

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES

STANDARD FIXED-FEE ARCHITECT'S CONTRACT

PROJECT NUMBER: BI-RT-880
CONTRACT NUMBER: BI-RT-880-ARC

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

Renovate "A" Building and Athletic Upgrades
Bullard Havens Technical High School
500 Palisade Avenue
Bridgeport, CT

is entered into this 14th day of August, 2017 by and between the State of Connecticut, hereinafter called the State, acting herein by its Commissioner or designee, duly authorized, of the Department of Administrative Services (DAS) under the provisions of Sections 4-8, 4b-1, 4b-1b, 4a-1, 4a-2, and 4b-3 of the Connecticut General Statutes, as revised and/or amended, and

Northeast Collaborative Architects LLC
500 Plaza Middlesex
Middletown, CT 06457

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 Form CS-3A dated February 3, 1998, and last revised June 29, 2016, which document is attached hereto as Attachment 1 and made a part hereof.
2. The Architect's total fee of Four Million Five Hundred Six Thousand Eight Hundred Ninety-Five Dollars (\$4,506,895.00) 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: Seven Hundred Forty-nine Thousand Eight Hundred Seventy Dollars (\$749,870.00);
 - B. Design Development Phase: Eight Hundred Eighty-two Thousand Two Hundred Dollars (\$882,200.00);
 - C. Contract Documents Phase: One Million Three Hundred Twenty-three Thousand Three Hundred Dollars (\$1,323,300.00);
 - D. The Architect shall be paid a sum of One Hundred Thirty-two Thousand Three Hundred Thirty Dollars (\$132,330.00) after the documents to be provided in the contract documents phase are bid by the Department of Administrative Services, and the Architect's duties for the bidding phase have been completed to the Department of Administrative Services, 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 One Million Three Hundred Twenty-three Thousand Three Hundred Dollars (\$1,323,300.00) shall be paid to the Architect for construction administration services, if such administration is requested by the Department of Administrative 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, 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 Zero Dollars (\$0.00) after (i) satisfactory completion of the commissioning process (which is defined as the submission of the Post Occupancy Commissioning Report as described in the DAS Capital Projects High Performance Buildings Guidelines) and (ii) receipt by the DAS of one (1) copy of the submitted LEED certification packet (if pursuing LEED certification) sent to the U.S. Green Building Council.

It is understood that the Architect's total fee hereinbefore mentioned in paragraph 2 shall be reduced by the sum hereinbefore mentioned in subparagraph 2B 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 DAS, 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 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 DAS Project Manager.
 - A. Schematic Design Phase: (140) calendar days after receipt of written notice to proceed;
 - B. Design Development Phase: (126) calendar days after receipt of written notice to proceed;
 - C. Contract Documents Phase: (168) calendar days after receipt of written notice to proceed.
4. The Architect's design shall be based on a total construction budget of Forty Million Eight Hundred Twenty-seven Thousand Dollars (\$40,827,000.00).
5. The scope of professional services to be provided by the Architect under this contract is set forth in Exhibit A.
6. The Architect shall submit the following materials for review and approval:

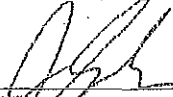
- A. Schematic Design Phase: As set forth in Exhibit A, Section I, Architect's Preconstruction Scope of Services for CMR Projects, subsection 4.1;
- B. Design Development Phase: As set forth in Exhibit A, Section I, Architect's Preconstruction Scope of Services for CMR Projects, subsection 4.2;
- C. Contract Documents Phase: As set forth in Exhibit A, Section I, Architect's Preconstruction Scope of Services for CMR Projects, subsection 4.3.
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. After the documents to be provided are approved by the Department of Administrative Services, and at a time specified by the Department of Administrative Services, the Architect shall submit an electronic copy of all drawings in a format approved by DAS. 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. Section A of Article VI is hereby amended to require the Architect to submit, at a time determined by the Department of Administrative Services, one set of progress drawings and specifications completed to a stage satisfactory to the Department.
- B. Section B of Article VI is hereby amended to require the Architect to submit, at a time determined by the Department of Administrative Services, one set of progress drawings and specifications completed to a stage satisfactory to the Department.
- C. Section C of Article VI is hereby amended to require the Architect to submit, at times determined by the Department of Administrative Services, two sets of progress drawings and specifications completed to a stage satisfactory to the Department.
- D. Section C of Article IV shall not apply to the \$749,870.00, \$882,200.00 and \$1,323,300.00 amounts noted in Subparagraphs 2A, 2B, and 2C, respectively, of the contract. Each of the said amounts in Subparagraphs 2A and 2B shall be paid in two equal installments. Each first installment shall be paid after the submission and acceptance of the related aforementioned set of progress drawings and specifications. Each final installment shall be paid after the Architect has submitted all the related phase work and such work has been accepted by the Department of Administrative Services. The amount in Subparagraph 2C shall be paid in three equal installments. The first installment shall be paid after the submission and acceptance of the related aforementioned set of progress drawings and specifications. The second installment shall be paid after the second submission and acceptance of the related aforementioned set of progress drawings and specifications. The final installment shall be paid after the Architect has submitted all the related phase work and such work has been accepted by the Department of Administrative Services.
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 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.

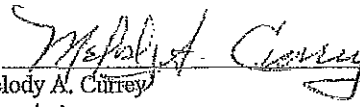
IN WITNESS WHEREOF, the State, acting herein by its Commissioner of the Department of Administrative Services, or his/her designee, duly authorized, and the Architect have executed this contract.

Attested by:

State of Connecticut



 Witness
 Print name: Joshua Scollins

By 

 Melody A. Currey
 Commissioner
 Department of Administrative Services

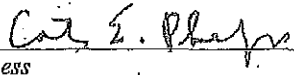
Date signed: 8/4/17



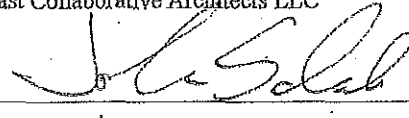
 Witness
 Print name: Maria J. Arrieta

Attested by:

Northeast Collaborative Architects LLC

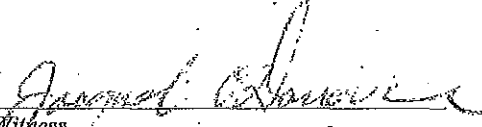


 Witness
 Print name: CATHY E. PHELPS

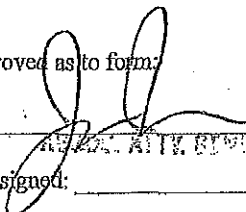
By 

 Print name: JOHN D. SCHEIB
 His MEMBER, Duly Authorized

Date signed: August 4, 2017



 Witness
 Print name: Jacqueline O'Donoghue

Approved as to form:


 Joseph P. Rubin
 Attorney General
 Date signed: 8/10/17