

STATE OF CONNECTICUT
DEPARTMENT OF CONSTRUCTION SERVICES

STANDARD FIXED-FEE ARCHITECT'S CONTRACT

PROJECT NUMBER: BI-RS-225B
CONTRACT NUMBER: BI-RS-225B-ARC

This contract for professional services herein designated in connection with the project entitled
Additions and Renovation to Buley Library – Phase 2
Southern Connecticut State University
New Haven, Connecticut

is entered into this ^{20th} day of January, 2012, by and between the State of Connecticut, hereinafter called the State, acting herein by its Commissioner of the Department of Construction Services (DCS), under the provisions of Sections 4-8 and 4b-1 of the Connecticut General Statutes, as revised and/or amended, and

OakPark Architects LLC
312 Park Road
West Hartford, CT 06119

hereinafter called the Architect;

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

1. The Architect shall provide professional services for the project in accordance with Exhibit A, which is attached hereto and made a part hereof, and the "Terms and Conditions of Contract between State and Architect," Department of Construction Services Form CS-3A dated February 3, 1998, and last revised December 13, 2011, which document is attached hereto as Attachment 1 and made a part hereof.
2. The Architect's total fee of One Million Seven Hundred Seventeen Thousand Seven Hundred Forty Dollars (\$1,717,740.00) shall be paid as indicated below, and such other work as described in Section II of Exhibit A, which exhibit is attached hereto and made a part hereof, for the completion of the work specified when previously authorized in writing:
 - A. Schematic Design Phase: One Hundred Forty-five Thousand Dollars (\$145,000.00);
 - B. Design Development Phase: One Hundred Fifty Thousand Dollars (\$150,000.00);
 - C. Contract Documents Phase: Six Hundred Thousand Dollars (\$600,000.00);
 - D. The Architect shall be paid a sum of One Hundred Forty-nine Thousand Dollars (\$149,000.00) after the documents to be provided in the contract documents phase are bid by the Department of Construction Services and the Architect's duties for the bidding phase have been completed to the Department of Construction Services' satisfaction, or when the State's construction contract with the general contractor is signed. If neither occurs, this amount will not be earned and paid.
 - E. In the event the State approves and allocates funds for construction, a sum of Four Hundred Forty-nine Thousand Dollars (\$449,000.00) shall be paid to the Architect for construction administration services, if such administration is requested by the Department of Construction Services. This sum includes the costs of services of any clerical and/or technical assistants working in the Architect's office or in the field. Said sum, less the amount stated in subsection E. 1 below, shall be paid in equal monthly installments, based upon the construction contract time, until payment reaches 90% of the construction administration sum, less the amount stated in subsection E.1 below. An additional 5% of the construction administration sum, less the amount stated in subsection E. 1 below, shall be payable upon (1) completing project close out 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 administration sum, less the amount stated in subsection E.1. below, shall be payable upon Certification of the Final Application for Payment.

The duties of the Architect for said construction administration are as indicated in Article VII of the "Terms and Conditions of Contract between State and Architect."

In the event the Commissioner of the Department of Construction Services, hereinafter called the "Commissioner," determines that the Architect 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 administration services. The equal monthly installment payments can be readjusted to a percentage commensurate with the level of the Architect's actual improvement of performance of construction administration services. The issue of the Architect'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 administration sum, less the amount stated in subsection E. 1 below. An additional 5% of the construction administration sum, less the amount stated in subsection E. 1 below, shall be payable upon (1) completing project close out 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 administration sum, less the amount stated in subsection E. 1 below, shall be payable upon Certification of the Final Application for Payment.

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

E. 1. The Architect shall be paid a sum of N/A Dollars (\$N/A) after (i) satisfactory completion of the commissioning process (which is defined as the submission of the Post Occupancy Commissioning Report as described in the DCS Capital Projects High Performance Buildings Guidelines) and (ii) receipt by the DCS of one (1) copy of the submitted LEED certification packet sent to the U.S. Green Building Council. If both of these do not occur, this amount will not be earned.

It is understood that the Architect's total fee hereinbefore mentioned in paragraph 2 shall be reduced by the sum hereinbefore mentioned in subparagraph 2E if construction administration is not requested, and, conversely, shall be increased by any payments that the State shall be obligated to make pursuant to the provisions of Article V and Section C of Article VII of the "Terms and Conditions of Contract between State and Architect." Said total fee shall also be subject to reduction pursuant to the provisions of the third paragraph of Section D of Article V of the "Terms and Conditions of Contract between State and Architect." It is also understood that a reasonable adjustment in said total fee shall be made by the Commissioner of DCS, hereinafter called the "Commissioner," in the event of termination or suspension, as provided in Articles VIII and IX of the "Terms and Conditions of Contract between State and Architect."

3. The Architect shall provide the work pursuant to the following phases within the time periods specified below or, at the option of the Department of Construction Services, within extended periods to be determined by the Department if the Department is of the opinion that such extensions are warranted and if the Department evidences its consent to such extensions in writing. The Architect shall not commence any phase work under the contract until the Architect receives written authorization to proceed from the DCS Project Manager.
 - A. Schematic Design Phase: 60 calendar days after receipt of written notice to proceed;
 - B. Design Development Phase: 65 calendar days after receipt of written notice to proceed;
 - C. Contract Documents Phase: 120 calendar days after receipt of written notice to proceed.
4. The Architect's design shall be based on a total construction budget of Eighteen Million Seven Hundred Thousand Dollars (\$18,700,000.00).
5. The scope of professional services to be provided by the Architect under this contract is set forth in Exhibit A.
6. The Architect shall submit the following materials for review and approval:
 - A. Schematic Design Phase: 6 sets of full-size drawings, 2 sets of half-size drawings; 6 sets of specifications; and 1 sets of detailed cost estimates;
 - B. Design Development Phase: 6 sets of full-size drawings, 2 sets of half-size drawings; 6 sets of specifications; and 1 sets of detailed cost estimates;

- C. Contract Documents Phase: 6 sets of full-size drawings, 4 sets of half-size drawings; 6 sets of specifications; and 1 sets of detailed cost estimates.
7. The Architect shall develop drawings for this project using computer aided drafting software fully compatible with an AutoCAD version as approved in writing by the Department of Construction Services. After the documents to be provided are approved by the Department of Construction Services, and at a time specified by the Department of Construction Services, the Architect shall submit an electronic copy of all drawings in a format approved by DCS. Upon completion of construction of the project, the Architect shall submit a revised electronic copy utilizing the most recently recognized format of the National CAD Standard basic format to reflect as-built conditions. All AutoCAD documentation related to a project shall be of a single media type. All the work called for in this paragraph shall be provided by the Architect at no additional cost to the State.
 8. The following provisions modify the "Terms and Conditions of Contract between State and Architect": N/A
 9. 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.
 10. 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 Architect 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.
 11. Approval of State Properties Review Board As provided in Connecticut General Statutes Section 4b-23(l), it is essential for the Architect contracting with the Department of Construction Services to understand that the approval of the State Properties Review Board must be granted before the Architect's contract can begin. By providing service without a properly executed contract, the Architect accepts the risk that payment will not be made by the State of Connecticut.
 12. Approval of the Attorney General's Office This contract shall take effect when it is approved as to form by the Attorney General of the State of Connecticut, the Deputy Attorney General of the State of Connecticut, or an Associate Attorney General of the State of Connecticut.

IN WITNESS WHEREOF, the State, acting herein by its Commissioner of the Department of Construction Services, and the Architect have executed this contract.

Attested by:

Cheryl Benoit
Witness Cheryl Benoit

State of Connecticut

By [Signature]
Pasquale J. Salemi
Its Deputy Commissioner
of the Department of Construction Services

Karin J. Kopetz
Witness Karin J. Kopetz

Date signed: 1-20-12

Attested by:

Jo Ann Szela
Witness JO ANN SZELA
[Signature]
Witness ROBERT W PRENTICE

OakPark Architects LLC

By Marie A. Welch
MARIE A. WELCH
Its MEMBER, Duly Authorized

Date signed: 1/18/2012

Approved as to form:

[Signature]
ASSOC. ATTY. GENERAL Attorney General

Date signed: 1/27/12