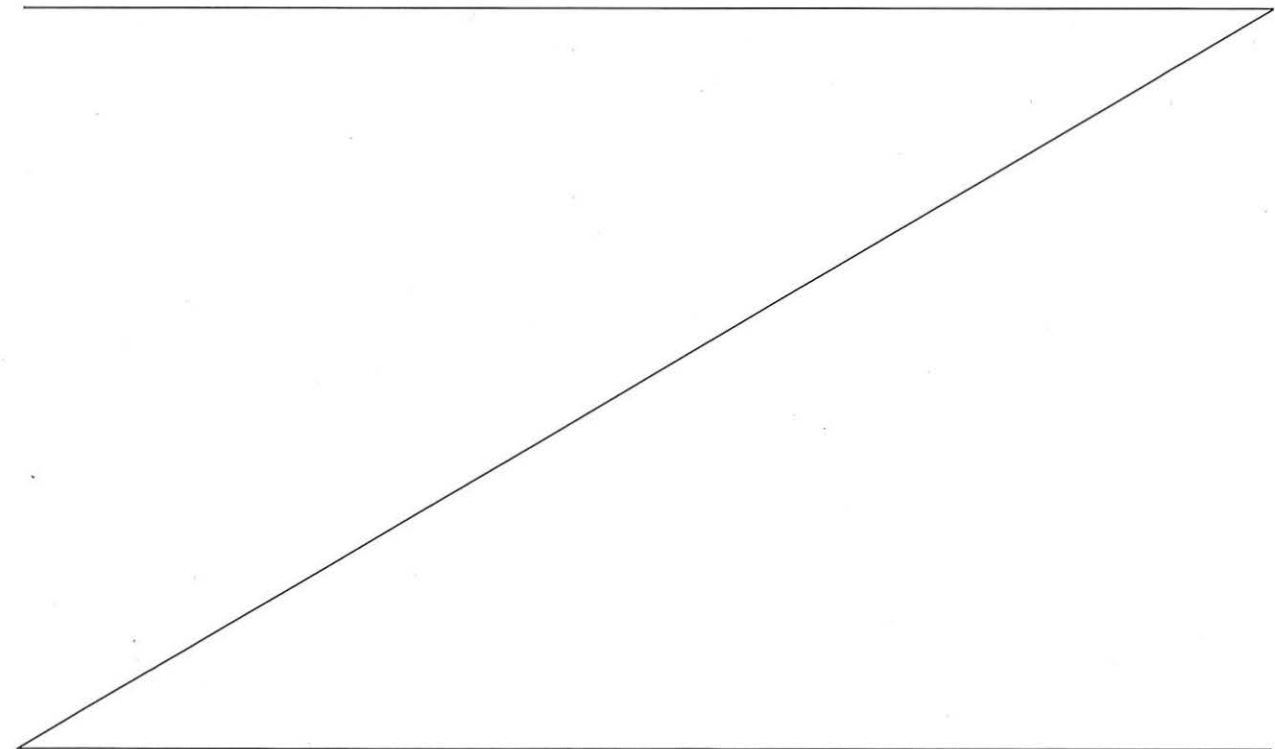
1. Schedule and verify deferred and seasonal testing by the contractors.
2. Verify continuing training.
3. Review the warranties with the operations and maintenance staff.
4. Prepare a Pre-Occupancy Commissioning Report.

**The Commissioning Process activities accomplished by the CxA during Post-Occupancy Phase include:**

1. Analyze one year of occupied energy use data against the design energy model.
2. Document any adjustments made to equipment or building operations.
3. Conduct a post-occupancy survey of the building occupants
4. Prepare a Post-Occupancy Commissioning Report

**Systems to be provided with functional testing procedures shall include, but are not limited to, the following systems. It is incumbent on the CxA to provide for all building systems in the project including but not limited to:**

1. All air handling units and associated heating and cooling coils, etc.
2. All humidifiers
3. All exhaust fans
4. All return fans
5. All variable air volume (VAV) terminal units and associated reheat coils
6. All lab terminal units (supply and exhaust) and associated reheat coils
7. Chillers and all associated chilled water and condenser water pumps, etc.
8. Boiler, boiler combustion air fan, and all associated pumps, tanks, condensate pumps, etc.
9. All heat exchangers and associated pressure relief valves (PRVs)
10. Cooling towers
11. Chilled water distribution systems
12. Hot water heating distribution systems
13. Computer room air conditioning units and associated split system condensers
14. All unit heaters, cabinet heaters, etc.
15. Building automation and Direct Digital Controls and system interlocks
16. Emergency generator and associated transfer panels
17. Lighting control systems
18. Fire protection systems and equipment; fire alarm system interfaces with HVAC systems
19. Security Systems
20. Telecommunications Systems
21. Integrated life safety systems, alarms and devices



# ATTACHMENT



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

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

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

### PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

### CONTRACT CONSEQUENCES

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."



## DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.