

STATE OF CONNECTICUT  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
DIVISION OF CONSTRUCTION SERVICES

STANDARD FIXED-FEE ARCHITECT'S CONTRACT

PROJECT NUMBER: BI-CTC-488  
CONTRACT NUMBER: BI-CTC-488-ARC

This contract for professional services herein designated in connection with the project entitled

New Manufacturing Technology Center  
Asnuntuck Community College  
170 Elm Street, Enfield, CT 06082

is entered into this 30<sup>th</sup> day of January, 2015, by and between the State of Connecticut, hereinafter called the State, acting herein by its Commissioner of the Department of Administrative Services (DAS), Division of Construction Services (DCS), under the provisions of Sections 4-8, 4b-1, 4b-1b, 4a-1, 4a-1a, 4a-2, and 4b-3 of the Connecticut General Statutes, as revised and/or amended, and

Moser Pilon Nelson, Architects, LLC  
30 Jordan Lane  
Wethersfield, CT 06109

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 Administrative Services, Division of Construction Services, Form CS-3A dated February 3, 1998, and last revised August 27, 2013, which document is attached hereto as Attachment 1 and made a part hereof.
2. The Architect's total fee of **One Million Six Hundred Thirteen Thousand Three Hundred Eighty-one Dollars (\$1,613,381.00)** 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 Ninety-five Thousand Nine Hundred Seventy-two Dollars (\$195,972.00)**;
  - B. Design Development Phase: **Two Hundred Sixty-one Thousand Two Hundred Ninety-seven Dollars (\$261,297.00)**;
  - C. Contract Documents Phase: **Three Hundred Ninety-one Thousand Nine Hundred Forty-five Dollars (\$391,945.00)**;
  - D. The Architect shall be paid a sum of **Sixty Five Thousand Three Hundred Twenty-five Dollars (\$65,325.00)** after the documents to be provided in the contract documents phase are bid by the Department of Administrative Services, Division of Construction Services, and the Architect's duties for the bidding phase have been completed to the Department of Administrative Services, Division 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 **Three Hundred Ninety-one Thousand Nine Hundred Forty-five Dollars (\$391,945.00)** shall be paid to the Architect for construction administration services, if such administration is requested by the Department of Administrative Services, Division 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 Administrative Services, Division 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 **Twenty Thousand Dollars (\$ 20,000.00)** after (i) satisfactory completion of the commissioning process (which is defined as the submission of the Post Occupancy Commissioning Report as described in the DPW 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.~~ *MAC ROB*

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."

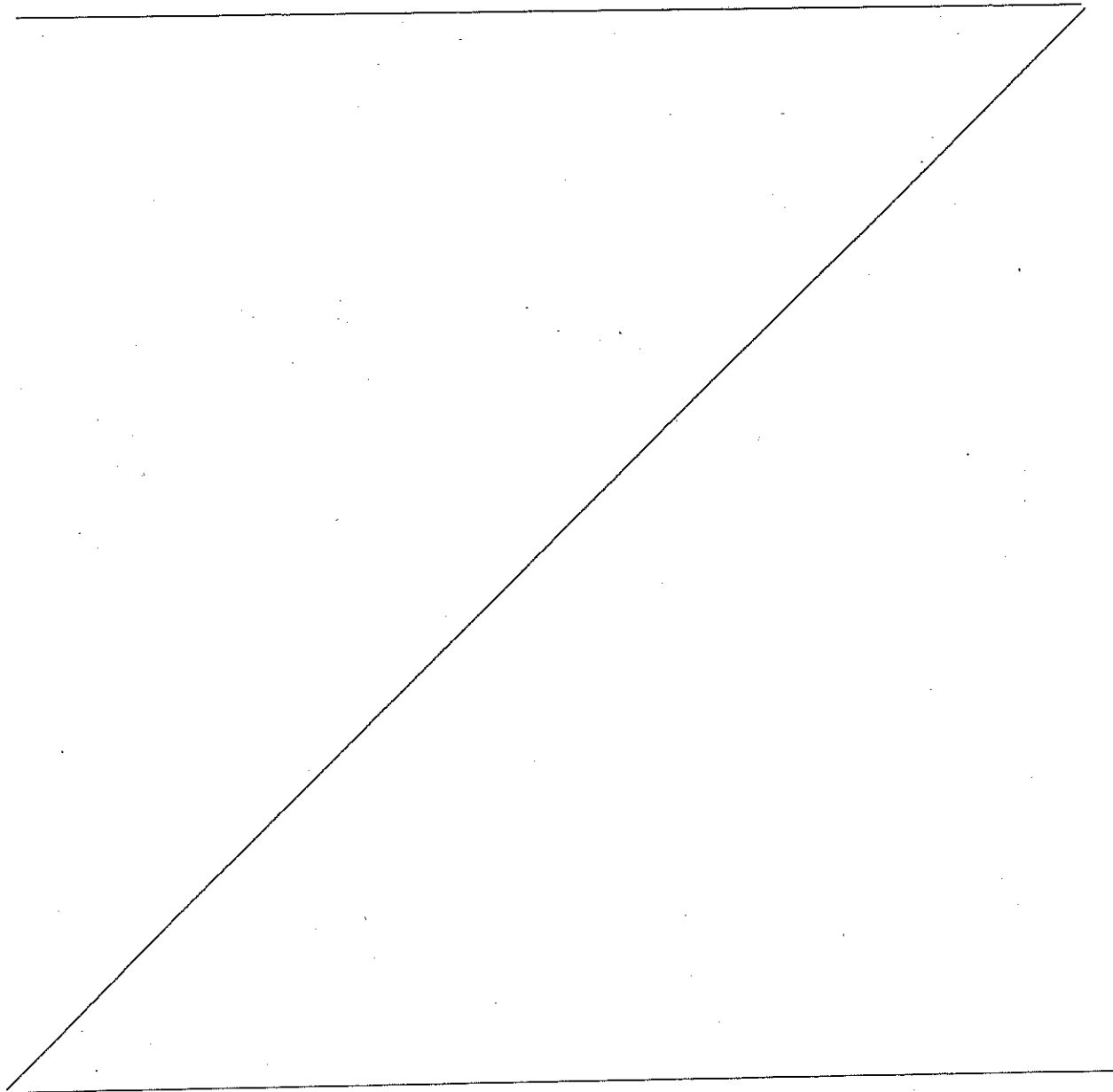
3. The Architect shall provide the work pursuant to the following phases within the time periods specified below or, at the option of the Department of Administrative Services, Division of Construction Services, within extended periods to be determined by the Department if the Department is of the opinion 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: **Thirty (30)** calendar days after receipt of written notice to proceed;

- B. Design Development Phase: **Ninety (90)** calendar days after receipt of written notice to proceed;
- C. Contract Documents Phase: **One Hundred Twenty (120)** calendar days after receipt of written notice to proceed.
- D. Pre-design Study Phase: **Fifty-one (51)** calendar days after receipt of written notice to proceed:
4. The Architect's design shall be based on a total construction budget of **Fifteen Million Eight Hundred Eight Thousand Six Hundred Sixty-six Dollars (\$15,808,666.00)**.
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: **Four (4)** sets of full-size drawings, **Two (2)** sets of half-size drawings; **Six (6)** sets of specifications; **Two (2)** copies in AutoCAD drawings and micro-soft word electronic compact disk format and **Four (4)** sets of detailed cost estimates;
- B. Design Development Phase: **Four (4)** sets of full-size drawings, **Two (2)** sets of half-size drawings; **Six (6)** sets of specifications; **Two (2)** copies in AutoCAD drawings and micro-soft word electronic compact disk format and **Four (4)** sets of detailed cost estimates;
- C. Contract Documents Phase: **Four (4)** sets of full-size drawings, **Two (2)** sets of half-size drawings; **Six (6)** sets of specifications; **Two (2)** copies in AutoCAD drawings and micro-soft word electronic compact disk format and **Four (4)** 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 Administrative Services, Division of Construction Services. After the documents to be provided are approved by the Department of Administrative Services, Division of Construction Services, and at a time specified by the Department of Administrative Services, Division 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":
- A. Sections B and C of Article VI are hereby amended to additionally require the Architect to submit, at times determined by DCS, one set of progress drawings and specifications completed to a stage satisfactory to DCS.
- B. Section C of Article IV is amended as follows: Each of the said amounts in subparagraphs 2B and 2C of the contract shall be paid in two equal installments. Each first installment shall be paid after the submission by the Architect and acceptance by DCS of the related aforementioned set of progress drawings and specifications. Each second installment shall be paid after the Architect has submitted all the related phase work and such work has been accepted by DCS.
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(i), it is essential for the Architect contracting with the Department of Administrative Services, Division 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 Administrative Services, Division of Construction Services, and the Architect have executed this contract.

Attested by:

State of Connecticut

E. Choquette  
Witness Erin Choquette

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

Debra S. Arrieta  
Witness Debra S. Arrieta

Date signed: 1/30/15

Attested by:

Moser Pilon Nelson, Architects, LLC

Christine Tessman  
Witness Christine Tessman  
Print name:

By Richard B. Brown  
Print name: RICHARD B. BROWN  
Its MEMBER, Duly Authorized.

Daniel Tuttle  
Witness  
Print name: DANIEL TUTTLE

Date signed: JAN. 30, 2015

Approved as to form:

Joseph Rubin  
ASSOC. ATTY. GENERAL Attorney General  
Joseph Rubin

Date signed: 2/5/15

## EXHIBIT A

New Manufacturing Technology Center  
Asnuntuck Community College  
170 Elm Street, Enfield, CT 06082  
Project No. BI-CTC-488  
Contract No. BI-CTC-488-ARC

### Section I

The scope of professional services to be provided by the Architect under this contract consists of providing the services called for in the contract in connection with the following construction work:

The Architect shall design, and create complete and accurate contract documents for, the construction of a New Manufacturing Technology Center building, which shall provide up to approximately 27,000 gross square feet of new building educational and support areas for part time and full time college level students, adult continuing education learners, adult workforce retraining participants as well as middle and high school children. The project shall comply with State and Life Safety Codes for these occupancy classifications as well as all federal accessibility requirements. The new building will include areas of new expanded educational space for electro-mechanical technology laboratory, additive manufacturing technology laboratory, CNC machining technology laboratory, metrology technology laboratory, other related technology laboratory and support, computer labs/educational rooms, SMART Room educational learning classrooms, faculty offices, administrative spaces as well as associated building support spaces such as rest rooms, mechanical and building circulation. The redevelopment of the existing site related to the addition of the new building is part of the project and Architect's scope of services. This redevelopment will require addressing the relocation of displaced parking at a one to one ratio parking space replacement as well as improvements in vehicular and pedestrian circulation, including a new access vehicle circulation drives. The construction is to be completed in one phase, and all project work shall take place while the campus remains fully functional and maintaining complete student and faculty occupancy.

In addition to the foregoing, the following are basic services to be provided by the Architect:

#### **A. High Performance Building Standard Regulations**

This project shall comply with the High Performance Building Regulations, Regulations of Connecticut State Agencies Sections 16a-38k-1 through 9 (hereinafter "the Regulations"). The Architect shall take all measures, and shall meet professional standards of care to provide all design and other services necessary to achieve compliance with the Regulations. The Architect's scope of services shall include all services outlined in the DPW Capital Projects High Performance Buildings Guidelines, including, but not limited to, the Design Professional's role in commissioning as defined in ASHRAE Guideline 0-2005.

CT High Performance Building Guidelines require the Design of a State Facility to meet both the twelve (12) Mandatory Requirements and twenty-six (26) of the sixty (60) Building Standard Optional Strategies.

Nothing contained herein shall be construed to limit the Architect's responsibility to provide drawings, specifications or other documents or services necessary to meet the requirements of the Regulations.

#### **B. PM Web Project Management Software**

DAS/DCS projects utilize "PMWeb" project management software as their project management and recording system. PMWeb Project Management Requirements for the Architect/Engineer (A/E) are as follows:

1. DAS/DCS is using PMWeb, 300 Tradecenter Suite 3690, Woburn, MA 01801, as the project management software tool for this project.
2. The A/E is required to utilize PMWeb's Consultant Payment Application form for the submission of their billings. The Consultant Payment Application shall be consistent with the services outlined in the A/E contract. The A/E may also attach a copy of their office invoice to this Consultant Payment Application.
3. The A/E is required to utilize PMWeb for the duration of this project and shall provide project document information via this program. This includes, but is not limited to, Project Design Submission, Design Estimates, Periodic A/E Consultant Payment Applications, Meeting Minutes, Responses to Requests for Information, Submittal Reviews, Proposal Requests, Supplemental Instructions, Construction Change Directives, Bi-monthly Observation-based Construction Progress Reports, Non-conformance Notices, Change Order Letter of Review, Punch List, Project Plans, Project Specifications, Progress Photos, Project Correspondence, Issues (action items), Project Transmittals, Closeout Log, etc. All documents not created in PMWeb shall be scanned, uploaded and maintained by the A/E in the PMWeb Document Management System for this project and linked to the corresponding record in PMWeb.
4. DCS has established a project specific email "file" address for this project. The A/E shall include this address on all project related emails.
5. The above listed requirements itemized above apply to all of the A/E's sub-consultants. Sub-consultants should attend the PMWeb training as a part of the A/E Team. Sub-consultants will be issued "Guest" Licenses to allow for their participation in PMWeb on this project.

#### C. Energy Conscious Design

The Architect will research energy-related rebates and work the applicable utility companies in order to maximize the magnitude of any such rebates. Architect shall fully participate in the utility companies' programs, including electric and gas service providers.

#### D. Hydrant Flow Test

Architect shall arrange for, schedule and pay any associated costs for a hydrant flow test at the site and determine if upgrades to the fire line or the lines supplying the building are required.

#### E. Public Art

Architect shall assist in identifying opportunities for public art to be incorporated into the building architecture and/or site construction, and will design for the provision of utilities as necessary for the art installation.

#### F. Principals Meetings

Architect shall attend Principals Meetings with DCS, ACC, BOR, the Construction Administrator and contractor(s) as required by DCS.

#### G. Commissioning Support Services

Architect shall work with the Construction Administrator and Commissioning Agent during design and construction to ensure that the specified MEP systems are fully commissionable. Architect shall support the Commissioning Agent's efforts as construction approaches completion and the MEP systems are commissioned.

## Section II

The Architect shall provide the following additional services. The Architect shall be compensated for said services in the amounts specified below, which amounts are included in the Architect's total fee stated in Paragraph 2 of the contract. Said amounts include all sub-consultants fees and the Architect's overhead and profit.

### A. Pre-design Study

The Architect is authorized to conduct a pre-design study.

The services to be provided shall include, but not be limited to, the following:

#### Space Program Services:

- Update the Educational Space Program in Asnuntuck Community College's (ACC) Master Plan Update 2012 by Rickes Associates to address the Manufacturing Technology Program existing conditions and planned expansion. Work closely with the ACC's staff to assemble all required manufacturing laboratories' equipment documentation as selected by ACC's Manufacturing Technology staff. All equipment documentation shall be included in the Updated Educational Space Program Study.
- Develop conceptual block plans and design solutions which respond to the program requirements developed by updating the 2012 Educational Space Program document for all spaces throughout the new planned facility. Review and meet with ACC senior management staff incorporating programing changes and revise all two and three dimensional Pre-design study conceptual plans as appropriate.
- Develop conceptual level phasing logistics plans for the construction duration, reviewing and revising the plans as required in order to incorporate responses from the DAS/DCS, Board of Regents (BOR) and ACC. The plans shall address site phasing and the new building addition. The logistics plans shall serve as the basis for the development of complete phasing logistics plans as the project proceeds into full design. Develop final phasing logistics plans, which incorporate the Pre-Design Study, during the design and construction documents phases for inclusion in the final bid documents.
- Evaluate the existing site and site utility construction and make recommendations for upgrades. Explore conceptual site plan options specific to the new building, addressing parking, traffic and vehicular circulation, pedestrian circulation, drainage, utilities and lighting. DAS/DCS shall provide to the Architect a T-2/A-2 site survey and infiltration testing reports.
- Review the topographic survey, site and record building architectural, structural, and engineering documents, as well as the mechanical, electrical, plumbing and fire protection systems documents, reports and studies, provided of ACC's campus. Make recommendations for structural upgrades required by the Building Code; the most appropriate structural systems specific to the site soils and conditions; and required infrastructure upgrades necessary to support the building addition and utility lines.



- Provide site and base building architectural, engineering and elevation drawings and related details to document existing site and building conditions affected by the new building's project program items.
- The space programming services will focus on defining the required and desired program for the New Manufacturing Technology Building. The Architect will develop the basic requirements for space programming through meetings with DAS/DCS and the College based on interviews with the DAS/DCS and College. An equipment budget shall be incorporated supporting the programming report.
- The new building's programmatic accommodation will be based on the program in block area format.
- Develop three (3) significantly different design proposals for the new building and associated site.
- Study campus vehicular and pedestrian circulation and traffic patterns of Elm Street and report findings in relation to this project.
- Develop building construction phasing plans.
- Investigate utilities and water drainage impact and report findings.
- A cost estimate shall be provided as a conceptual estimate of the recommended Pre-design option and will address/estimate the various cost impacts of alternative strategies or systems. The cost estimate for the new building and related site work creating additional parking and a connector road shall be structured to reflect the site and building as a single bid package.
- Conduct, attend and provide meeting minutes for design team meetings with DAS/DCS and the College. The Architect shall have their consultant's attend meetings as appropriate.
- Respond to review comments from DAS/DCS, the College, the Board of Regents and the State of Connecticut's Insurance Carrier; FM Global.

The Pre-design Study report shall address and include, but not be limited to, the following scope:

- Provide concept design drawings of the approaches/alternatives for each project priority, indicating uses/massing, exterior communal spaces, vehicular, service and pedestrian circulation, and parking for the site areas supporting each of the three project proposal layouts.
- Prepare building program allocation drawings and sketch-up drawings of each concept at appropriate drawing scale to adequately present scope.
- Provide program area analysis of each concept.
- Provide project conceptual materials and systems description with a concept level of opinion of probable cost for each of the three project proposal layouts.
- Provide a project phasing approach, with a durational schedule, for each of the three project proposal layouts.
- Identify and provide a detailed listing of all anticipated project permitting requirements.

The Architect shall provide the following design services to complete the work of the Pre-design Study. The services shall include, but not limited to, Architectural Design; Mechanical, Electrical, Plumbing, Structural and Fire Protection Engineering; Cost Estimation; Civil Engineering; and Landscape Architecture.

The Architect is authorized to engage the service of the following consultants' services for the services set forth in this subsection for all work required of the Pre-design Study.

- Educational Consultant services of Rickes Associates, Inc., 10 Jewel Avenue, Attleboro, MA 02382.
- Landscape Architect services of Richter & Cegan Inc., 8B Canal Court, Avon, CT 06001
- Structural Engineering services of Macchi Engineers, LLC, 44 Gillett Street, Hartford, CT 06105.

- Mechanical, Electrical and Plumbing Engineering services of Bemis Associates, LLC, 185 Main Street, Farmington, CT 06032.

The Architect shall provide Four (4) bound copies and Two (2) copies in an electronic compact disk format of a Preliminary Draft Submission of the Pre-design Study, together with a written narrative including two and three dimensional illustrative color drawings and detailed concept cost estimates, to the Department of Administrative Services Division of Construction Services Project Manager within **Thirty (30)** calendar days after receipt of written notice to proceed.

The Architect shall provide Four (4) bound copies and Two (2) copies in an electronic compact disk format (CD) of the Final Pre-design Study Summary incorporating DAS/DCS, BOR and the College's review comments, together with a written narrative including two- and three-dimensional illustrative color drawings and detailed concept cost estimates, to the Department of Administrative Services Division of Construction Services Project Manager within **Twenty One (21)** calendar days after submission of the Preliminary Draft Submission of the Pre-design Study.

The Pre-design Study total duration is **Fifty One (51)** calendar days and the review period duration may coincide with the duration of the Schematic Design Submission Phase.

For the services provided, the Architect shall be compensated for said services in the amount of **One Hundred Twenty Three Thousand Three Hundred Twenty Five Dollars (\$ 123,325.00)**.

#### **B. Geotechnical Engineering Services and Soil Borings**

The Architect shall provide the following Geotechnical Engineering services. The Architect is authorized to engage the services of Dr. Clarence Welti, P.E., P.C., 227 Williams Street, Glastonbury, CT 06033 for the services set forth in this subsection.

The services to be provided shall include, but not be limited to, the following scope:

- Evaluate and document by a written report the subsurface site conditions found during the drilling of an eleven (11) soil test borings both at the proposed building site addition and along the projected route of planned utilities or other site improvements.
- Soil test borings depths of fifteen (15) feet below the proposed foundation (building borings) or proposed grades (site borings) with the use of a truck mounted boring rig for two (2) days of testing on site.
- One soil boring at the building shall be drilled to seventy-five (75) feet to determine the seismic design parameters.
- One soil boring shall have a groundwater monitoring/observation well at a depth of twenty (20) feet installed with at least two readings taken over a three month duration.
- Provide testing and written analysis of the soil test borings results.
- Analysis reporting of the results of the soil borings.
- Provide a standard geotechnical investigation and report. Reports shall include, but not limited to, drilling and testing procedures; subsurface conditions; boring location plan; logs of SPT borings, including borings blow count data and ground water levels; and laboratory testing and reports of results. Laboratory testing includes performing four index tests (grain size analyses of Atterberg limits tests) on select soil samples from the soil borings to confirm field classifications. All laboratory testing shall be performed in accordance with applicable ASTM procedures.
- Provide a geologic seismic investigation and report.

- Formulate and provide engineering recommendations for foundation type and allowable bearing pressures including applicable soil parameters for design of foundations.
- Formulate and provide engineering recommendations for providing design criteria for foundation support and earthwork construction of the subject project foundations.
- Engineering recommendations for site construction monitoring and quality assurances during the entire duration of foundation construction.
- Prepare and submit an Earthwork Specification for construction. Review of construction documents relating to foundation and earthwork construction for conformance with recommendations provided in the above report.
- Construction site visits (5) and review of shop drawings.

The Architect shall provide **three (3)** bound copies of the report and **two (2)** copies in an electronic compact disk format (CD) to the Project Manager after completion of the work after receipt of written notice to proceed.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated for said services in the amount of **Fifteen Thousand Two Hundred Ninety Dollars (\$ 15,290.00)**.

**C. Construction Stormwater Permit, Flood Management Certification, and Office of the State Traffic Administration (OSTA) Permit Determination Services**

The Architect shall provide the following Civil Engineering services. The Architect is authorized to engage the services of Fuss & O'Neill, Inc., 146 Hartford Road, Manchester, CT 06042 for the services set forth in this subsection.

The services to be provided shall include, but not be limited to, the following scope:

- Meet and document meetings addressing the potential impacts of the proposed new building construction.
- Identify wetlands delineating between state and federal wetlands, field flagging of wetlands, soils description, functional evaluation, design plan reviews for mitigation, and wetlands permit support. Wetlands mapping will be completed in accordance with Conn. Gen. Stat. §§ 22a-36 to 22a-45, as amended.
- Prepare, submit and provide all related documents for a registration application package submission approval including but not limited to all required application attachments for the CT DEEP's *General Permit for the Discharge of Stormwater and Dewatering Wastewaters Associated with Construction Activities*.
- Prepare and submit a CT DEEP permit application package for the *Flood Management Certification (FMC)* approval including all required application attachments.
- Prepare, provide and submit to the Connecticut Office of State Traffic Administration (OSTA) an explanatory cover letter together with all required supportive documents for OSTA review, and thereafter obtain an OSTA Administrative Decision approving the proposed expansion of a previously certified project on site. This is required for the new building addition as well as the replacement of new vehicle parking spaces displaced by the new addition at a one to one replacement ratio, without increasing the total parking count at ACC's site. The consultant shall prepare and submit all required documentation as required and shall respond in writing to all OSTA comments.

The Architect shall provide for each permit one (1) original and two (2) hard copies of the CT DEEP *General Permit for the Discharge of Stormwater and Dewatering Wastewaters Associated with Construction Activities* and the CT DEEP permit application package for the *Flood Management Certification (FMC)* documents and two (2) copies in an electronic format (CD) to the Project Manager in addition to the required number and submission format copies given directly to CT DEEP per their application and registration procedures.

The Architect shall provide one (1) original and two (2) hard copies of the OSTA submission documents and two (2) copies in an electronic format (CD) in addition to the required number and submission format copies given directly to OSTA per their application procedures to the Project Manager within ninety (90) calendar days after receipt of written notice to proceed.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated for said services in the amount of **Twenty Two Thousand Four Hundred Twelve Dollars (\$22,412.00)**. Said infrastructure design services fee shall be paid as follows:

1. Construction Stormwater Permit application services - Five Thousand Nine Hundred Ten Dollars (\$5,910.00);
2. Flood Management Certification Application and Permit services - Seven Thousand Seven Hundred Dollars (\$ 7,700.00);
3. Office of the State Traffic Administration (OSTA) Permit Application and Determination services - Eight Thousand Eight Hundred Dollars (\$ 8,800.00).

#### **D. Special Inspector Services**

The Architect shall provide the following Special Inspector consultant services. The Architect is authorized to engage the services of Dr. Clarence Welti, P.E., P.C., 227 Williams Street, Glastonbury, CT 06033 for the geotechnical Special Inspections services and Macchi Engineers, LLC, 44 Gillett Street, Hartford, CT 06105 for the building's structural foundation and the building's structural steel Special Inspections services set forth in this subsection.

The special inspection services shall include, but not be limited to, any and all services identified in the Statement of Special Inspections signed by Macchi Engineers, LLC and dated December 3, 2014, which were developed for this project. Said services shall include, but not be limited to, the following:

1. Attend job site meetings as required.
2. Perform the duties of the special inspector per the Connecticut State Building Code and Schedule of Special Inspection and Testing Agencies prepared by the engineer of record.
3. The inspection shall include, but not be limited to, the reinforcement installation, anchor rods, confirmation that cast in place concrete is in conformance to the Contract Documents, material certification, connections and embedded items, steel dunnage, all welds, decking and any other item identified at any point in need of inspection.
4. Document method of correction for any deficiencies noted.
5. Maintain records of all inspections related to the duties of the Special Inspector.
6. Submit monthly reports to the Department of Administrative Services, Division of Construction Services (DCS), that indicate the progress of construction and provide an overview of inspections to date, including a list of all outstanding discrepancies. Notwithstanding the requirement for these monthly reports, promptly notify DCS of all discrepancies with the contract documents and

shop drawings so that corrective action can be taken to minimize impacts on the progress of construction.

7. Review material submittals, mill certificates, and testing lab reports related to structural steel, concrete, earthwork, and cold formed steel framing.
8. Verify that the tasks to be performed by the testing lab and geo-technical engineer were in fact performed.
9. Review and evaluate the inspection reports and test reports prepared by the testing lab and geo-technical engineer responsible for those respective tasks as set forth in the project's Schedule of Special Inspections.
10. Examine subgrade foundations as required to evaluate need for geotechnical review.
11. Review reinforcement steel placement in new concrete footings, piers, walls, slabs on grade and elevated slabs for conformance to contract documents and approved shop drawings.
12. Visually inspect structural steel framing and details including bolted and welded connections for conformance with contract documents and approved shop drawings.
13. Review installation of cold formed structural metal framing for conformance to design documents and approved shop drawings.
14. Inspect the Steel Fabricators Shop with the Materials Testing Laboratory consultant.
15. Prepare and submit reports for each inspection to the Department of Administrative Services, Division of Construction Services, Construction Administrator, Architect, and General Contractor within 24 hours of said inspection.
16. Conduct pre-construction meetings with the General Contractor, various sub-contractors, testing laboratory, and Construction Administrator to review the requirements of special inspections.
17. Submit a Final Report of Special Inspections for review by DCS and submission to the Office of the State Building Inspector.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated for said services in the amount of **Twenty Six Thousand Six Hundred Twenty Dollars (\$26,620.00)**.

#### **E. Information Technology and Telecommunications, Audiovisual and Security Infrastructure and Equipment Design Services**

The Architect shall provide the following Information Technology and Telecommunications (IT), Audiovisual and Security infrastructure design services and equipment design services. The Architect is authorized to engage the services of Bemis Associates, LLC, 185 Main Street, Farmington, CT 06032, and its sub-subconsultant, Guillen Technology Consultants, LLC, 9 Moody Road, Building D, Suite 18, Enfield, CT 06082 for the services set forth in this subsection.

The IT infrastructure and the audio visual infrastructure and associated equipment design services to be provided shall include, but not be limited to, the following scope: structured cabling systems for voice and data; cabling terminations for interface with wireless network access equipment; cabling plans identifying each device location, cabling provisions, identifiers and routing of cabling from equipment rooms to device locations; floor and ceiling plans for each equipment room including number, type and locations of termination racks; routing services; location of wall mounted terminations; routing of ladder racks; location, type and quantity of electrical outlets; riser diagrams indicating the number, size and routing of conduits between equipment rooms; backbone cabling diagrams indicating the number, type and quantity of cables to be routed between equipment rooms; outlet details with configuration of each type of outlet. The consultant shall document and

participate in meetings with all pertinent design team consultants, BOR and the College staffing to address all IT infrastructure, audio visual equipment and infrastructure design project requirements.

The security infrastructure design services and the security equipment design services to be provided shall include, but not be limited to, the following scope: develop all protective measures that are required for the new building's priorities; security measures will be identified in concert with the college and the Board of Regents security standards; security design shall include coordination with the existing college security system(s), as well as with any new electrically operated security hardware and other security related devices and equipment; develop budget and provide equipment cost estimates for all electronic security systems and devices at each project design phase. The consultant shall document and participate in meetings with all pertinent design team consultants, BOR and the College staffing to address all security infrastructure design project requirements.

For the Information Technology and Telecommunications, Audiovisual and Security Design and Equipment Services provided by Architect and the sub-consultant and its sub-subconsultant authorized above, the Architect shall be compensated for said services in the amount of **Eighty Five Thousand Five Hundred Dollars (\$ 85,500.00)**. Said infrastructure design services fee shall be paid as follows:

1. Schematic Design – Twelve Thousand Five Hundred Dollars (\$12,500.00);
2. Design Development – Seventeen Thousand Five Hundred Dollars (\$17,500.00);
3. Construction Documents – Thirty Thousand Dollars (\$30,000.00);
4. Final Equipment List – One Thousand Dollars (\$1,000.00)
5. Bidding – Seven Thousand Dollars (\$7,000.00);
6. Construction Administration – Seventeen Thousand Five Hundred Dollars (\$17,500.00).

#### **F. Furniture, Fixtures and Equipment (FF&E) Design Services**

The Architect shall provide the following Furniture, Fixtures and Equipment consultant design services. The Architect is authorized to engage the services of SLI Design, 33 Bull Hill Road, Marlborough, CT 06447 for the services set forth in this subsection.

The services to be provided shall include, but not be limited to, the following scope:

- Meet with DAS/DCS, the College and others as appropriate to define and establish furniture requirements. Meetings shall explore all user group's educational objectives and how they relate to the furniture requirements.
- Establish all interior design goals as appropriate and provide two (2) separate meetings with different proposed examples of furniture and finishes for client selection.
- Provide all necessary professional design services required for the space planning, interior design, selection and specification of new furniture, furnishings and equipment. The preparation of bid documents will be based on the State of Connecticut and the BOR procurement regulations for purchasing. All requisite utility and other infrastructure requirements will be incorporated into the base building design documents. The design team will coordinate and incorporate all computer and telephone location requirements with the BOR designated staff.
- Develop and select all furniture and furniture systems furnishings, finishes upholstery and fixtures/equipment. Provide sample demonstration furniture including but not limited to delivery arrangements and/or showroom site visit demonstrations.
- Prepare applicable floor plan drawings at ¼" = 1'-0" scale and other related details indicating furniture required for each room in the building providing designated keys for each item.

- Utilize these plans and details and obtain budget pricing for furniture and review with the BOR administration. Develop and provide financial cost estimates for, but not limited to, typical and specialized classrooms design layouts, typical educational office design layouts and standard office and systems furniture work stations for educational instructional and support staff.
- Prepare and present to the BOR, the DAS/DCS and the College presentation boards indicating proposed furnishings for each room type, along with upholstery and other finish samples.
- Prepare a furniture index, keyed to furniture plans, specifying each item of furniture, along with manufacturer, model number, color, upholstery, and other finishes.
- Develop and have a formal presentation of all proposed loose lay furniture and their associated finishes and color/fabric selections. Proposal shall provide three (3) options for review and comment by DAS/DCS, BOR and the College. Provide visual presentation boards with physical samples for sharing with the College.
- Develop and have a formal final presentation of all proposed loose lay furniture and their associated finishes and color/fabric selections. Proposal shall provide a final options for review and comment by DAS/DCS, BOR and the College. Provide visual presentation boards with physical samples for sharing with the College.
- Prepare and submit all required furniture and fixture written documentation including but not limited specifications and associated two or three dimensional drawings for all design phase submissions. Prepare and present for review and comment by DAS/DCS, BOR and the College all appropriate, but not limited to, design, specification and bidding documentation required to purchase and install all project furnishings, fixtures and equipment.
- Assist in procurement process by providing documents to purchasing entity. Respond to questions that arise during the procurement process.
- Review documents submitted by selected furnishings vendors. Inspect furniture upon completion of installation, and verify that work complies with specification requirements.
- During furniture, fixtures and equipment installation perform periodic site visitation to determine conformance with project documents and compliance with project design intent and monitor finishes installation. All site visits provide and submit a written report on observations.
- Provide a written final punch list representing the findings of site visits and walkthrough to ensure compliance with construction documents, quality assurance and to analyze the design goals have been achieved.

For the FF&E design scope services provided by the sub-consultant authorized above, the Architect shall be compensated for said services in the amount of **Thirty One Thousand Dollars (\$31,000.00)**. Said FF&E service fee shall be paid as follows:

1. Schematic Design – Four Thousand Five Hundred Dollars (\$ 4,500.00);
2. Design Development – Ten Thousand Dollars (\$ 10,000.00);
3. Construction Documents – Eight Thousand Dollars (\$ 8,000.00);
4. Bidding – Five Thousand Dollars (\$ 5,000.00);
5. Construction Administration – Three Thousand Five Hundred Dollars (\$ 3,500.00).

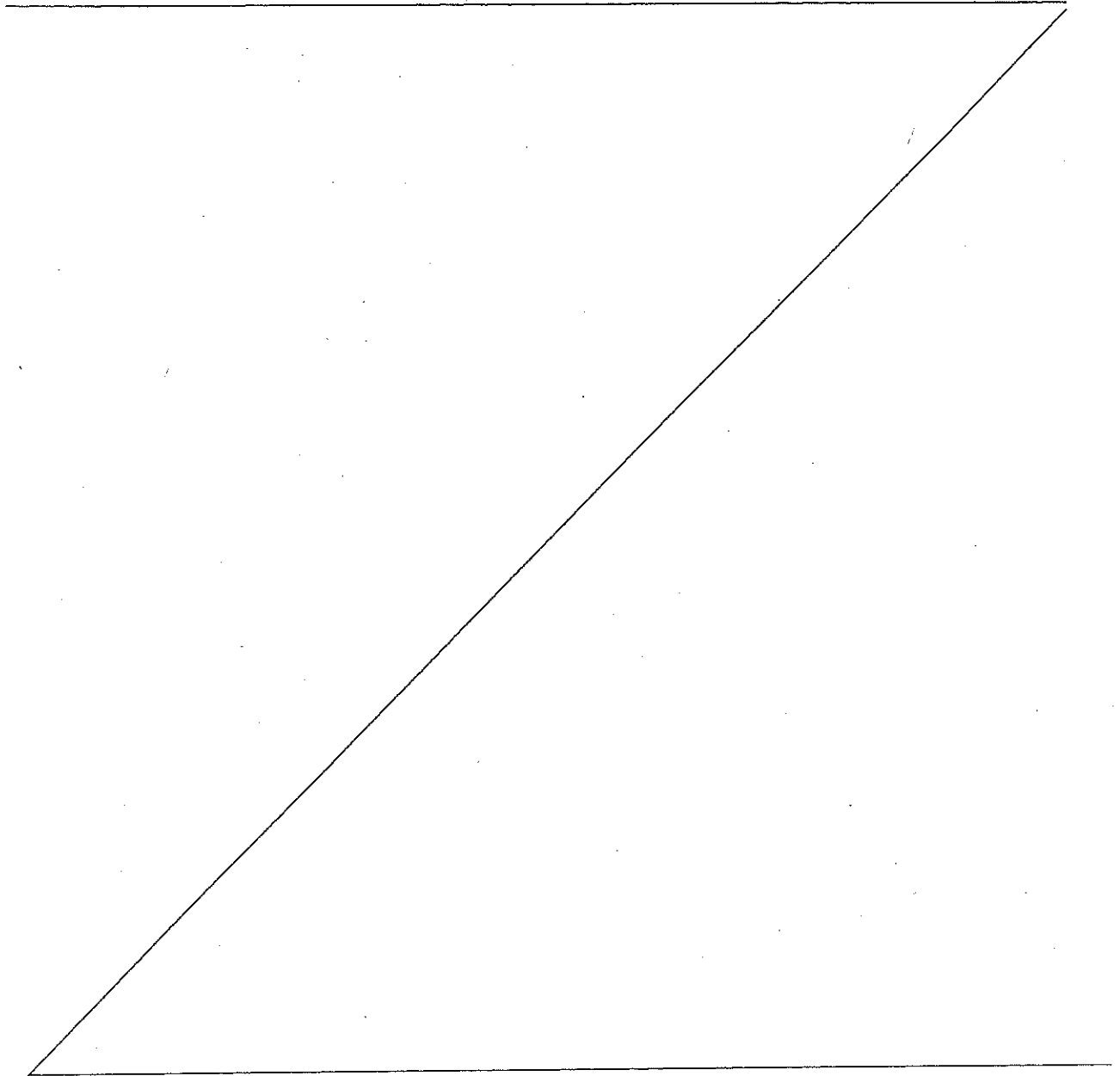
## G. Easements Services

The Architect shall provide the following Easement Engineering services. The Architect is authorized to engage the services of Fuss & O'Neill, Inc., 146 Hartford Road, Manchester, CT 06042 for the services set forth in this subsection.

The services to be provided shall include, but not be limited to, the following scope:

During the design phase, the Architect shall determine the need for any easements, including, but not limited to, easements in connection with utility services required for the project. If easements are necessary, the Architect shall provide three (3) copies of an easement map, a legal description and a recordable mylar. The Architect shall also provide the first draft of an easement document by electronic transmission (email).

For the services provided by the sub-consultant authorized above, the Architect shall be compensated for said services in the amount of **Two Thousand Seven Hundred Fifty Dollars (\$ 2,750.00)**.





ATTACHMENT 1

(12 pages)

STATE OF CONNECTICUT  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
DIVISION OF CONSTRUCTION SERVICES

FORM CS-3A

February 3, 1998

Last Revision August 27, 2013

TERMS AND CONDITIONS OF CONTRACT  
BETWEEN STATE AND ARCHITECT

**I. GENERAL**

The amount of the total construction budget noted in Paragraph 4 of this contract is to include all construction work and the connecting up of all existing utilities and related services; it is to include any other costs directly chargeable to the proper functioning of the building with the exception of the furnishing of equipment other than that which is usually built in as a component part of the building. This amount is not to be exceeded except by prior and express written permission from the State.

**II. ARCHITECT'S SERVICES**

- A. The Architect agrees to prepare and furnish documents as set forth in Article VI.
- B. The Architect agrees to become familiar with and follow the Department of Administrative Services (DAS), Division of Construction Services (DCS), provisions set forth in the "DEPARTMENT OF PUBLIC WORKS CONSULTANTS PROCEDURE MANUAL," which may be amended and/or supplemented current with the date of this contract. These guidelines and provisions are incorporated herein by reference and shall be as binding upon the parties to this contract as though fully set forth herein.
- C. The Architect shall consult with the DCS Project Manager to ascertain requirements of the project and consult with proper State authorities and inform himself as to specific institutional conditions that might affect his contemplated work or the hours or season of its execution, such as type of patients, use of adjacent areas, interruptions of institutional routine, etc. The drawings and specifications submitted by the Architect for review and approval by the State shall reflect consideration of those conditions requiring safeguards and precautionary measures in excess of usual practice.
- D. Should the Architect require the services of registered consultants at any time during the term of this contract, their names and qualifications shall be submitted to the State for approval. Such consultants shall provide evidence of their competence by affixing their seals on any drawings or specifications prepared by them or under their supervision. The Architect shall pay such approved registered consultants in proportion to payments received by the Architect as set forth in Article IV, and shall submit evidence of such payments upon request by the State.
- E. The Architect covenants and agrees that he shall perform his services under this contract in accordance with the standards and practices of his profession.
- F. Indemnification.

The Architect 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 Architect or Architect 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 Architect's or Architect Parties' negligence. The Architect's obligations under this section to indemnify and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Architect'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.

### III. INSURANCE

The Architect 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 Architect must obtain statutory workers' compensation and employers' liability insurance, comprehensive automobile liability insurance, commercial general liability insurance and professional services 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:   |                         |
| Bodily injury by accident: | \$100,000 each accident |
| Bodily injury by illness:  | \$100,000 each employee |
|                            | \$500,000 policy limit  |

B. Commercial General Liability:

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

C. Comprehensive Automobile Liability  
(to include owned, non-owned and hired vehicles):

- |                        |                              |
|------------------------|------------------------------|
| Combined single limit: | \$1,000,000 each occurrence  |
|                        | \$1,000,000 annual aggregate |

D. Professional Services Liability Insurance: The Architect 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 occurrence and per aggregate minimum coverage for negligence and errors and omissions. If any claims are paid against its professional services liability insurance policy, the Architect 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 the contract and for eight years after substantial completion of the project. For policies written on a "Claims Made" basis, the Architect agrees to maintain a retroactive date prior to or equal to the effective date of the contract. The Architect shall contractually require any structural engineering firm it hires to maintain professional liability insurance in the same amount and with the same provisions indicated above. The Architect's policy shall provide that it shall indemnify and save harmless the State and its officers, agents and employees from claims, suits, actions, damages and costs of every name and description resulting from negligence and errors and omissions in the work performed by the Architect under the terms of the contract.

Each of the policies for such kinds of insurance mentioned above shall be issued by an insurance company or companies satisfactory to the DCS and shall contain a provision that coverages will not be changed, canceled, or non-renewed until at least sixty (60) calendar days' prior written notice has been given to the DCS. 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 that the State shall not be named as an additional insured with respect to the coverage for the statutory workers' compensation, automobile liability, and employer's 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 DCS prior to the time this contract is executed on behalf of the State.

### IV. PAYMENT OF ARCHITECT'S FEE

- A. The State agrees to pay the Architect for the services herein described the total fee set forth in Paragraph 2 of this contract. 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 Architect has substantially changed as determined by the Commissioner of the Department of Administrative Services, Division of Construction Services, hereinafter referred to as the Commissioner.
- B. Said fee includes all costs of living, transportation and communication, whether within or without the State of Connecticut, connected with the discharge of the Architect's duties under this contract unless express written notification to the contrary is received from the State.
- C. No payments shall be made until the materials submitted have been reviewed and approved by the Department of Administrative Services, Division of Construction Services.

## V. SPECIAL SERVICES

- A. Should it be necessary for the Architect to engage the services of a licensed land surveyor, geotechnical engineer or test boring firm for the purposes of this contract, the State shall reimburse the Architect for the cost of such services and in addition shall also pay the Architect ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit. The Architect's selection of the consultant retained in connection therewith is to be submitted for approval.
- B. If, in the opinion of the State, any special technical service is required which is not usually furnished in architectural practice and which is not included in this contract, either expressed or implied by the nature of the work, then the State shall, in writing, authorize the service and the related cost. The Architect's selection of the consultant retained in connection therewith is to be submitted for approval. The State shall reimburse the Architect for the cost of any such services and in addition shall also pay the Architect ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.
- C. Should the Architect itself wish to perform special services as described in Sections A and B of this article, the Architect shall submit to the State a written quotation of the cost of its performing such services. The quotation shall not include, nor shall the Architect be paid for, an additional percentage of the cost for overhead and profit. The State shall decide whether to allow the Architect to perform the work with its own forces based on its quotation, and shall notify the Architect accordingly.
- D. If at any time during the term of this contract the State should require the Architect to make any substantial change in the size or scope of the work or require any substantial change in plan, design or specification which shall necessitate the preparation by the Architect of additional sketches, drawings or other documents, or the making of substantial changes in any other document already approved, or upon which substantial work had been done pursuant to instruction to proceed, then, and in such event, the Architect shall prepare the additional documents and make changes as required and shall be entitled to reasonable compensation therefor. The Commissioner shall determine the amount of such compensation and the manner of payment thereof. If the State should require any such substantial changes and if these should result in a change in the amount of the total construction budget noted in Paragraph 4 of this contract, said amount shall be considered changed to an amount determined by the Commissioner.

The above notwithstanding, should it be necessary for the Architect to prepare any such additional documents or make changes in the same for purposes of meeting the budget requirements of the project, and where an increase in the cost of labor and/or materials is not the governing factor, he shall perform such duties without receiving additional compensation.

In addition, if at any time during the term of this contract the State should request the Architect to reduce the scope of services originally agreed upon under this contract, the Architect shall then reduce said scope of services, as requested, and his fee shall be reduced by a fair and equitable amount determined by the Commissioner.

- E. For reuse by the State of the drawings and specifications prepared by the Architect under this contract, the Architect shall be paid a reasonable fee for such reuse plus a reasonable fee for making necessary changes to such drawings and specifications as may be required by job conditions. The Commissioner shall determine the amounts of such fees.

## VI. SPECIFIC DOCUMENTS TO BE FURNISHED BY THE ARCHITECT WHEN AUTHORIZED

### A. Schematic Design Phase

Pursuant to conferences with the State, designs shall be prepared by the Architect to encompass the general program of the project. These designs shall consist of small scale drawings, elevations, sections and outline specifications. All specifications shall be prepared in accordance with the CSI (Construction Specifications Institute) format. At this time the Architect shall make sufficiently accurate estimates to determine the feasibility of constructing the project within the funds available. At the beginning of the schematic design phase, the Architect shall engage his consultants as set forth in Section D of Article II. The Architect shall submit for review and approval the number of sets of drawings, specifications and detailed cost estimates as indicated in Paragraph 6 of this contract.

While preparing such drawings, specifications and detailed cost estimates, the Architect shall investigate any factors that may conflict with the use of the site as proposed, such as neighboring building lines, zoning regulations, sanitary codes, health and fire laws, local ordinances, etc., and shall report his findings thereon to the State when submitting schematic design phase drawings, outline specifications and detailed cost estimates.

If the estimate agreed to by the State and Architect exceeds the total construction budget noted in Paragraph 4 of this contract, or if the State and Architect cannot agree upon an estimate of the probable construction cost and the probable cost of construction as determined by the State exceeds both the Architect's estimate and the total construction budget noted in Paragraph 4 of this contract, then the Architect shall make appropriate recommendations to the State for adjustments to the documents in regards to the project's scope, quality, or budget. At that time, the State shall have the right to require the Architect to modify the documents as the State deems necessary to bring the cost within the amount of the total construction budget noted in Paragraph 4 of this contract. The revisions shall be made without additional compensation to the Architect.

#### **B. Design Development Phase**

The Architect must receive written notice from the State to proceed with the design development phase before commencing the phase. The design development phase drawings shall show the extent of the site, location of the project on the site and the general disposition of the principal features and equipment embodied in the project, and shall be sufficiently developed so as to fix and illustrate the size and character of the project in all of its essential basic particulars as to kinds of materials, types of structure, and mechanical and electrical systems. All specifications shall be prepared in accordance with the CSI (Construction Specifications Institute) format. The Architect shall submit for review and approval the number of sets of drawings, specifications and detailed cost estimates as indicated in Paragraph 6 of this contract.

Submitted with the design development phase drawings and specifications shall be an estimate of the cost of construction predicated on the same, and broken down into the major sub-trades for the construction of the building, with separate figures for special items such as equipment, site work, and utility lines. Basic engineering and other drawings and specifications shall also be provided at this time by the engineers and other consultants working under the direction of the Architect.

If the estimate agreed to by the State and Architect exceeds the total construction budget noted in Paragraph 4 of this contract, or if the State and Architect cannot agree upon an estimate of the probable construction cost and the probable cost of construction as determined by the State exceeds both the Architect's estimate and the total construction budget noted in Paragraph 4 of this contract, then the Architect shall make appropriate recommendations to the State for adjustments to the documents in regards to the project's scope, quality, or budget. At that time, the State shall have the right to require the Architect to modify the documents as the State deems necessary to bring the cost within the amount of the total construction budget noted in Paragraph 4 of this contract. The revisions shall be made without additional compensation to the Architect.

At this phase, a rendered colored and framed perspective drawing shall be submitted together with three (3) 8" x 10" black and white photographs thereof.

As the drawings submitted during this phase are to form the basis of the whole concept of the project, they shall be reviewed by the State for conformance to functional and technical requirements of the project and approved by the State before the Architect proceeds to the next phase. It is understood, however, that such review and approval does not relieve the Architect from any responsibility arising out of the State's reliance on his professional skill and ability to discharge his services as required by this contract.

#### **C. Contract Documents Phase**

The Architect must receive written notice from the State to proceed with the contract documents phase before commencing the phase. The documents to be provided in this phase are a part of the construction contract and as such must explain in substantial detail the full scope of the work included in, and performed under, the construction contract. A final detailed estimate of the cost of construction, including unit prices, quantities, labor and materials, predicated on the contract documents phase drawings and detailed specifications, shall be included as a part of this phase. All specifications shall be prepared in accordance with the CSI (Construction Specifications Institute) format and in accordance with Part II of Chapter 60 of the Connecticut General Statutes, as revised, when applicable. The Architect shall submit for review and approval the number of sets of drawings, specifications and detailed cost estimates as indicated in Paragraph 6 of this contract. Such review and approval by the State does not relieve the Architect of responsibility arising out of the State's reliance on his professional skill and ability to discharge his services as required by the contract.

If the estimate agreed to by the State and Architect exceeds the total construction budget noted in Paragraph 4 of this contract, or if the State and Architect cannot agree upon an estimate of the probable construction cost and the probable cost of construction as determined by the State exceeds both the Architect's estimate and the total construction budget noted in Paragraph 4 of this contract, then the Architect shall make appropriate recommendations to the State for adjustments to the documents in regards to the project's scope, quality, or budget. At that time, the State shall have the right to require the Architect to modify the documents as the

State deems necessary to bring the cost within the amount of the total construction budget noted in Paragraph 4 of this contract. The revisions shall be made without additional compensation to the Architect.

**If the project involves either new construction and/or additions to an existing facility, the Architect will consult with the client agency and develop the first year estimated operating cost for the project's utilities including, but not limited to, heating, cooling, water and sewer.**

All original final tracings shall, together with the specifications typed in letter quality print on one side of 8 1/2" x 11" white bond paper, be submitted by the Architect prior to the State's going to bid.

When the Architect has incorporated all comments and the documents are ready for bidding, the Architect will submit the tracings, master specifications, and a CD ROM disk of both to DCS. This submission will conclude the contract documents phase of the contract.

#### **D. Bidding Process**

In the event the Department of Administrative Services, Division of Construction Services, bids the contract drawings and specifications, the Architect shall, as part of the design services to be rendered for his established fee, include as much of his professional services as the State deems necessary for the well-being of the project and the efficient prosecution of the bidding process.

### **VII. ARCHITECT'S DUTIES DURING CONSTRUCTION**

A. If the Architect's services during construction are requested as set forth in Subparagraph 2E of this contract, the Architect shall, as part of the services to be rendered for his established fee, include as much of his professional services and the services of his consultants as the State deems necessary for the well-being of the project and efficient prosecution of the construction work. The Architect shall not, however, be required to undertake continuous on-site observation of the work. If the Architect fails to perform such duties in a conscientious and reasonable manner, the State may exercise its right to terminate this contract as hereinafter provided in Article VIII.

B. Additionally, it is understood and agreed to by the Architect and the State that, should the Architect's services during construction be requested, such services shall include, but not be limited to, the following:

1. observe the progress of construction in order to determine whether there appear to be any defects or deficiencies in the construction work or deviations from the drawings and specifications, including variations from the materials specified and the methods of construction authorized. The Architect shall not be required to guarantee the performance of the general contractor or his subcontractors;

The Architect is obligated to immediately notify the DCS project manager, in writing, whenever any work is unsatisfactory, faulty or defective, or does not conform to the contract documents.

2. attend job meetings as required, at which the Architect shall, on the basis of his visitations to the site and observations thereon, report on the progress of the work and make recommendations concerning the same; participate in monthly meetings with the general contractor to obtain information necessary to be able to update the as-built drawings.

3. submit to the Department of Administrative Services, Division of Construction Services, on the fifteenth and last days of each month, in such form as directed by the State, observation-based reports regarding the progress of the work;

4. examine submittals and furnish recommendations to the State concerning material and equipment, and review and report on the general contractor's proposals in connection with changes in the construction contract. These services are to be performed within five (5) calendar days of receipt of such proposals so as not to delay the work;

5. review and return partial payment requisitions submitted by the general contractor within three (3) working days of the receipt of such submittals;

6. review and comment on shop drawings submitted to him for review. This service is to be performed within five (5) working days of the receipt of such submittals unless the Department of Administrative Services, Division of Construction Services, assents to written notification of why this cannot be accomplished;

7. within thirty (30) calendar days after receipt, record on the original final tracings and CAD disks returned to him after the construction contract award all changes made during the period of construction as furnished and recorded by the general contractor, and, at his expense, provide reproducible mylars and

updated CAD disks to the State which reflect such changes. The mylars and CAD disks shall become the property of the State;

8. fully cooperate with the Department of Administrative Services, Division of Construction Services, during the progress of the work.
- C. In the event that the time period of the construction contract is exceeded by more than 10% due to no fault of the Architect, the Architect may be paid for any additional services required beyond the 10% construction contract time overrun a reasonable fee to be determined by the Commissioner. The question of fault or no fault on the part of the Architect shall be determined by the Commissioner.

#### VIII. TERMINATION OF CONTRACT

- A. Notwithstanding any provisions or language in this contract to the contrary, the Commissioner may terminate the contract whenever he determines in his sole discretion that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Architect of a written notice of termination. The notice of termination shall be sent by registered or certified mail to the Architect's address as furnished to the State for purposes of correspondence, or by hand delivery. Upon receipt of such notice, the Architect 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 Architect in performing his duties under this contract, whether completed or in progress. All such documents, information and materials shall become the property of the State.
- B. If the termination is for the convenience of the State, the Architect 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 Architect to fulfill his contract obligations, the State may take over the work and prosecute the same to completion by contract or otherwise. In such event, the Architect 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 Architect to fulfill his contract obligations it is determined that the Architect had not so failed, the termination shall be deemed to have been effected for the convenience of the State. In such event, the Architect shall be entitled to reasonable compensation as provided in Section B of this article.
- E. If the Architect is a sole proprietor and the Architect should die during the term of this contract, this contract shall be considered terminated. In the event of such termination, the Architect'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 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.

#### IX. SUSPENSION OF THE WORK

- A. The State, at any time, may suspend all or any part of the services of the Architect. In such event, the Architect shall be given three (3) days' notice of such suspension in writing by registered or certified mail to the Architect's address as given for correspondence purposes. The mailing of such notice shall preclude any claim on the part of the Architect as to failure to receive notice of such suspension.
- B. In the event of suspension by the State as noted above, the Architect shall be entitled to such compensation as the Commissioner shall deem reasonable.
- C. 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 Architect 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 Architect and the State may renegotiate the fees for the work based on current conditions or either may unilaterally elect to terminate the remaining work.
- D. 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 prepared pursuant to this contract.

- E. If the Architect 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 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.

#### **X. CONFIDENTIALITY OF DOCUMENTS**

- A. The Architect agrees on behalf of the Architect and the Architect'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 Architect's work and duties under this contract. This limitation on use applies to those items produced by the Architect, as well as to those items received by the Architect from the Department of Administrative Services, Division of Construction Services, or others in connection with the Architect's work and duties under this contract.
- B. The Architect 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, Division of Construction Services.
- C. The Architect 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, Division of Construction Services. When any such drawings, specifications, maps, reports, records or other documents are no longer needed, they shall be destroyed.

#### **XI. 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 "Architect" and references to "contract" shall mean this Contract.

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, mental retardation, 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, mental retardation, 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 the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 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.

1. The contractor agrees to abide by such Executive Orders.

2. The State Contracting Standards Board may review this contract and recommend termination of the contract for a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes, or wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
  3. This contract may be cancelled, terminated or suspended by DCS or the State Labor Commissioner for violation of or noncompliance with Executive Orders No. Three or Seventeen or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not party to this contract. The State Labor Commissioner shall have continuing jurisdiction regarding contract performance concerning nondiscrimination and listing all employment openings with the Connecticut State Employment Service until the contract is completed or until the contract is terminated prior to completion.
  4. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the contractor will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.
  5. This contract may be cancelled, terminated, or suspended by DCS or the State for violation of or noncompliance with Executive Order Sixteen. In addition, the contractor agrees to include a copy of Executive Order Sixteen, and the requirement to comply with said order, in all contracts with its contractors, subcontractors, consultants, subconsultants and vendors.
- 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."

**XII. 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 Architect takes or threatens to take any personnel action against any employee of the Architect 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 Architect 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 the Architect.

### **XIII. ANNUAL CERTIFICATION**

If the aggregate value of this contract is \$50,000.00 or more, including all amendments and/or commission letters, then the Architect shall annually submit electronically, on or within two (2) weeks of the anniversary date of the execution of this contract, a completed Gift and Campaign Contribution Certification and notify the DCS Legal Unit that it has been uploaded. Said certification shall be uploaded on the Department of Administrative Services website. For the purposes of this article, the execution date of the contract shall be the date the Commissioner of DAS signs the contract.

### **XIV. SOVEREIGN IMMUNITY**

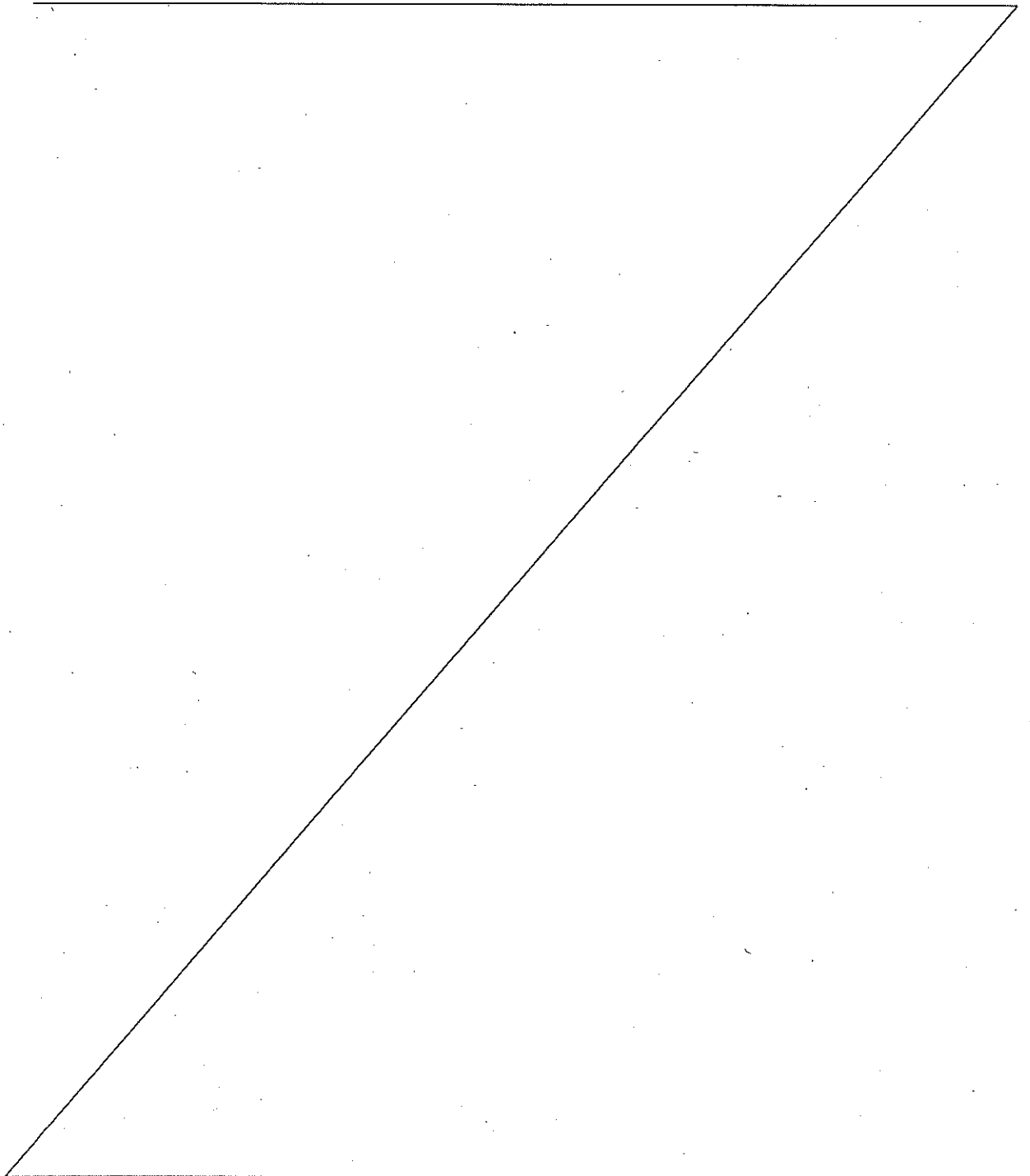
The parties acknowledge and agree that nothing in the Solicitation or the contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and 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.

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

- (a) All services performed by and material supplied by the Architect under this contract shall be subject to the inspection and approval of the State at all times, and the Architect shall furnish all information concerning such material and services as may be requested by the State.
- (b) The Architect 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, Architect's, and, in the case of each subcontract, the applicable subcontractor's, performance hereunder. The Architect 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 Architect'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 Architect 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 Architect'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 Architect at least twenty-four (24) hours notice of any intended inspections or examinations.
- (d) At the State's request, the Architect shall provide the State with hard copies of or electronic media containing any data or information in the possession or control of the Architect which pertains to the State's business or this contract.
- (e) The Architect 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 Architect 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 Architect 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.

### **XVI. 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 or entity 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.



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.