



February 26, 2015

New 500 Vehicle Parking Garage Westside Campus
WCSU, Danbury, CT
Project Number: CF-RD-284
Contract Number: CF-RD-284-DBCAMr. Norman Goldman
Desman, Inc.
d/b/a Desman Associates
55 Capitol Boulevard, 4th Floor
Rocky Hill, CT 06067

Dear Mr. Goldman:

Your **Design-Build Criteria Architect's Contract** dated **February 4, 2015**, for professional services for the subject project, has been fully executed and approved by all concerned parties. We are forwarding herewith a copy of this contract. Do not proceed with the contract work until you receive written notice to proceed from the Department of Administrative Services (DAS), Division of Construction Services ("DCS") project manager assigned to this project.

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

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

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

If you should have any questions in regard to the above, please contact the DCS project manager, Peter Simmons, assigned to this project at (860) 713-5636.

Sincerely,

Gail Westergren
Legal Services UnitEnclosures: Contract No. CF-RD-284-DBCA
CERT-134cc: Keith Epstein, CT State Colleges & Universities, w/contract
State Properties Review Board w/contract
Glenn Knapsack, DAS Project Accounting, w/contract
DCS Legal Services Unit w/ contract
Peter Simmons, DCS Project Manager, w/original contract
Randy Daigle, DCS Process Management, w/contract

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF CONSTRUCTION SERVICES

**DESIGN-BUILD CRITERIA ARCHITECT'S CONTRACT FOR Programming, Request for Proposal (RFP)
Development, Project Design Oversight and Construction Observation**

**PROJECT NUMBER: CF-RD-284
CONTRACT NUMBER: CF-RD-284-DBCA**

This contract is entered into this *4th* day of *February, 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

**DESMAN, Inc.
d/b/a DESMAN Associates
55 Capital Boulevard, 4th Floor
Rocky Hill, CT 06067**

hereinafter called the "Architect" or "contractor," for certain services herein designated in connection with the project entitled:

**New 500 Vehicle Parking Garage
Westside Campus
Western Connecticut State University
Danbury, Connecticut**

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

I. GENERAL

- A. The Architect agrees to furnish certain services as set forth in Exhibit A, which exhibit is attached hereto and made a part hereof.
- B. The Architect agrees to become familiar with and follow the 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., and the services furnished hereunder 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 documents prepared by them or under their supervision.
- E. The Architect covenants and agrees that it shall perform its 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.

- G. 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.
- H. It is mutually agreed and understood that all finished and unfinished documentation prepared pursuant to this contract shall become the exclusive property of the State, and that the State shall have the right to immediate possession and use thereof. The State agrees that all such documentation is not to be altered by others and is to be used only in conjunction with the project for which it was prepared unless written consent is obtained from the Architect. Such consent will not be withheld provided the State agrees that upon any alterations of the Architect's documents by others, or upon reuse of the documents for any other project, the Architect will be relieved by the State of any and all responsibility arising out of such alterations or reuse or in connection therewith. The provisions of this section shall survive the termination of this contract and shall thereafter remain in full force and effect.

II. PAYMENT OF ARCHITECT'S FEE

- A. The State agrees to pay the Architect for the services herein described the total fee set forth in Article III. 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 DAS, 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 DCS.

III. FEE SCHEDULE

The Architect's total fee of **Five Hundred Ninety One Thousand Eight Hundred Eighty Three Dollars (\$591,883.00)** shall be paid as indicated below and as set forth in Exhibit A:

- A. Phase One (Programming, RFP Development, Evaluation of Design-Build Team Proposals): **Three Hundred Seventy Five Thousand Nine Hundred Twenty Nine Dollars (\$375,929.00);**
- B. Phase Two (Project Design Oversight): **Sixty Five Thousand Four Hundred Dollars (\$65,400.00);**
- C. In the event that the State of Connecticut approves funding for the construction of the project; Phase Three (Construction Observation): **One Hundred Fifty Thousand Five Hundred Fifty Four Dollars (\$150,554.00).**

It is understood that the Architect's total fee hereinbefore mentioned in this article shall be increased by any payments that the State shall be obligated to make pursuant to the provisions of Article V, and shall be reduced as noted in said article for any reduction in the Architect's scope of services. It is also understood that a reasonable adjustment in said total fee shall be made by the Commissioner in the event of suspension or termination, as provided in Articles IX and X.

IV. TIME SCHEDULE

materials, submittals, and services in Exhibit A

The Architect shall provide the following within the time periods specified. The Architect shall not commence any work under the contract until the Architect receives written authorization to proceed from the DCS Project Manager.

- A. 6 copies of the Phase One Submittal within 90 calendar days after receipt of written notice to proceed;
- B. 6 copies of the Phase Two Submittal within 180 calendar days after receipt of written notice to proceed;
- C. Phase Three Submittal: See Exhibit A for contract material submittals and schedule.

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.
- 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.

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 any documents 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 documents as may be required by job conditions. The Commissioner shall determine the amounts of such fees.

VI. 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.

VII. 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."

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."

VIII. 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.

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. 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 effective 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 its 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 its 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.

XI. 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 this 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 this contract.

Each of the policies for such kinds of insurance mentioned above shall be issued by an insurance company or companies satisfactory to the DCS and shall contain a provision that coverages will not be changed, cancelled, or non-renewed until at least sixty (60) calendar days' prior written notice has been given to the 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 employers' liability insurance and to the coverage for professional liability insurance. Certificates of insurance showing such coverages as required in this article shall be filed with the DCS prior to the time this contract is executed on behalf of the State.

XII. 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.

XIII. 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.

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. APPROVAL OF THE 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.

XVI. APPROVAL OF THE ATTORNEY GENERAL'S OFFICE

This contract shall become effective 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.

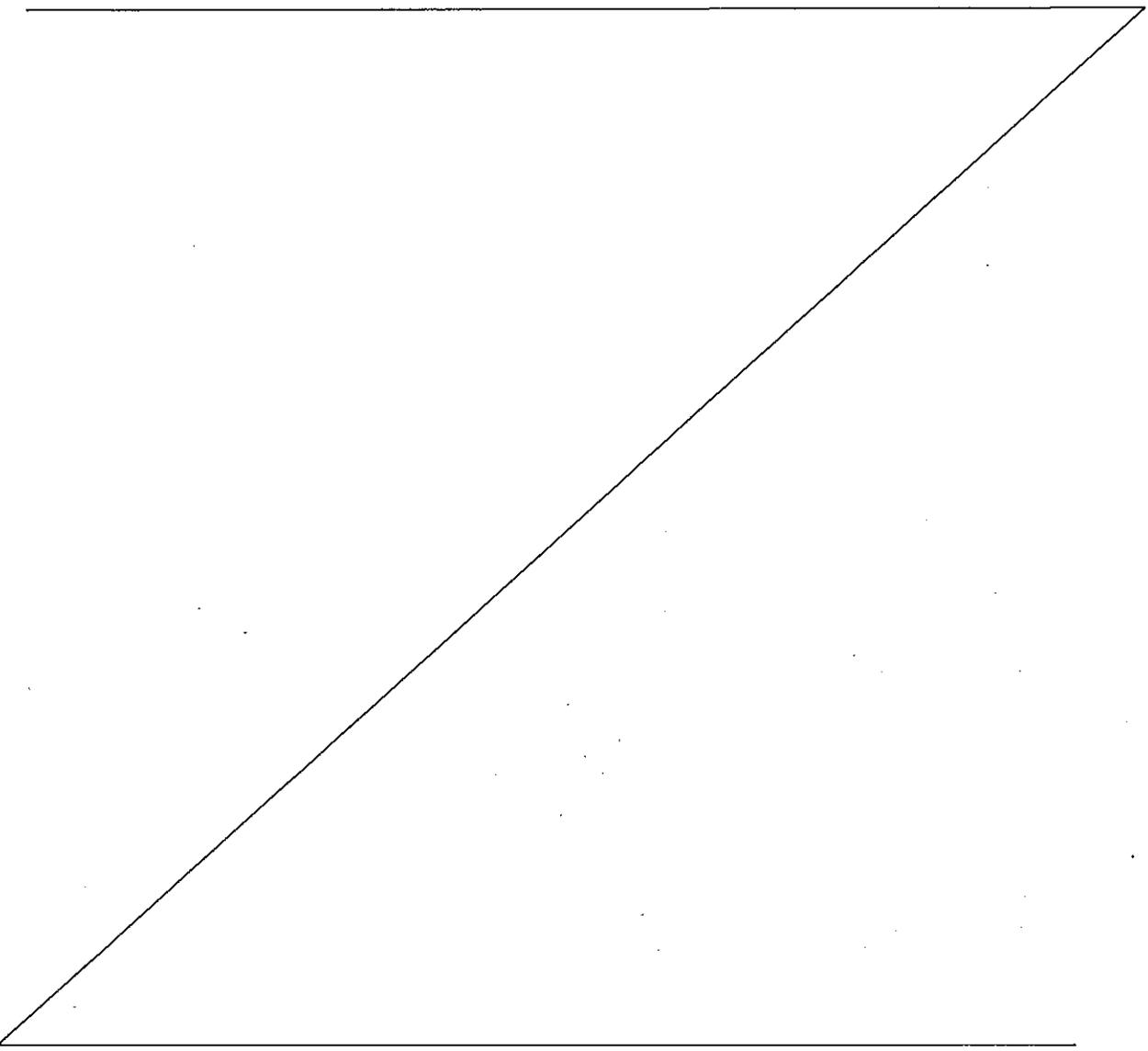
XVII. STATE'S RIGHTS OF INSPECTION, AUDIT AND COLLECTION; MAINTENANCE OF RECORDS

- (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 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.

XVIII. 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.



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

Attested by:



Witness

Print name: Andrea Keilty



Witness

Print name: Debra J. Amietta

Attested by:



Witness

Print name: JO ANN SZEŁA



Witness

Print name: GAIL WESTERGRÉN

State of Connecticut

By 

Melody A. Currey

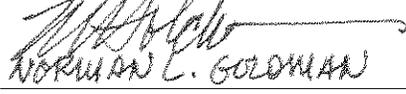
Commissioner

Department of Administrative Services

Division of Construction Services

Date signed: 2/4/15

DESMAN, Inc. d/b/a DESMAN Associates

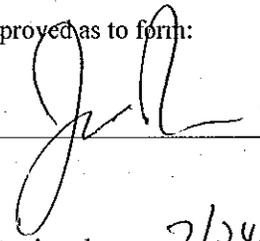

NORMAN L. GOLDMAN

Print name:

Its ASSOCIATE VICE PRESIDENT, duly Authorized

Date signed: 2/3/15

Approved as to form:



Attorney General
Joseph Rubin

Date signed: 2/24/15

EXHIBIT A

New 500 Vehicle Parking Garage
Westside Campus
Western Connecticut State University
Danbury, Connecticut
Project No. CF-RD-284
Contract No. CF-RD-284-DBCA

SECTION I - GENERAL

The scope of professional services to be provided by the Design-Build Criteria Architect (DBCA or Architect) under this contract consists of providing the services described below in connection with the project.

- A. Project Title: New 500 Vehicle Parking Garage at Western Connecticut State University, Danbury, CT.
- B. Project Description: Using the design-build delivery method, construction of a new 500 vehicle parking garage that includes, but is not limited to, the following:
 - 1. New parking garage for 500 vehicles to accommodate the increased parking necessitated by the new Visual and Performing Arts Center;
 - 2. The design-build budget for this project is \$11,750,000.00.
- C. Project Location: The site is at the Westside Campus at Western Connecticut State University in Danbury, CT.
- D. The Architect agrees that neither it nor any member of the DBCA team will serve as a consultant to any firm seeking to obtain the design-build contract; serve as a contractor for such contract; or serve as a subcontractor or consultant to the firm that is awarded such contract.

SECTION II - SPECIFIC SCOPE OF SERVICES

Services provided by the Design Build Criteria Architect (DBCA or Architect) will consist of developing or assisting with conceptual, schematic design and management oversight activities in conjunction with the planning, design, construction, and commissioning of a design build project. The term "owner" shall refer to Department of Administrative Services, Division of Construction Services ("DAS").

A. Phase One

1. Site Alternatives Analysis

- a. The DBCA will review and evaluate overall objectives of the Project, and advise the Owner as to potential engineering and construction impediments to achieving these objectives; assist the Owner in development of program policies with respect to the design, contracting and other program issues; confer with the Owner regarding project goals for budget, time schedule, design concepts and quality; all of which shall serve as the "Basis for Design" and developing a Program Management Plan.
- b. The DBCA shall prepare a plan for assignment of sub-consultants responsibility for providing initial information and data required for the site alternative study and for procuring all identified approvals and permits. Monitor and report on progress in obtaining the identified approvals and permits such as environmental and traffic.
- c. The DBCA shall conduct a pre-design study of up to three (3) alternative sites at the WCSU Westside Campus for locating the proposed garage facility. The DBCA shall refine the study for the preferred site, selected by the owner, regarding height, points of ingress and egress, pedestrian access, relationships with existing or planned facilities, budgets; develop a site comparison matrix to facilitate site selection, comment and advise. Develop a report and present.

- d. Meet with stakeholders and governmental agencies, incorporate the finding in the site plan and design documents.
- e. The DBCA shall develop comprehensive design documents for the Owner's approval addressing site preparation (including, as applicable, environmental remediation) for, and design and construction of, a New Garage. Matters addressed by such documents shall include, but not be limited to, all site, architectural and structural issues relating to the building and all of its mechanical, electrical, lighting (including foot candle rating and types of fixtures to be used within the lighting system and project service requirements), MEP and other subsystems and components, construction criteria, and active and passive vehicular and pedestrian security provisions.
- f. Prepare project construction cost estimates and construction schedules based on program documents.

2. 35% Design Documents

- a. With the support of professional sub consultants, retained for this project assisting in developing comprehensive design documents for the Owner's approval addressing site preparation (including, as applicable, geotechnical, survey, traffic and environmental assessment) for, and design and construction of, a New 500 Space Garage on the west side of WCSU. Matters addressed by such documents shall include, but not be limited to, all site (including erosion control and storm water management), architectural and structural issues relating to the building and all of its mechanical, electrical, lighting (including foot candle rating and types of fixtures to be used within the lighting system and project service requirements), MEP and other subsystems and components, construction criteria, and active and passive vehicular and pedestrian security provisions.
- b. The DBCA will prepare a set of 35% performance specifications and drawings consistent with the material approved by Owner encompassing site landscaping, architectural, structural site, civil, traffic, utilities, mechanical, plumbing, lighting aspects of the Project. Incorporate all geotechnical, code and site specific materials.
- c. Certain elements of the project related to regulatory permits and approvals will be designed to a greater degree of completion than 35% to reduce delays to the project schedule. These elements include traffic engineering to 100%, civil to 60%, site to 100%, survey to 100%, environmental phase 1 Environmental Site Assessment ("ESA") and geotechnical to 60%. The Design Build contractor shall be responsible for completing designs and obtaining all permits with the exception of the Office of State Traffic Administration (OSTA) generator certification and the DEEP Floodplain Management Certification.
- d. Develop project budgets and construction schedules based on program documents.
- e. Prepare and present all documents required in connection with the review and approval of Project by Owner and any other governmental bodies having jurisdiction.
- f. The DBCA will prepare a written monthly report on all aspects of the progress of the Project and submit it to the Owner. Monthly reports shall include, but not be limited to progress of the Project and status with respect to budget and schedule.
- g. Prepare Design Build documents consisting of drawings, specifications and instructions to proposers.

3. Bidding

- a. The DBCA will review initial expressions of interest from proposers, assist in short listing the top (3) three to (4) four who will be invited to bid and assist in conducting a mandatory pre-proposal meeting.
- b. The DBCA will issue Design Build RFP documents to DAS consisting of drawings, specifications and instructions to proposers to be included in bid documents.
- c. The DBCA will respond to RFIs during bidding
- d. The DBCA will attend site visit, and/or pre-proposal conference, and formally respond to questions from proposers at the meeting.
- e. The DBCA will develop a bid response matrix and assist the owner in reviewing each submission.

- f. The DBCA will attend interviews of selected Design Build Teams and assist in developing questions posed by owner.
- g. The DBCA will assist the owner in selection of the final team and contract award.

B. Phase Two

4. Design-Builder Design Phase

- a. The DBCA will schedule and attend regular meetings with the Owner and Design-Build Team and/or other parties, as needed, during the development of the contract documents. The DBCA will review the Design-Build Team's work products to insure that the contract documents are developed in accordance with the original scope of the RFP. Respond to questions relative to project and parking related amenities. Review and evaluate; site use and improvements, selection of materials, building systems and equipment.
- b. The DBCA will conduct design reviews at the end of the Design-Builders Design Development Document Phase and at 95% completion of the Construction Document Phase of project design. The DBCA will evaluate design for compliance to program objective and specifications (including, but not limited to fascia and aesthetic treatments applicable to the building, in terms of adaption to structural solutions, compatibility with the aesthetics of the adjacent campus; subsystem details such as drainage, mechanical, HVAC, electrical and lighting, etc.; code requirements, maintenance and security considerations, cost, and construction schedules).
- c. The DBCA will review and evaluate project and design phase schedules as developed by the Design Build Team for comprehensiveness.
- d. The DBCA will confirm at the end of design phase that all project participants concur that design documents are complete, coordinated, adequately representative of the owner's needs, and suitable for construction.
- e. The DBCA will advise the Owner, regarding the Design Build Team's plan of use, Schedule of Values ("SOV"), submittal schedule and construction schedule.

C. Phase Three

5. Construction Observation Phase

- a. Review, evaluate and monitor procedures for requesting, evaluating and awarding purchase orders and construction contracts as necessary to verify compliance with Owner's contractual requirement.
- b. Receive approved shop drawings for review, information and use, and monitor approval schedules to insure compliance with scope and intent of plans and specifications as required.
- c. Monitor construction through job site visits to ascertain on-going compliance with RFP and Construction Documents. Review, evaluate and audit as necessary each phase of the Project to determine completion in accordance with Contract Documents and the Owner's objectives of cost, time and quality.
- d. Review and evaluate the Project construction progress. Identify long lead times and any potential variances between schedules and the impact on probable starting and completion dates. Advise the Owner of any irregularities and recommend actions to mitigate delays.
- e. Conduct audit of projects performance, quality, and cost at least once quarterly. Advise the Owner of any irregularities and recommend corrective action as necessary.
- f. Monitor the status of approvals and permits that are the responsibility of the Design Build contractor. Coordinate special inspection requirements between Design Build Contractor and DCS Testing Agency.
- g. Review and comment as appropriate on all written monthly progress reports to the Owner, including information with respect to design, construction management and construction and the percentage of completion. Compile and submit to the Owner a monthly progress report covering the Project.

- h. Review and evaluate procedures for obtaining/maintaining a current set of record drawings, specifications and operating manuals. Monitor the implementation of such procedures. At the completion of the Project, facilitate delivery of all records and as-built documents to the Owner.
- i. The DBCA will establish and implement program and procedures to ensure timely identification, review, analysis, and resolution of potential claims and/or disputes. Monitor adherence to these procedures.
- j. The DBCA will review and evaluate procedures for obtaining documents of all required guaranties and warranties. Monitor the implementation of those procedures and log of receipt of all such warranties and guaranties. Review and evaluate all such warranties and guaranties to determine compliance with requirements.
- k. The DBCA will provide on-site observation of construction progress. As appropriate to work in process on average, the DBCA will provide 16-hours per week of on-site construction observation.
- l. During the process of project completion, at appropriate times, the architect shall review and monitor the Design Builders as-built submissions and at final completion the architect shall review the as-built set of drawings submitted by the Design Build Team for compliance to the actual construction.
- m. Review and evaluate procedures for delivery of maintenance and operation manuals. Monitor implementation.
- n. Review and evaluate procedures for project close out. Monitor implementation.
- o. Inspect the facility with the Design Build Team's Contractor, Owner, Architect and Engineer of Record prior to completion and develop a punch list. Monitor through final.
- p. Administer development of systems and maintenance manual covering all aspects of the project by working with the professionals and Design Build Team's Contractors.
- q. Report to the Owner and recommend corrective actions for any deficiencies.

6. Peer Review

- a. Provide statutorily required peer review of plans and specifications.

7. Design Teams Performance

- a. Assist in DAS performance evaluation of the Design Build Team.
- b. Conduct quarterly audit of the Design Build Team's performance.

SECTION III—DESIGN-BUILD CRITERIA ARCHITECT TEAM (DBCA TEAM)

In addition to the necessary and appropriate staff resources of the DBCA, the following consultants are included as members of the DBCA Team:

Architecture	JCJ Architecture	38 Prospect Ave., Hartford CT 06103
Civil	Freeman Companies, LLC	100 Wells St., Suite 2H, Hartford, CT 06103
MEP	Silver/Petrucci + Associates	3190 Whitney Ave., Hamden, CT 06518
Traffic	Beta Engineers	750 Old Main St., Rocky Hill, CT 06047
Landscape	Didona Associates	70 North St., Danbury, CT 06810
Special Inspector	Joseph L. Calabrese, PC	51 Lakeside Blvd East, Waterbury, CT 06708
Cost Estimating	Leach Consulting	1 Old Mountain Road, Farmington, CT 06032
Environmental	Langan	555 Long Wharf Drive, New Haven, CT 06511

- 1. The parking garage constructed through this project does not qualify as a High Performance Building Regulations (RCSA 16a-38k-1 through 9), "the Regulations", and will not need to meet the Leadership in Energy and Environmental Design (LEED) Silver certification. The DBCA will provide commissioning services during the pre-design phase, the design phase, the construction phase, occupancy and the post-occupancy phases, in support of documenting compliance.

2. The DBCA shall provide commissioning services through its own staff and its sub-consultants. The DBCA shall meet the minimum qualifications as established by DAS and set forth below, and shall be acceptable to DAS.
3. The DBCA or its staff designated for this project shall satisfy the following requirements:
 - 3.1 Has acted as the principal in commissioning for at least three projects of relative size and complexity to this Project over the past three (3) years.
 - 3.2 Has had recent extensive experience construction projects.
 - 3.3 Possesses extensive knowledge in building operation and maintenance training.
 - 3.4 Possesses excellent verbal and written communication skills; is highly organized; and is able to interact effectively with design professionals, owner and contractor's project management staff as well as technicians and tradesmen.
 - 3.5 Has extensive experience in writing commissioning specifications.
 - 3.6 Has staff designated for this project who are licensed by the State of Connecticut as Professional Engineers in mechanical and electrical engineering.
4. Commissioning Process activities to be completed by the DBCA during Phase 1 - Programming, RFP Development, and Evaluation of Design-Build Entity Teams include:
 - 4.1 Review and comment on DAS documentation.
 - 4.2 Develop Commissioning documentation for RFP
 - 4.2.1 Develop and document the Owner's Project Requirements for inclusion in the RFP.
 - 4.2.2 Develop the scope and estimated D-B Entity's budget for the Commissioning Process.
 - 4.2.3 Develop the initial Commissioning Scope for inclusion in the RFP.
 - 4.2.4 Develop a format for an Issues Log and Issues Report to be included in RFP.
 - 4.3 Finalize RFP documentation.
 - 4.4 Evaluate D-B Proposals for Phase I - Programming, RFP Development, and Evaluation of Design-Build Entity Teams.
5. Commissioning Process activities to be completed by the DBCA during Phase 2- Project Design Oversight include:
 - 5.1 Document the Basis of Design in association with the D-B Entity Team design team.
 - 5.2 Work with DAS and the Owner to document adherence to the Owner's Project Requirements during design.
 - 5.3 Verify the basis of design with regard to the Owner's Project Requirements
 - 5.4 Develop a Commissioning Plan encompassing the Design, Construction, Occupancy and Post Occupancy Phases. The plan will include, but not be limited to, the following:
 - 5.4.1 Outline the commissioning responsibilities of the DBCA, DAS, client agency, Construction Administrator, design team, general contractor, and sub-contractors.
 - 5.4.2 The plan will identify what systems are to be commissioned.
 - 5.4.3 The plan will contain preliminary schedules for the commissioning of systems.
 - 5.5 Determine the commissioning requirements and activities to include in the construction documents and coordinate integration into the construction documents, including writing the general commissioning specifications.
 - 5.6 Perform design review of design documents of the recommended D-B Entity Team's proposal and subsequent submissions at Design Development, 60% Construction Documents, 95% Construction Documents with a follow-up check, prior to construction starting, to assure that the review comments are incorporated in the D-B Entity Team's Construction Documents.
 - 5.7 Review the Issue Log and provide Issue Reports as necessary.

- 5.8 Review a Design Phase Commissioning Report prepared by the D/B Entity.
6. Commissioning Process activities accomplished by the DBCA during Phase 3 – Construction Observation include:
- 6.1 Organize the Commissioning Process components and conduct a pre-bid and pre-construction meeting to review the commissioning requirements with the complete commissioning team.
 - 6.2 Organize and conduct periodic commissioning team meetings necessary to plan, develop the scope of, coordinate and schedule activities and resolve problems.
 - 6.3 Review submittals concurrent with the D-B Entity Team and DBCA team reviews.
 - 6.4 Review specific test procedures, direct the execution of the tests by the contractors and document the results of the tests. These functional test procedures shall provide a detailed procedure of how the system shall be tested and a record sheet for recording the test results.
 - 6.5 Document the correction and retesting of non-compliant items by the D-B Entity Team.
 - 6.6 Review pre-functional test Checklists and Verification forms for any equipment to be commissioned.
 - 6.7 Review contractor's work in completing Checklists and Verification forms. Track Checklist and Verification form completion.
 - 6.8 Review contractor's Construction Checklists to verify that contractor's quality process is achieving the Owner's Project Requirements.
 - 6.9 Review the Systems Manual for achieving the Owner's Project Requirements.
 - 6.10 Verify delivery of the Systems Manual.
 - 6.11 Oversee preparation of a Construction Phase Commissioning Report.
7. Commissioning Process activities accomplished by the DBCA during the Pre-Occupancy Phase include:
- 7.1 Schedule and verify deferred and seasonal testing by the contractors.
 - 7.2 Review the warranties with the operations and maintenance staff.
8. Commissioning Process activities accomplished by the DBCA during the Post-Occupancy 11-month inspection include:
- 8.1 Document any adjustments made to equipment or building operations.
 - 8.2 Prepare a Post-Occupancy report.

B. Code Compliance

The DBCA shall retain a qualified consultant to provide life safety code review services for the proposed structure.

- 1. Provide applicable code requirements on coversheet of 35% documents.
- 2. 60% Construction Documents life safety code review
 - 2.1 Review the plans specifications and egress calculations of the project to be constructed to determine their compliance with the requirements of the State Building Code to the extent necessary to assure life safety.
 - 2.2 Contact the architect of record to resolve any concerns with design.
 - 2.3 Submit a written summary to the Department of Administrative Services (DAS).
- 3. 95% Construction Documents life safety code review
 - 3.1 Review the plans specifications and egress calculations of the project to be constructed to determine their compliance with the requirements of the State Building Code to the extent necessary to assure life safety.
 - 3.2 Contact the architect of record to resolve any concerns with design.

- 3.3 Submit a written summary to the Department of Administrative Services (DAS).
- 4. Submittals
 - 4.1 First Submittal

The first submittal shall consist of a written report noting code review comments on 60% Construction Document plans, specifications and egress calculations.
 - 4.2 Second Submittal

The second submittal shall consist of a written report noting code review comments on 95% Construction Document plans, specifications and egress calculations.
- 5. Time Schedule: The Code Consultant shall provide the following within the time specified below:
 - 5.1 Three (3) copies and electronic file of the first submittal within Thirty (30) business days after receipt of the 60% contract documents.
 - 5.2 Three (3) copies and electronic file of the second submittal within Thirty (30) business days after receipt of the 95% contract documents.

SECTION IV--SCHEDULE OF TASKS

The following schedule shall be utilized upon DAS Notice to Proceed to begin each task:

C. Task I - Review of DAS documentation

- 1. Review operational and programming needs developed by DAS and user agency.
- 2. Review site assessment information provided by DAS including: site survey; subsurface investigation; Office of the State Traffic Administration approval for the project; Dept. of Energy and Environmental Protection (DEEP) approval for this project; and DAS Checklist for Permit and Approvals.
- 3. Review and comment on DAS prepared Request for Proposals (RFP) seeking D-B Entity Teams: Volume I – General Conditions and Requirements; Volume II - Design Program, identifying all criteria; and Volume III – Construction Quality Standards.
- 4. Submit comments to DAS electronically.
- 5. Review comments with DAS and make adjustment as needed.
- 6. Set up a project web site for use on this project to share project information between DAS, DBCA, and D-B Entity Team.

D. Task 2 – Pre-Design/Site Selection

- 1. Develop a site design concepts for review by DAS and user agency that allows development of the site to meet the user agency program within the given constraints.
- 2. Submit concept to DAS electronically.
- 3. Review selection matrix with DAS and make adjustments as needed.
- 4. Prepare final site design concept for incorporation into RFP.

E. Task 3 – RFQ Support

- 1. Assist DAS in preparation of the RFQ documents. Standard DAS Quality Based Selection (“QBS”) process.
- 2. Assist DAS with the evaluation of the D-B Entity Teams qualifications for adherence to RFQ requirements.
- 3. Assist DAS in preparation of a short-list of D-B Entity Teams for submission of proposals
- 4. Provide a written evaluation of each submission.

F. Task 4 - Final RFP

1. Finalize RFP document - Volumes I, II and III. Incorporate any changes resulting from Task I and incorporate site design concept and information from Commissioning Agent.
 2. Assist DAS in publishing the RFP.
 3. Post RFP documents to project web site.
- G. Task 5 - Review and Evaluate D-B Entity Teams Proposals**
1. Participate in pre-proposal meeting with competing D-B Entity Teams and issue clarification documentation.
 2. Prepare an evaluation matrix.
 3. Assist DAS with the evaluation of the D-B Entity Teams submissions for adherence to RFP requirements and operational plan, including proposal review and participation in scheduled interviews with D-B Entity Teams.
 4. Provide a written evaluation of each submission.
- H. Task 6 - Review and Evaluate D-B Entity Team Design Submissions**
1. Review and comment on the proposed project budget and schedule of the recommended D-B Entity Team's proposal.
 2. Establish a schedule of milestones for the selected D-B Entity Team that indicates when progress submissions are to be made to DAS.
- I. Task 7 – Design Review Meetings**
1. Attend design meetings as needed, to provide oversight during D-B Entity Team's Design Development for conformance with Request for Proposal (RFP) document.
- J. Task 8 - Review Design Development Documents**
1. At the end of the D-B Entity Team's Design Development Phase of work, review design documents for conformance with Request for Proposal (RFP) document
 2. Provide written report on submission
 3. Participate in informational meeting with DAS to discuss the findings
 4. Participate in a subsequent meeting, if necessary, with the D-B Entity Team to convey same.
- K. Task 9 – Review 60% Construction Documents**
1. At approximately 60% completion of the D-B Entity Team's Construction Documents, including the Project Manual (specifications), review design documents for conformance with Request for Proposal (RFP) document.
 2. Provide written report on submission
 3. Participate in informational meeting with DAS to discuss the findings
 4. Participate in a subsequent meeting, if necessary, with the D-B Entity Team to convey same.
- L. Task 10 – Review 95% Construction Documents**
1. At approximately 95% completion of the D-B Entity Team's Construction Documents, including the Project Manual (specifications) but before construction begins, review design documents for conformance with Request for Proposal (RFP) document.
 2. Provide written report on submission
 3. Participate in informational meeting with DAS to discuss the findings
 4. Participate in a subsequent meeting, if necessary, with the D-B Entity Team to convey same.

5. Perform a follow-up check, prior to construction starting, to assure that the review comments are incorporated in the D-B Entity Team's Construction Documents.

SECTION V--DELIVERABLES

M. Phase One -- Programming, RFP Development, and Evaluation of Design-Build Entity Teams

DBCA will provide DAS with one electronic source file, one electronic PDF file, and six copies of the Final RFP document. DBCA will also post the Final RFP document on the project web site in PDF format.

N. Phase Two -- Project Design Oversight

DBCA will provide DAS with one electronic source file, one electronic PDF file, and six copies each of the 30%, 60% and 95% progress reviews. DBCA will also post the 30%, 60% and 95% progress reviews on the project web site in PDF format.

SECTION VI--FEE SCHEDULE

O. Phase One Fees -- Three Hundred Seventy Five Thousand Nine Hundred Twenty Nine Dollars and Seventy Cents (\$375,929.70).

P. Phase Two Fees -- Sixty Five Thousand Four Hundred Dollars (\$65,400.00).

Q. Phase Three Construction Observation Fees:

1. Included in the Design-Build Criteria Architect's total fee stated in Article III of this contract are interim payments of the Phase 3 fees, including DBCA and Third Party Structural Engineer fees for work in this phase, a total not to exceed fee of One Hundred Fifty Thousand Five Hundred Fifty Four Dollars, \$150,554.00 (including \$96,850.00 for Basic Services and \$53,704.00 for DBCA Services) as follows:
2. Monthly payments: The DBCA shall be paid a monthly fee of Eleven Thousand Two Dollars (\$ 11,002.00) over a projected 400 calendar days. Such monthly amount shall be paid on a calendar month basis, in arrears, during such construction period until construction reaches 95% completion. The balance of the fee due the DBCA shall be payable upon completion of the work called for in the Design-Build Agreement and includes the project close-out. There will be a pro-rata adjustment in the first and/or last monthly fees in the event of a partial calendar month at the beginning and/or end of such construction period. Said number of months for the construction period of the project may be adjusted in writing by the Commissioner of the DAS. It is acknowledged that the DBCA fee is based, in part, on the duration of the construction period and should this time be changed from the eighteen month period, appropriate adjustments will be made to DBCA fee.

R. The total fee stated in Article III of this contract includes the fees for all subconsultants providing services associated with the scope of services in this contract, as well as the Architect's (DBCA) overhead and profit.

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. 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.