

**CONTRACT CHECKLIST**

This Contract Checklist must be a separate attachment for all contract types in the CO-CT Procurement Contracts module. Contract types include, but are not limited to BU award, Construction, Grant, Loan, MOU, PDS, PSA, Rental Lease, Rights of Way, and Statutory Contractual Services.

Please check applicable box below.

Only relevant pages listed below attached/scanned.

Contract pages attached, enter the PDP page numbers below.

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

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

Contract rider

Budget/Funding sheet

Subcontractor information, if applicable

Signature page(s)

Summary Sheet for Contract Amendment attachments should include the following:

Amendment face sheet

Additional changes to the contract

Updated signature page(s)

STATE OF CONNECTICUT  
DEPARTMENT OF ADMINISTRATIVE SERVICES

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

This contract is entered into this 1st day of May, 2019, by and between the State of Connecticut, hereinafter called the "State," acting herein by its Commissioner or designee, duly authorized, of the Department of Administrative Services (DAS), under the provisions of Sections 4-8, 4b-1, 4b-1b, 4a-1, 4a-2, and 4b-3 of the Connecticut General Statutes, as revised and/or amended, and

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

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

**Berkshire Hall Conversion to Student Center Phase 1:  
New Food Service Dining Facilities  
Western Connecticut State University  
Midtown Campus  
Danbury, Connecticut**

Project Number: CF-RD-303  
Contract Number: CF-RD-303-CA

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

**I. GENERAL**

- A. The CA 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, CA, and other persons or entities employed by the State.
- B. The CA 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 CA shall not have any conflicts of interest. The CA 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 CA is prohibited from accepting gratuities of any kind from any persons seeking work associated with this contract.
- C. The CA 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 CA 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.

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. 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. 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). The CA 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.
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.
10. Attend and participate in all pre-bid conferences.
11. Attend bid openings and participate in clarifying and answering all questions during bidding.
12. Review of subcontractors' bid proposals and qualifications.
13. Review supporting documentation from CMR on all bid packages and buy-out plan.
14. Review CMR's recommendation for award and purchasing requests.
15. Provide recommendations in the development of the GMP.
16. 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.
17. Participate in any other related meetings and activities as required during the development of the GMP.

## H. CONSTRUCTION PHASE SERVICES

### DUTIES AND SERVICES:

The Construction Administrator's construction phase services shall be for a **time period of five hundred forty eight (548) 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 CA 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

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

Attested by:

State of Connecticut

Cathy E. Phelps  
Witness

Print name: CATHY E. PHELPS

[Signature]  
Witness

Print name: JENNA PADULA

By: [Signature]  
Joseph V. Cassidy  
Director of Project Management  
Department of Administrative Services

Date signed: 5/1/19

Attested by:

AI Engineers, Inc.

[Signature]  
Witness  
Print name: LISA C. ROCKSTON

By: [Signature]  
Print name: Rohit Pradhan

Cathy E. Phelps  
Witness

Print name: CATHY E. PHELPS

Its Senior Vice President, duly authorized

Date signed: May 01, 2019

Approved as to form:  
[Signature]  
Assistant Deputy Attorney General  
Print name: Joseph Rubin

Date signed: 5/16/19

**EXHIBIT B**

**Berkshire Hall Conversion to Student Center Phase 1:  
New Food Service Dining Facilities  
Western Connecticut State University  
Midtown Campus  
Danbury, Connecticut  
Project CF-RD-303**

The total fee for the Construction Administrator shall be:

One Million Twenty-One Thousand Two Hundred Fifty Dollars **\$1,021,250.00**

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.

A. Pre-design Phase:

Eighteen Thousand Two Hundred Eighty Dollars **\$18,280.00**  
(Includes \$7,312.00 for Pre-Design and \$10,968.00 for Preliminary Evaluation)

B. Schematic Design Phase:

Eighteen Thousand Two Hundred Eighty Dollars **\$18,280.00**

C. Design Development Phase:

Thirty-Nine Thousand Four Hundred Sixty Dollars **\$39,460.00**

D. Contract Documents Phase:

Ninety-Eight Thousand One Hundred Twenty Dollars **\$98,120.00**

E. Procurement Phase (Trade Bids and Guaranteed Maximum Price):

Twenty-Two Thousand Eight Hundred Eighty Dollars **\$22,880.00**

F. Construction Phase Sum:

1. Construction (90%):  
Six Hundred Fifty Thousand Seven Dollars **\$650,007.00**

2. Project Closeout and Record Drawings (5%):  
Thirty-Eight Thousand One Hundred Eleven and 50/100 Dollars **\$38,111.50**

3. Commissioner's Discretion upon acceptance of Certification of the Final Application for Payment (5%):  
 Thirty-Six Thousand One Hundred Eleven and 50/100 Dollars \$36,111.50

G. DAS Contingency Allowance  
 Twenty Thousand Dollars \$20,000.00  
 (To be used at DAS's discretion)

H. Mechanical, Electrical, Plumbing (MEP) Commissioning

The fee for the MEP Commissioning Agent services shall be Fifty-Five Thousand Five Hundred Forty Dollars (\$55,540.00) 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:<br>Two Thousand Seven Hundred Seventy-Five Dollars      | (\$2,775.00)       |
| 2. Submission of Owner's Project Requirements Document:<br>Three Thousand Three Hundred Thirty-Five Dollars                                   | (\$3,335.00)       |
| 3. Design Phase activities and submission of the Design Phase Commissioning Report<br>Eight Thousand Three Hundred Thirty Dollars             | (\$8,330.00)       |
| 4. Submission of the Commissioning Plan:<br>One Thousand Six Hundred Sixty-Five Dollars   | (\$1,665.00)       |
| 5. Construction Phase commissioning activities:<br>Sixteen Thousand Six Hundred Sixty-Five Dollars  | (\$16,665.00)      |
| 6. Pre-occupancy Phase activities and submission of the Pre-occupancy Commissioning Report:<br>Seventeen Thousand Two Hundred Fifteen Dollars | (\$17,215.00)      |
| 7. Post Occupancy Phase:  |                    |
| 1. Post Occupancy commissioning activities:<br>Four Thousand Seven Hundred Five Dollars   | (\$4,705.00)       |
| 2. Final Commissioning Report:<br>Eight Hundred Fifty Dollars   | (\$850.00)         |
| <b>Total MEP Commissioning Fee</b>  | <b>\$55,540.00</b> |

## I. Building Envelope Commissioning

The fee for the Building Envelope Commissioning Agent services shall be Twenty-Four Thousand Four Hundred Sixty Dollars (\$24,460.00) 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: One Thousand Two Hundred Twenty-Five Dollars	(\$1,225.00)
2. Submission of Owner's Project Requirements Document: One Thousand Four Hundred Seventy Dollars	(\$1,470.00)
3. Design Phase activities and submission of the Design Phase Commissioning Report: Three Thousand Four Hundred Twenty-Five Dollars	(\$3,425.00)
4. Submission of the Commissioning Plan: Seven Hundred Thirty-Five Dollars	(\$735.00)
5. Construction Phase commissioning activities: Seven Thousand Five Hundred Eighty Dollars	(\$7,580.00)
6. Pre-Occupancy Phase activities and submission of the Pre-Occupancy Commissioning Report: Seven Thousand Five Hundred Eighty Dollars	(\$7,580.00)
7. Post Occupancy Phase:	
a. Post Occupancy commissioning activities: Two Thousand Seventy-Five Dollars	(\$2,075.00)
b. Final Commissioning Report: Three Hundred Seventy Dollars	(\$370.00)
<b>Total Building Envelope Commissioning Fee</b>	<b>\$24,460.00</b>

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

Each first payment under Sections C and 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. Each final payment under such sections 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. An additional 5% of the Construction