

STATE OF CONNECTICUT  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
STANDARD FIXED-FEE ARCHITECT'S CONTRACT

PROJECT NUMBER: BI-T-614  
CONTRACT NUMBER: BI-T-614 ARC

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

**Harkness Memorial State Park Support Complex and Water Tower Renovations**

is entered into this 7<sup>th</sup> day of February, 2019 by and between the State of Connecticut, hereinafter called the State, acting herein by its Commissioner or designee, duly authorized, of the Department of Administrative Services (DAS) under the provisions of Sections 4-8, 4b-1, 4b-1b, 4a-1, 4a-2, and 4b-3.

of the Connecticut General Statutes, as revised and/or amended, and

**Nelson & Edwards Company Architects, LLC**  
1156 Main Street  
Branford, CT 06405

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 **One Million Seventy-one Thousand Sixty-four Dollars (\$1,071,064.00)** shall be paid as indicated below, and such other work as described in Section II of Exhibit A, which exhibit is attached hereto and made a part hereof, for the completion of the work specified when previously authorized in writing:
  - A. Schematic Design Phase: **One Hundred Twenty Thousand Seven Hundred Twenty-eight Dollars (\$120,728.00);**
  - B. Design Development Phase: **One Hundred Sixty Thousand Nine Hundred Seventy-one Dollars (\$160,971.00);**
  - C. Contract Documents Phase: **Two Hundred Forty-One Thousand Four Hundred Fifty-six Dollars (\$241,456.00);**
  - D. The Architect shall be paid a sum of **Forty Thousand Two Hundred Forty-three Dollars (\$40,243.00)** 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' satisfaction, or when the State's construction contract with the general contractor is signed. If neither occurs, this amount will not be earned and paid.
  - E. In the event the State approves and allocates funds for construction, a sum of **Two Hundred Forty-one Thousand Four Hundred Fifty-six Dollars (\$241,456.00)** 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 shall be paid in equal monthly installments, based upon the construction contract time, until payment reaches 90% of the construction administration sum. An additional 5% of the construction administration sum 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 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. An additional 5% of the construction administration sum 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 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.

It is understood that the Architect's total fee hereinbefore mentioned in paragraph 2 shall be reduced by the sum hereinbefore mentioned in subparagraph 2E if construction administration is not requested, and, conversely, shall be increased by any payments that the State shall be obligated to make pursuant to the provisions of Article V and Section C of Article VII of the "Terms and Conditions of Contract between State and Architect." Said total fee shall also be subject to reduction pursuant to the provisions of the third paragraph of Section D of Article V of the "Terms and Conditions of Contract between State and Architect." It is also understood that a reasonable adjustment in said total fee shall be made by the Commissioner of 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: 70 calendar days after receipt of written notice to proceed;
  - B. Design Development Phase: 85 calendar days after receipt of written notice to proceed;
  - C. Contract Documents Phase: 100 calendar days after receipt of written notice to proceed.
4. The Architect's design shall be based on a total construction budget of **Seven Million Four Hundred Sixty-Six Thousand Dollars (7,466,000.00)**.
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: 4 sets of full-size drawings, 2 sets of half-size drawings; 2 sets of specifications; and 2 sets of detailed cost estimates;
  - B. Design Development Phase: 4 sets of full-size drawings, 2 sets of half-size drawings; 4 sets of specifications; and 2 sets of detailed cost estimates;
  - C. Contract Documents Phase: 4 sets of full-size drawings, 2 sets of half-size drawings; 4 sets of specifications; and 2 sets of detailed cost estimates.
7. The Architect shall develop drawings for this project using computer aided drafting software fully compatible with an AutoCAD version as approved in writing by the Department of Administrative Services. 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":

Article IV is amended to add Section D as follows:

- D.
1. The amount in Subparagraph 2A of the contract shall be paid in two (2) equal installments.
  2. The amount in Subparagraph 2B of the contract shall be paid in two (2) equal installments.
  3. The amount in Subparagraph 2C of the contract shall be paid in three (3) equal installments.
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.
13. **Notices:** The Architect provides the following information for the purpose of receiving notices under this contract, and agrees to promptly notify the DAS project manager in writing if there are changes to the information.

Contact person: Sara Nelson

Address for registered or certified mail: 1156 East Main Street, Branford, CT 06405

Address for hand delivery: 1156 East Main Street, Branford, CT 06405

Email: [nelson@nec-architects.com](mailto:nelson@nec-architects.com)

Facsimile transmission telecopy (fax) number: 203.481.1992

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

E. Choquette  
Witness  
Print name: Erin Choquette

By [Signature]  
Josh Geballe,  
Commissioner  
Department of Administrative Services

[Signature]  
Witness  
Print name: [Signature]

Date signed: 2-7-19

Attested by:

Nelson & Edwards Company Architects, LLC

[Signature]  
Witness  
Print name: Christopher Louardo

By [Signature]  
Print name: Thomas Donald Edwards  
Its LLC MEMBER, Duly Authorized

[Signature]  
Witness  
Print name: Jacqueline O'Donovan

Date signed: FEBRUARY 6, 2019

Approved as to form:

[Signature]  
Josh [Signature] Asst Deputy Attorney General

Date signed: 2/14/19

## EXHIBIT A

Harkness Memorial State Park Support Complex  
and Water Tower Renovations  
275 Great Neck Road  
Waterford, Connecticut  
Project No. BI-T-614  
Contract No. BI-T-614 ARC

### Section I

The Architect will provide professional services as set forth in the contract in connection with the following construction work.

Complete renovation and restoration of the Harkness Memorial State Park Support Complex and the adjacent Windmill/Water Tank to sound structural state so they can be used for Park interpretive programs.

- The Support Complex is two-stories plus a basement and an attic and in total comprises approximately 28,500 gross square feet, including the basement, garage, main floor and second floor.
- All programmatic and interpretive building elements will be restored to their original condition, including the first floor garage; bowling alley, billiards room, squash court, gift shop, horse stall areas. Other areas, such as the second floor apartments, toilet rooms, basement and attic areas, will be refurbished as required to support the building use.
- The Support Complex includes lead and asbestos abatement (provided by an outside licensed contractor); repair and refinishing of walls, floors and ceilings; restoration and/or replacement of windows; upgrading and zoning of HVAC systems for more efficient energy use; restoration of the former residence quarters into employee office space; restoration of the office wing into operating condition; and restoration of the garage and stable area into functional interpretive use.
- Restoration of the Windmill and Water Tank will include restoration and repointing of the masonry and concrete elements, window restoration, interior structural support repair/replacement, restoration of the windmill tower support timbers and the water tank roof structure, and repair and/or replacement of interior access ways.

The project shall comply with all pertinent building, fire safety and health codes. All improvements will meet American with Disabilities Act (ADA) requirements. All improvements will comply with the Department of Energy and Environmental Protection's facility standards.

The Architect agrees to become familiar with and follow the provisions set forth in the current version of the manual entitled "Capital Projects High Performance Buildings Guidelines" as of the date of this contract, prepared by the State of Connecticut, Department of Administrative Services.

### PM Web Project Management Software

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

1. The A/E will be provided with a license or licenses to access the software and for use by their sub-consultants. The A/E is required to utilize PMWeb for project specific documentation as directed by the DAS Project Manager.

2. All documents not created in PMWeb shall be scanned, uploaded and maintained by the A/E in the PMWeb Document Management System for this project and linked to the corresponding record in PMWeb.
3. The above listed requirements apply to all of the A/E's sub-consultants. Sub-consultants should attend the PMWeb training as a part of the A/E Team.

## Section II

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

### A. Pre-design Study of Existing Site Drainage

The Architect shall conduct a pre-design study of existing site drainage. The Architect is authorized to engage the services of Loureiro Engineering Associates, Inc., 100 Fort Hill Road, Groton, Connecticut, for services set forth in this subsection.

The Architect shall provide investigation of existing underground drainage lines north and west of the Services Building, including inner courtyard and drywell located north of the Services Building to define the extent and condition of the existing system and to document work for building restoration. Work is divided into two phases—the first to document existing system and condition and the second to formulate repair options for owner consideration based on condition. The cost of this work includes all utility mark out, excavations, CCTV inspections, and site cleanup.

The Architect shall provide one copy of a summary report presenting objectives, results, mitigation measures and potential environmental permitting, schematic plans, and cost estimates to DAS.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated in an amount not to exceed **Twenty-Six Thousand Six Hundred Eighty-seven Dollars (\$26,687.00)**.

### B. Civil Engineering Repairs of Existing Site Drainage (allowance)

The Architect shall provide the following civil engineering repair services. The Architect is authorized to engage the services of Loureiro Engineering Associates, Inc., 100 Fort Hill Road, Groton, Connecticut, for services set forth in this subsection.

Based on the pre-design study, civil engineering services shall be utilized to design and to provide contract administration services for a new drainage system and outlets, if required.

The Architect shall provide one copy of a drawing file in PDF and AutoCAD 2017 format to DAS.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated in an amount not to exceed **Fifty-two Thousand Seven Hundred Twenty-nine Dollars (\$52,729.00)**.

### C. Laser Scanning/Measured Drawing—Support Complex and Water Tower/Windmill

The Architect shall provide the following laser scanning and measured drawing:

- Support Complex—floor plans all levels; roof plans; reflected ceiling plans for basement, first and second floors; exterior elevations; 10 building sections; and interior elevations for the first and second floor rooms
- Water Tower/Windmill—3 floor plans for entry level, walk around level and roof plan, 4 exterior elevations, and 1 building section
- Laser scanning inside the water tower is not possible and not included

The Architect is authorized to engage the services of Existing Conditions Survey, Inc., 398 Columbus Avenue, #334, Boston, Massachusetts, for services set forth in this subsection.

The Architect shall provide one copy of a drawing file in PDF and AutoCAD 2017 format to DAS.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated in an amount not to exceed **Forty-Six Thousand Ten Dollars (\$46,010.00)**.

#### D. Current Compression Testing and Locate Reinforcing Bars

The Architect shall provide the following services. The Architect is authorized to engage the services of GNCB Consulting Engineers, P.C., 130 Elm Street, P.O. Box 802, Old Saybrook, Connecticut, for services set forth in this subsection.

Compression Testing—The Architect shall provide testing of existing concrete cores to determining compressive strength of existing concrete slabs, floor structures and depth of cover to reinforcing.

The Architect shall provide a compression testing report, coring location drawing, and an interpretation memo.

Locate Reinforcing Bars—The Architect shall provide surface penetrating radar to locate reinforcing bars in concrete structure in the Support Structure. This work shall include determining the location of steel reinforcing in the Support Complex concrete structure and is not intended to be comprehensive, but to include key areas to be identified at the professional discretion of the Structural Engineer.

The Architect shall provide testing procedures and a drawing locating rebar in structural slabs.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated in an amount not to exceed **Four Thousand Two Hundred Seventy-Nine Dollars (\$4,279.00)**.

#### E. Documentation and Analysis of Existing Structural Design of the Support Complex and Water Tower

The Architect shall document and analyze the existing structural design of the Support Structure and Water Tower. This work shall include an on-site survey utilizing an 85-foot lift to document, record, and analyze existing structural design of the Support Complex and the Water Tower. The Architect is authorized to engage the services of GNCB Consulting Engineers, P.C., 130 Elm Street, P.O. Box 802, Old Saybrook, Connecticut, for services set forth in this subsection.

The Architect shall provide field plans and notes identifying the building's structural systems and their condition noted on the drawings provided in connection with the laser scanning and measured drawing services identified in Paragraph C of this Section II.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated in an amount not to exceed **Sixteen Thousand Six Hundred Sixty-four Dollars (\$16,664.00)**.

#### F. Pre-Design Study for Building Envelope

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The Architect shall provide on-site field work to sound and inspect the condition of the exterior building envelope (excluding the roof), material collection, documentation and mapping of existing conditions, including material and systematic deficiencies, sub-strait conditions and material bonds.

The Architect shall provide annotated exterior elevations to document the conditions and extent of repairs required to inform the Schematic Design Phase.

For the services provided, the Architect shall be compensated in an amount not to exceed **Seventeen Thousand Two Hundred Dollars (\$17,200.00)**.

G. Architectural Programming for Support Complex

The Architect shall provide an on-site review, information gathering, detailed personal interviews, and operational analysis to establish and document the size, number, function, adjacency and operational, performance and design criteria for each of the user's requested spaces. Work also includes trial layouts for the identified spaces. The interviews are anticipated to include the Department of Energy and Environmental Protection personnel, as well as identified stakeholders, such as the Friends who maintain the gift shop or the weddings operations staff.

The Architect shall provide program quantification sheets for each of the principal building areas and support spaces within the Support Complex building with associated charts, trial layouts, and diagrams.

For the services provided, the Architect shall be compensated in an amount not to exceed **Twelve Thousand Nine Hundred Dollars (\$12,900.00)**.

H. Enumeration of Character-Defining Features Related to the National Register Listing

The Architect shall identify and evaluate the significance of all character-defining features, both interior and exterior of the Support Complex and Water Tower/Windmill culminating in program statement for conservation/preservation in accordance with the Secretary of the Interior's Standards. The resulting document shall facilitate the mandatory environmental review with the Department of Economic and Community Development's State Historic Preservation Office. The Architect is authorized to engage the services of Archaeological and Historical Services, Inc., 569 Middle Turnpike, P.O. Box 543, Storrs, Connecticut, for services set forth in this subsection.

The Architect shall provide an illustrated written report describing its findings in PDF format.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated in an amount not to exceed **Five Thousand Seven Hundred Twenty Dollars (\$5,720.00)**.

I. Phase 1 and Phase 2 Paint Analysis for Support Complex (Interior and Exterior)

The Architect is authorized to engage the services of Building Conservation Associates, Inc., 10 Langley Road, Suite 202, Newton Centre, Massachusetts, for services set forth in this subsection.

Phase 1 Paint Analysis—Review the building's interior and exterior paint surfaces. Exterior scope includes wood windows, window trim, frames, and shutters. Interior scope includes ceilings, walls, and trim as determined by the field investigation in the billiards room, bowling alley, garage, stable, and squash courts. Work will include visual and hand held microscopic investigations or elements to identify areas of protected finishes for future sampling and preliminary tests on limited trusses.

Phase 2 Paint Analysis—Take samples identified in the Phase 1 evaluation. Samples to be removed from exterior wood windows, window trim, frames, shutters (6 samples total) and interior ceilings, walls, and trim (20-sample allowance). Using field microscope and electric Dremel tool, remove representative finish samples from interior and exterior elements. Sample areas will be filled with wood filler that will not be painted to match the surrounding element. Analysis work includes



sectioning, casting, polishing, mounting of samples, examining samples, documenting finish layering and matching of earliest extant finish layer to a color in the standardized Munsell color system.

For both Phase 1 and Phase 2, the Architect shall provide a written report illustrated with supporting photographs. Phase 2 paint analysis shall also include photomicrographs and laboratory data.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated in an amount not to exceed **Twenty-Six Thousand Three Hundred Thirty-seven Dollars (\$26,337.00)**.

J. Materials Testing for Support Complex (Stucco, Plaster, Concrete, Mortar)

The Architect at its discretion shall provide materials testing, which may include, but not be limited to:

- Deep well probe stucco testing
- Movement monitors
- Chemical composition analysis including identification of primary ingredients and proportions (dependent on condition assessment findings)
- Cost of contractor to obtain samples or provide access

The Architect shall provide test reports from various findings.

For the services provided, the Architect shall be compensated in an amount not to exceed **Ten Thousand Seven Hundred Fifty Dollars (\$10,750.00)**.

K. Soil Boring

The Architect shall provide the following soil boring services. The Architect is authorized to engage the services of GNCB Consulting Engineers, P.C., 130 Elm Street, P.O. Box 802, Old Saybrook, Connecticut, for services set forth in this subsection. The Architect shall observe, analyze, and report for structural investigation two to four test pits and two to four borings to determine the soil bearing capacity and the soil seismic coefficient adjacent to building areas that have unreinforced masonry walls.

The Architect shall provide two PDF copies of Geotechnical Report by David Freed, P.E., GNCB Geotechnical Engineer and a letter report that includes the driller's logs and site soil boring location plan to DAS within 30 calendar days after written notice to proceed.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated in an amount not to exceed **Five Thousand Nine Hundred Thirteen Dollars (\$5,913.00)**.

L. Geothermal System Ground Loop design and Thermal Conductivity Test

The Architect shall design a closed-loop, ground-coupled heat exchanger. The Architect is authorized to engage the services of Landmark Facilities Group, Inc., 252 East Avenue, Norwalk, Connecticut, for services set forth in this subsection. Work includes bore field sizing and design of the "ground-side" of the geothermal system (well field/bore field, buried horizontal connector piping, etc.). If a geothermal heat pump system is selected, the architect shall perform a thermal conductivity test and a test well that will be a permanent installation and used as a geothermal well in the completed system.

The Architect shall provide PDF drawings and specifications for closed-loop, ground coupled heat exchanger, including "ground-side" elements of the system, specification of bore hole preparation,

the testing rig and testing procedures. The Architect shall also provide oversight and analysis of testing and test results with adjustments to the ground-loop design based on test results.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated in an amount not to exceed **Thirty-eight Thousand One Hundred Sixty-two Dollars (\$38,162.00)**.

M. Interpretive Program for Display Areas

The Architect shall prepare for conceptual interpretative programming for public display areas. The Architect is authorized to engage the services of Archaeological and Historical Services, Inc., 569 Middle Turnpike, P.O. Box 543, Storrs, Connecticut, for services set forth in this subsection.

The Architect shall provide findings and recommendations in electronic, PDF format.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated in an amount not to exceed **Two Thousand Eight Hundred Sixty Dollars (\$2,860.00)**.

**ATTACHMENT 1**  
(12 pages)

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**FORM CS-3A**  
**February 3, 1998**  
**Last Revision June 29, 2016**

**TERMS AND CONDITIONS OF CONTRACT**  
**BETWEEN STATE AND ARCHITECT**

**I. GENERAL**

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

**II. ARCHITECT'S SERVICES**

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

**F. INDEMNIFICATION.**

The Architect shall indemnify and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising directly or indirectly in connection with the contract, concerning the negligent acts of commission or omission (collectively, the "Acts") of the Architect or Architect Parties, and (2) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising directly or indirectly in connection with Claims, Acts or the contract, to the extent of the Architect's or Architect Parties' negligence. The Architect's obligations under this section to indemnify and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Architect's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted

compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance. For purposes of this section, the term "Claim" is defined as follows: "All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum."

#### G. ANTITRUST PROVISION.

The Architect hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Agreement that the Architect now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.*, and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties. For purposes of this section, the term "Claim" is defined as follows: "All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum."

### III. INSURANCE

The Architect for the duration of this contract, including any extension of the original contract term, must carry insurance to protect the interests of the State. The Architect must obtain statutory workers' compensation and employers' liability insurance, comprehensive automobile liability insurance, commercial general liability insurance and professional services liability insurance to not less than the minimum limits as required in this article, all at no cost to the State.

#### A. Statutory Workers' Compensation and Employers' Liability:

1. Workers' Compensation:	Statutory limits
2. Employers' Liability:	
Bodily injury by accident:	\$100,000 each accident
Bodily injury by illness:	\$100,000 each employee
	\$500,000 policy limit

#### B. Commercial General Liability:

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

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

Combined single limit:	\$1,000,000 each occurrence
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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 claim and annual aggregate minimum coverage for negligence and errors and omissions. If any claims are paid against its professional services liability insurance policy, the Architect agrees to purchase additional insurance in order to maintain the minimum coverage of \$1,000,000.00 each occurrence and per aggregate. The insurance shall remain in effect during the entire duration of the contract and for eight years after substantial completion of the project. For policies written on a "Claims Made" basis, the Architect agrees to maintain a retroactive date prior to or equal to the effective date of the contract. The Architect shall contractually require any structural engineering firm it hires to maintain professional liability insurance in the same amount and with the same provisions indicated above. The Architect's policy shall provide that it shall indemnify and save harmless the State and its officers, agents and employees from claims, suits, actions, damages and costs of every name and description resulting from negligence and errors and omissions in the work performed by the Architect under the terms of the contract.

Each of the policies for such kinds of insurance mentioned above shall be issued by an insurance company or companies satisfactory to the DAS. The Architect agrees that coverages will not be changed, canceled, or non-renewed until at least sixty (60) calendar days' prior written notice has been given to the DAS. Each insurance policy

shall state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance. Such insurance policies shall name the State as an additional insured, except that the State shall not be named as an additional insured with respect to the coverage for the statutory workers' compensation, automobile liability, and employer's liability insurance and to the coverage for professional liability insurance. Certificates of insurance showing such coverages as required in this article shall be filed with the DAS prior to the time this contract is executed on behalf of the State.

#### IV. PAYMENT OF ARCHITECT'S FEE

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

#### V. SPECIAL SERVICES

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

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

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

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

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

### **A. Schematic Design Phase**

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

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

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

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

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

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

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

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

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

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

#### C. Contract Documents Phase

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

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

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

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

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

#### D. Bidding Process

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

### VII. ARCHITECT'S DUTIES DURING CONSTRUCTION

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

conscientious and reasonable manner, the State may exercise its right to terminate this contract as hereinafter provided in Article VIII.

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

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

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

2. attend job meetings as required, at which the Architect shall, on the basis of his visitations to the site and observations thereon, report on the progress of the work and make recommendations concerning the same; participate in monthly meetings with the general contractor to obtain information necessary to be able to update the as-built drawings.
3. submit to the Department of Administrative Services, on the fifteenth and last days of each month, in such form as directed by the State, observation-based reports regarding the progress of the work;
4. examine submittals and furnish recommendations to the State concerning material and equipment, and review and report on the general contractor's proposals in connection with changes in the construction contract. These services are to be performed within five (5) calendar days of receipt of such proposals so as not to delay the work;
5. review and return partial payment requisitions submitted by the general contractor within three (3) working days of the receipt of such submittals;
6. review and comment on shop drawings submitted to him for review. This service is to be performed within ten (10) working days of the receipt of such submittals unless the Department of Administrative Services, assents to written notification of why this cannot be accomplished;
7. within thirty (30) calendar days after receipt, record on the original final tracings and CAD disks returned to him after the construction contract award all changes made during the period of construction as furnished and recorded by the general contractor, and, at his expense, provide updated CAD disks to the State which reflect such changes. The CAD disks shall become the property of the State;
8. fully cooperate with the Department of Administrative Services during the progress of the work.

C. In the event that the time period of the construction contract is exceeded by more than 10% due to no fault of the Architect, the Architect may be paid for any additional services required beyond the 10% construction contract time overrun a reasonable fee to be determined by the Commissioner. The question of fault or no fault on the part of the Architect shall be determined by the Commissioner.

## VIII. TERMINATION OF CONTRACT

A. Notwithstanding any provisions or language in this contract to the contrary, the Commissioner may terminate the contract whenever he/she determines in his/her sole discretion that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Architect of a written notice of termination. The notice of termination shall be sent by registered or certified mail to the Architect's address as furnished to the State for purposes of receiving notices under this contract, by email to the Architect's email address as furnished to the State for the purpose of notices, by facsimile transmission telecopy (fax) to the Architect's fax number as furnished to the State for the purpose of notices, 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 its duties under this contract, whether completed or in progress. All such documents, information and materials shall become the property of the State. **The mailing, email, fax, or hand delivery of such notice shall preclude any claim on the part of the Architect as to failure to receive notice of such termination.**



- 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.

#### **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 notice of such suspension in writing by registered or certified mail to the Architect's address furnished to the State for purposes of receiving notices under this contract, by email to the Architect's email address as furnished to the State for the purpose of notices, by facsimile transmission telecopy (fax) to the Architect's fax number as furnished to the State for the purpose of notices, or by hand delivery.
- B. Upon receipt of such notice, the Architect shall immediately discontinue all services affected (unless the notice directs otherwise). The mailing, email, fax or hand delivery of such notice shall preclude any claim on the part of the Architect as to failure to receive notice of such suspension.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.

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

- A. The Architect agrees on behalf of the Architect and the Architect's principals, employees, agents, heirs, successors and assigns that they shall only utilize drawings, specifications, maps, reports, records or other

documents to the extent necessary for the performance of the Architect's work and duties under this contract. This limitation on use applies to those items produced by the Architect, as well as to those items received by the Architect from the Department of Administrative Services, 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.
- 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. When any such drawings, specifications, maps, reports, records or other documents are no longer needed, they shall be destroyed.

#### **XI. NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS, NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION, EXECUTIVE ORDERS, ANTI-HARASSMENT POLICY, SUMMARY OF STATE ETHICS LAWS AND CAMPAIGN FINANCE LAWS**

For the purposes of this article, the word "contractor" is substituted for and has the same meaning and effect as if it read "Architect" and references to "contract" shall mean this Contract.

##### **A. Non-discrimination.**

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes §32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, 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, intellectual disability, 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 Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 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.

### **C. ANTI-HARASSMENT POLICY.**

This contract is subject to the provisions of the Department of Administrative Services' Anti-Harassment Policy ("Policy") and, as such, the contract may be cancelled, terminated, or suspended by the State in the event that the contractor, its employees, contractors, subcontractors, consultants, subconsultants, or vendors engage in behavior prohibited by the provisions of the Policy (a copy of the Policy is available on the DAS website). The contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, subconsultants, and vendors.

### **D. SUMMARY OF STATE ETHICS LAWS.**

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the contract as if the summary had been fully set forth in the contract.

### **E. CAMPAIGN CONTRIBUTION RESTRICTION**

For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as "Attachment."

## **XII. WHISTLEBLOWING**

This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Architect takes or threatens to take any personnel action against any employee of the Architect in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Architect shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Architect.

## **XIII. ANNUAL CERTIFICATION**

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

## **XIV. SOVEREIGN IMMUNITY**

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

law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the contract. To the extent that this section conflicts with any other section, this section shall govern.

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

- (a) All services performed by and material supplied by the Architect under this contract shall be subject to the inspection and approval of the State at all times, and the Architect shall furnish all information concerning such material and services as may be requested by the State.
- (b) The Architect shall maintain, and shall require each of its subcontractors hereunder to maintain, accurate and complete records, books of account and other documents that delineate the nature and extent of the State's, Architect's, and, in the case of each subcontract, the applicable subcontractor's, performance hereunder. The Architect shall maintain all such documentation and any and all other of its records (whether stored in electronic or other form) that in any way pertain or relate to this contract and/or the actual or alleged performance and/or lack of performance by any party hereunder (individually and collectively, "Records") at the Architect's address provided on the first page of this contract or such other location as is approved in writing in advance by the State.
- (c) The Architect agrees to make all of its Records available for inspection and/or examination, and copying, by the State's authorized representatives during reasonable hours. The State and its representatives also shall have the right, at reasonable hours, to inspect and examine all of the part(s) of the Architect's and its subcontractors' plant(s) and/or place(s) of the businesses which, in any way, are related to, or involved in, the performance of this contract and/or any subcontract to ensure compliance with the same. Except in the case of suspected fraud or other abuse or in the event of an emergency, the State will give the Architect at least twenty-four (24) hours notice of any intended inspections or examinations.
- (d) At the State's request, the Architect shall provide the State with hard copies of or electronic media containing any data or information in the possession or control of the Architect which pertains to the State's business or this contract.
- (e) The Architect agrees that it will keep and preserve or cause to be kept and preserved all of its Records until three (3) years after the latter of (i) final payment under this contract, or (ii) the expiration or earlier termination of this contract, as the same may be extended or renewed, and any holdover period.
- (f) The Architect also agrees that it will require each subcontractor under this contract to maintain all of its Records until three (3) years after the expiration or earlier termination of said subcontract or other agreement, as the same may be renewed or extended.
- (g) If any litigation, claim or audit is started before the expiration of said three (3) year periods, such records shall be (and shall be required to be) retained until all litigation, claims or audit findings have been resolved.
- (h) The Architect shall incorporate the provisions of this article, including this section (h), verbatim into any contract or other agreement it enters into with any subcontractor under this contract.

#### **XVI. DISCLOSURE OF RECORDS**

This contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person or entity for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

# ATTACHMENT

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11  
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## Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the reverse side of this page*).

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer; (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

### PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

### CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."



## DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.