

**STATE OF CONNECTICUT  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
CONSULTANT'S CONTRACT FOR ON-CALL SERVICES  
BUILDING COMMISSIONING AND BUILDING ENVELOPE COMMISSIONING**

**CONTRACT NO. OC-DCS-Cx-0009**

This contract is entered into this **31st** day of **January**, **2020**, by and between

**van Zelm, Heywood & Shadford, Inc.**

**10 Talcott Notch Road**

**Farmington, CT 06032**

hereinafter called the "Consultant" or "contractor," and 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 4a-3 of the Connecticut General Statutes, as revised and/or amended.

**WITNESSETH**

Whereas the State is desirous of having the Consultant provide commissioning services for the preparation of the owner's project requirements, commissioning plans, budgets, and related data, and provide inspections, testing oversight, and other services for various infrastructure projects throughout the State, and

Whereas the Consultant is experienced as to building systems commissioning and building envelope commissioning on all types of infrastructure projects, and

Whereas the Consultant is desirous of performing such work;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto do hereby agree as follows:

**1. General:**

Referenced Documents:

The Consultant agrees to become familiar with and follow the provisions set forth in the "*Department of Administrative Services Consultants Procedure Manual*," which may be amended and/or supplemented current with the date of this contract.

The Consultant shall provide all commissioning services for the projects in accordance with the requirements of *ASHRAE Guideline 0-2005*, the DAS *Capital Projects High Performance Buildings Guidelines*, the *Connecticut Building Standard Guidelines Compliance Manual for High Performance Buildings*, and *NIBS Guideline 3-2012*, as applicable for each specific Task assignment.

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.

The projects assigned under this contract will be designed to comply with the High Performance Building Regulations (Regulations of Connecticut State Agencies 16a-38k-1 through 9), "the Regulations". Certain projects may be designed to achieve the Leadership in Energy and Environmental Design (LEED) Silver certification.

The Consultant shall be an integral part of the project team that includes the architect/engineer of record, DAS project management staff, the construction administrator, the design-builder, if applicable, and the construction manager if the project is a CMR project.

Staffing and Staff Qualifications:

For each specific project assigned under this contract, the Consultant shall furnish a principal commissioning agent, project manager, engineers, architects, and other personnel to do work when directed in writing as hereinafter provided.

The Consultant's staff assigned to a project under a task letter shall be identified in the task letter and shall not be changed without DAS' prior written approval.

Principal Commissioning Agent: The Consultant shall designate a principal commissioning agent for each project assignment under this contract. That staff member shall satisfy the following requirements:

Has acted as the principal commissioning agent for at least three projects of relative size and complexity to the project over the past three (3) years.

Is certified in building commissioning by the Building Commissioning Association or the Association of Energy Engineers.

Has had recent extensive experience with sustainable design and construction projects, specifically LEED projects.

Possesses extensive knowledge in building operation and maintenance training.

Possesses extensive experience with operation and trouble- shooting of heating/ventilation/air conditioning (HVAC) systems and energy management systems.

Is knowledgeable in testing and balancing of various media systems.

Has experience with high performance system design and HVAC control strategy optimization.

Possesses excellent verbal and written communication skills; is highly organized; and is able to interact effectively with design professionals, owner and contractor's project management staff as well as technicians and tradesmen.

Has extensive experience in writing commissioning specifications.

Envelope Commissioning Staff: If envelope commissioning is required as part of a project assignment under this contract, the Consultant shall provide staff that satisfy the following requirements:

Project Experience - at least 10 years of experience as an architect, contractor or related professional where they have direct hands on experience in dealing with the issues of roofing, waterproofing, opaque wall construction, entrances and glazing systems.

Demonstrable technical expertise in materials, systems and the building sciences as related to building enclosures.

Additional Staff: The Consultant shall assign staff as appropriate for each project, as determined by mutual agreement of the Consultant and DAS, who are licensed by the State of Connecticut as Professional Engineers in mechanical or electrical engineering. The Consultant shall assign staff, as appropriate for each project who are LEED Accredited Professional(s).

## 2. Scope of Services

For each specific project assigned under this contract, the Consultant shall perform the following services when directed in writing.

### Building Systems Commissioning Services:

Building Systems Commissioning services shall be provided as detailed in the guidance documents referenced in Section 1. These services shall include, but are not limited to, the following for each phase of an assigned project:

#### Pre-Design Phase Activities:

- Develop and document the DAS' and client agency's (Owner's) Project Requirements.
- Develop the scope and budget for the Commissioning Process.
- Develop the initial Commissioning Plan.
- Develop an Issues Log and produce an Issues Report.
- Prepare a Pre-Design Phase Commissioning Report.

#### Design Phase Activities:

- Develop the Basis of Design of commissioned systems in association with the design team.
- At each design phase coordinate with the design team to verify and document adherence of the Basis of Design to the Owner's Project Requirements.
- Develop a preliminary and a final Commissioning Plan encompassing the design, construction, occupancy and post occupancy phases.
- Determine the commissioning requirements and activities to include in the contract documents and coordinate integration into the contract documents, including writing the general commissioning specifications.
- At each design phase, perform a comprehensive technical design review of the systems that will be commissioned.
- Prepare and update the Issue Log, and provide Issue Reports as necessary.
- Prepare a Commissioning Report for each design phase.

#### Construction Phase Activities:

- Organize the Commissioning Process components and participate in pre-bid and pre-construction meetings to review the commissioning requirements with the complete commissioning team.
- Organize and conduct periodic commissioning team meetings necessary to plan, develop the scope of, coordinate, and schedule activities and resolve problems.
- Perform periodic on-site quality control inspections of the work in progress and verify compliance with the contract documents. A written report with photographs will be prepared following each site visit.
- Reviews submittals concurrent with the design team's review; analyze and critique all mock ups.
- Develop specific test procedures, monitor tests by contractors and sub-contractors, and document the results of the tests.
- Develop and implement a Quality Based Sampling plan to verify proper completion of all testing requirements.
- Develop pre-functional test checklists and Verification of Completion forms for all equipment to be commissioned.
- Review construction contractor's Construction Checklists to verify that contractor's quality process is achieving the Owner's Project Requirements.
- Review the systems manual for achieving the Owner's Project Requirements.
- Review, pre-approve, and verify the training provided by the contractors.

Verify delivery of the systems manual.  
Prepare a Construction Phase Commissioning Report.

Pre-Occupancy Phase Activities:

Verify that the project has met the requirements of the High Performance Building Standards set forth in Section 1 above.  
Schedule and verify deferred and seasonal testing by the contractors.  
Verify continuing training.  
Review the warranties with the operations and maintenance staff.  
Prepare a Pre-Occupancy Commissioning Report.

Post-Occupancy Phase Activities:

Analyze one year of occupied energy use data against the design energy model.  
Document any adjustments made to equipment or building operations.  
Conduct a post-occupancy survey of the building occupants.  
Prepare a Post-Occupancy Commissioning Report.

Systems to be included in Building Systems Commissioning:

Project specific lists of systems and equipment to be commissioned shall be developed for each project assigned. The systems to be provided with functional testing procedures shall include, but are not limited to, the following systems:

Air handling units and associated heating and cooling coils, etc.  
Humidifiers  
All exhaust fans  
Return fans  
Variable air volume (VAV) terminal units and associated reheat coils  
Lab terminal units (supply and exhaust) and associated reheat coils  
Chillers and all associated chilled water and condenser water pumps, etc.  
Boiler, boiler combustion air fan, and all associated pumps, tanks, condensate pumps, etc.  
Heat exchangers and associated pressure relief valves (PRVs)  
Cooling towers  
Chilled water distribution systems  
Hot water heating distribution systems  
Computer room air conditioning units and associated split system condensers  
Unit heaters, cabinet heaters, etc.  
Building automation and Direct Digital Controls and system interlocks  
Emergency generator and associated transfer panels  
Lighting control systems  
Fire protection systems and equipment; fire alarm system interfaces with HVAC systems  
Security Systems  
Telecommunications Systems  
Lab fume hoods and bio-safety cabinets  
Lab piping systems and lab gases  
Lab vacuum pump  
Lab air compressor  
Pure water system generator and distribution system  
Lab control system

**Building Envelope Commissioning:**

In addition to the services provide under Building Systems Commissioning in Section 2, the consultant shall provide Building Envelope Commissioning services as detailed in the guidance documents referenced in Section 1.

Performance Objectives: The performance objectives required by the Owner for the building enclosure include the control of moisture, condensation, heat flow, air flow, water vapor flow, noise, fire, vibrations, energy migration, light, infrared radiation, ultraviolet radiation, structural performance, durability, resiliency, security, reliability, aesthetics, value, constructability, maintainability, and sustainability.

These services shall include, but are not limited to, the following for each phase of an assigned project:

Design Phase Activities:

- Review of detailing, alternative building enclosure systems, plans and details for interface of the various enclosure systems, specifications.
- Develop criteria for performance of thermal analysis
- Provide advice on laboratory and field mock-ups

Construction Phase Activities:

- Perform periodic on-site quality control inspections of the work in progress and verify compliance with the contract documents. A written report with photographs will be prepared following each site visit.
- Reviews submittals concurrent with the design team’s review; analyze and critique applicable mock ups.
- Monitor tests by contractors and sub-contractors, and document the results and prepare an Enclosure Test Records report.

Post Construction Activities:

- Prepare and deliver building enclosure preventative maintenance program including cyclical verification of building enclosure components with enforcement of warranty provisions.

Systems to be included in Building Envelope Commissioning:

Project specific lists of systems and equipment to be commissioned shall be developed for each project assigned. The systems to be provided with functional testing procedures shall include, but are not limited to, the following systems:

- Slab-on-grade
- Basement walls
- Roof systems
- Plaza decks over occupied spaces
- Opaque wall systems
- Glazed wall systems
- Entrances, soffits and projections

**3. TASK LETTERS:** The services specified in Section 2 shall be performed in accordance with the provisions noted in each task letter prepared by DAS for each project. Each task letter shall detail the scope of the project and shall specify the total fixed-fee compensation, when applicable, for the aforesaid services. The compensation shall be a reasonable amount determined by the Commissioner. Such letters shall be issued during the time period of this contract set forth in Article 4 and shall specify a time frame for completion of each project. Each task letter shall reference both a DAS project number and a task number specific to the project. No work shall be performed until the Consultant receives the approved task letter.

**4. CONTRACT DURATION:** This contract shall commence with the date this contract was entered into and shall expire on **May 2, 2022**. No new projects may be assigned on or after the expiration date, but all projects assigned prior to the expiration date will be allowed to continue to completion with all the terms and conditions of this contract herein set forth remaining in full force and effect. The term of this contract may be extended in writing by the Commissioner.

**5. CONTRACT FEE:** The maximum total cumulative fee allowed the Consultant under this contract shall not exceed **Five Hundred Thousand Dollars (\$500,000.00)**. The Consultant shall be entitled to a payment of **Ten Dollars (\$10.00)** at the termination of this contract if at such time the Consultant has not received any fee under this contract.

When approximately 75% of the fee set forth above has been expended, the Consultant shall notify the DAS Chief Architect in writing of the amount of work completed to that date under this contract. Said notification shall include an itemization of all fees that have been paid to the Consultant pursuant to the work.

**6.** If for reasons of incomplete scope, complexity, etc., a fixed fee cannot be determined by the Commissioner, the State shall compensate the Consultant for services rendered under this contract on the basis of pre-approved hourly rates for the personnel assigned to perform the services. The hourly rates are stated in Exhibit A, which is attached hereto and made a part hereof. Notwithstanding the preceding sentence, a pre-approved hourly rate shall not exceed a reasonable rate, as determined by the Commissioner, taking into consideration the skills and experience of the person providing the services. Hourly rate payments shall be made in accordance with the terms and conditions of each task letter. Monthly requests for payment shall be submitted on properly prepared invoice forms with attachments showing actual hours worked, pre-approved hourly rates applied, and any allowable additional direct costs included in the statement. The Consultant shall certify that each amount invoiced is both accurate and commensurate with the work performed for the State under this contract.

The State reserves the right to periodically audit the Consultant's financial records. It is specifically understood that these pre-approved hourly rate payments shall only apply for the period of time that the person is actually employed on projects assigned under this contract.

**7.** The State agrees to pay the Consultant, for the services described in each task letter, the total fee set forth in the letter. 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 Consultant has substantially changed as determined by the Commissioner. In addition, said fee includes all costs of living, travel and communication, whether within or without the State of Connecticut, connected with the discharge of the Consultant's duties under this contract unless express written notification to the contrary is received from the State.

The Consultant shall not be reimbursed for per diem expenses or travel expenses.

No payment shall be made until the material submitted has been reviewed and approved by the DAS.

**8.** Should the Consultant require the services of registered consultants at any time during the duration 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 Consultant shall not receive any additional payment from the State in regard to such consultants unless their services relate to hourly-rate assigned work of the Consultant. In such event, the State shall reimburse the Consultant for the cost of such services and in addition shall also pay the Consultant ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.

**9.** If, in the opinion of the State, any special technical service is required which is not usually furnished in commissioning 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 Consultant's selection of the consultant retained in connection therewith is to be submitted for approval. The State shall reimburse the Consultant for the cost of any such services and in addition shall also pay the Consultant ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.

10. Should the Consultant personally wish to perform special services as described in Section 9, the Consultant shall submit to the State a written quotation of the cost of so performing such services. The quotation shall not include, nor shall the Consultant be paid for, an additional percentage of the cost for overhead and profit. In addition, the Consultant shall arrange to have at least three (3) independent outside sources submit written quotations for the work directly to the State in sealed envelopes. The State shall decide whether to allow the Consultant to perform the work with the Consultant's own forces based on the Consultant's quotation, and shall notify the Consultant accordingly.

11. If at any time during the term of any project assigned under this contract the State should require the Consultant to make any substantial change in the size or scope of the work or require the making of substantial changes in any document already approved, or upon which substantial work had been done pursuant to instruction to proceed, then, and in such event, the Consultant 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 for the project, said amount shall be considered changed to an amount determined by the Commissioner.

The above notwithstanding, should it be necessary for the Consultant 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, the Consultant 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 Consultant to reduce the scope of services originally agreed upon for any project assigned under this contract, the Consultant shall then reduce said scope of services, as requested, and the Consultant's fee for such project shall be reduced by a fair and equitable amount determined by the Commissioner.

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

13. The Consultant covenants and agrees to perform the services called for under this contract in accordance with the standards and practices of the Consultant's profession.

#### 14. INDEMNIFICATION

The Consultant 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 Consultant or Consultant 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 Consultant's or Consultant Parties' negligence. The Consultant's obligations under this section to indemnify and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Consultant'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, unmaturing, contingent, known or unknown, at law or in equity, in any forum.

## 15. ANTITRUST

The Consultant hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Agreement that the Consultant 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.

## 16. INSURANCE

The Consultant 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 Consultant 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 section, all at no cost to the State.

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

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

2. Commercial General Liability:	\$1,000,000 each occurrence \$2,000,000 annual aggregate
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3. Comprehensive Automobile Liability (to include owned, non-owned, and hired vehicles):	
Combined single limit:	\$1,000,000 each occurrence

4. Professional Services Liability Insurance: The Consultant shall furnish evidence by way of a certificate of insurance that it has obtained a professional services liability insurance policy with \$1,000,000.00 each occurrence and per aggregate minimum coverage for negligence and errors and omissions. If any claims are paid against its professional services liability insurance policy, the Consultant agrees to purchase additional insurance in order to maintain the minimum coverage of \$1,000,000.00 each occurrence and per aggregate. The insurance shall remain in effect during the entire duration of this contract and for eight years after substantial completion of all of the projects. For policies written on a "Claims Made" basis, the Consultant agrees to maintain a retroactive date prior to or equal to the effective date of the contract. The Consultant 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 Consultant'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 Consultant under the terms of this contract.

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



## **17. SUSPENSION OF THE WORK**

1. The State, at any time, may suspend all or any part of the services of the Consultant. In such event, the Consultant shall be given notice of such suspension in writing by registered or certified mail to the Consultant's address as furnished to the State for purposes of receiving notices under this contract, by email to the Consultant's email address as furnished to the State for the purpose of notices, by facsimile transmission teletype (fax) to the Consultant's fax number as furnished to the State for the purpose of notices, or by hand delivery.
2. Upon receipt of such notice, the Consultant 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 Consultant as to failure to receive notice of such suspension.
3. In the event of suspension by the State as noted above, the Consultant shall be entitled to such compensation as the Commissioner shall deem reasonable.
4. 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 Consultant 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 Consultant and the State may renegotiate the fees for the work based on current conditions or either may unilaterally elect to terminate the remaining work.
5. 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.
6. If the Consultant 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.
7. 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.

## **18. TERMINATION OF CONTRACT**

1. 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 Consultant of a written notice of termination. The notice of termination shall be sent by registered or certified mail to the Consultant's address as furnished to the State for purposes of receiving notices under this contract, by email to the Consultant's email address as furnished to the State for the purpose of notices, by facsimile transmission teletype (fax) to the Consultant's fax number as furnished to the State for the purpose of notices, or by hand delivery. Upon receipt of such notice, the Consultant 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 Consultant in performing her/his/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 Consultant as to failure to receive notice of such termination.
2. If the termination is for the convenience of the State, the Consultant 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.
3. If the termination is for reason of failure of the Consultant to fulfill her/his/its contract obligations, the State may take over the work and prosecute the same to completion by contract or otherwise. In such event, the Consultant shall be liable to the State for any additional costs occasioned to the State thereby.
4. If after notice of termination for failure of the Consultant to fulfill her/his/its contract obligations it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the

convenience of the State. In such event, the Consultant shall be entitled to reasonable compensation as provided in subsection 2 of this section.

5. The rights and remedies of the parties provided in this section are in addition to any other rights and remedies provided by law or under this contract.

19. If the Consultant is a sole proprietor and the Consultant should die during the term of this contract, this contract shall be considered terminated. In the event of such termination, the Consultant’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.

**20. CONFIDENTIALITY OF DOCUMENTS**

- 1. The Consultant agrees on behalf of the Consultant and the Consultant'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 Consultant’s work and duties under this contract. This limitation on use applies to those items produced by the Consultant, as well as to those items received by the Consultant from the Department of Administrative Services, or others in connection with the Consultant’s work and duties under this contract.
- 2. The Consultant 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.
- 3. The Consultant 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.

21. **NON-DISCRIMINATION.** References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Consultant.

(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.

**22. 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.

**23.** 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.

**24. 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.

**25. 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 Consultant takes or threatens to take any personnel action against any employee of the Consultant 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 Consultant 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 Consultant.

**26. ANNUAL CERTIFICATION**

If the aggregate value of this contract is \$50,000.00 or more, including all amendments and/or commission letters, then the Consultant 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.

**27. 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 Consultant 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.

**28. APPROVAL OF THE STATE PROPERTIES REVIEW BOARD**

As provided in Connecticut General Statutes Section 4b-23(i), it is essential for the Consultant contracting with the Department of Administrative Services to understand that the approval of the State Properties Review Board must be granted before the Consultant's task can begin. By providing service without a properly executed task letter under this contract, the Consultant accepts the risk that payment will not be made by the State of Connecticut.

**29. 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."

**30. 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.

**31. APPROVAL OF THE ATTORNEY GENERAL'S OFFICE**

This contract shall become effective when it is approved as to form by the Attorney General of the State of Connecticut, the Deputy Attorney General of the State of Connecticut, or an Associate Attorney General of the State of Connecticut.

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

1. All services performed by and material supplied by the Consultant under this contract shall be subject to the inspection and approval of the State at all times, and Consultant shall furnish all information concerning such material and services as may be requested by the State.
2. The Consultant 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, Consultant's, and, in the case of each subcontract, the applicable subcontractor's, performance hereunder. The Consultant 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 Consultant's address provided on the first page of this contract or such other location as is approved in writing in advance by the State.
3. The Consultant 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 Consultant'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 Consultant at least twenty-four (24) hours' notice of any intended inspections or examinations.
4. At the State's request, the Consultant shall provide the State with hard copies of or electronic media containing any data or information in the possession or control of the Consultant which pertains to the State's business or this contract.

5. The Consultant 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.
6. The Consultant 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.
7. 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.
8. The Consultant shall incorporate the provisions of this Section, including this subsection (h), verbatim into any contract or other agreement it enters into with any subcontractor under this contract.

### **33. 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.

### **34. NOTICES**

The Consultant 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: Steve S. Krawczynski, P.E., CEM

Address for registered or certified mail: van Zelm, Heywood & Shadford, Inc., 10 Talcott Notch Road, Farmington, CT 06032

Address for hand delivery: van Zelm, Heywood & Shadford, Inc., 10 Talcott Notch Road, Farmington, CT 06032

Email: [skrawczynski@vanzelm.com](mailto:skrawczynski@vanzelm.com)

Facsimile transmission telecopy (fax) number: 860-284-5098

IN WITNESS WHEREOF, the State, acting herein by its Commissioner of the DAS or designee, duly authorized, and the Consultant have executed this contract.

State of Connecticut

DocuSigned by:  
By: Kevin J. Kopetz  
Kevin J. Kopetz  
Director, Office of Legal Affairs, Policy and Procurement  
Department of Administrative Services

Date signed: 1/31/2020

van Zelm, Heywood & Shadford, Inc.

DocuSigned by:  
By: Steve S. Krawczynski  
83BFE9D708D4458...

Print name: Steve S. Krawczynski

Its President, Duly Authorized

Date signed: 1/22/2020

Approved as to form:

Joseph Rubin  
Attorney General  
**ASST. DEPUTY ATTY. GENERAL**

Date signed: 2/14/20



**EXHIBIT A**

**ON-CALL CONTRACT OC-DCS-Cx-0009**

**HOURLY RATE TABLE**

**On-Call Building Commissioning and Building Envelope  
Commissioning Consultant Services**

<b>Labor Category</b>	<b>Per hour</b>
Principal	\$220.00
QA/QC Manager	\$210.00
Cx Agent	\$125.00
Project Manager	\$180.00
Engineer	\$185.00
Architect	\$185.00



## 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."

## CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 2 of 2



## 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.

Department of Revenue Services  
 State of Connecticut  
 Taxpayer Services Division  
 25 Sigourney St Ste 2  
 Hartford CT 06106-5032  
 (Rev. 07/09)

# CERT-134

## Exempt Purchases by Qualifying Governmental Agencies

**General Purpose:** Qualifying governmental agencies must issue this certificate to retailers when purchasing tangible personal property or enumerated services. For purposes of this certificate, qualifying governmental agencies include:

- The United States and its agencies;
- The State of Connecticut or its political subdivisions or their agencies;
- Certain other entities exempt under Connecticut law; and
- Persons acting as agents for any of these entities.

A qualifying governmental agency may use this certificate to purchase any tangible personal property for resale at any one of five fundraising or social events of a day's duration during any calendar year. The event must be exempt from tax under Conn. Gen. Stat. §12-412(94). Otherwise, governmental agencies are not allowed to purchase tangible personal property for resale with this certificate. See **Special Notice 98(11)**, *Exemption From Sales and Use Taxes of Sales by Nonprofit Organizations at Fundraising or Social Events*.

**Statutory Authority:** Conn. Gen. Stat. §12-412(1)(A)

**Instructions for the Purchaser:** An authorized person acting on behalf of a qualifying governmental agency must issue and sign this certificate to advise the seller of tangible personal property or taxable services that sales and use taxes do not apply to the purchase. The purchases must be made by the qualifying governmental agency using the agency's own funds.

Purchases made by individual employees who will be reimbursed by a qualifying governmental agency **do not** qualify for exemption under any circumstances, even if the purchases are made in the employee's official capacity.

If a purchaser other than an agency of the U.S. or the State of Connecticut, not named on the reverse of this certificate, is expressly exempted from state sales and use taxes by a federal or Connecticut statute, the purchaser must identify the exempting statute on the reverse of this certificate. If a purchaser is not expressly exempted by a federal statute, but believes it is exempt by reason of federal law, it must request a letter from the Department of Revenue Services (DRS) (address above) acknowledging the exempt status and attach a copy of the letter to this certificate.

**Purchases of Meals and Lodging:** In general, qualifying governmental agencies may **not** use this certificate to purchase meals and lodging, but must get preapproval from DRS for these purchases, and use **CERT-112**, *Exempt Purchase of Meals and Lodging by Exempt Entities*, or **CERT-123**, *Blanket Certificate for Exempt Qualifying Purchases of Meals or Lodging by an Exempt Entity*.

However, a qualifying governmental agency may purchase meals tax exempt using this certificate, without prior approval from DRS, when it will resell the meals at one of five fundraising or social events per year exempt under Conn. Gen. Stat. §12-412(94). See **Policy Statement 2003(4)**, *Purchases of Meals or Lodging by Exempt Entities*.

**Federal Government Purchases Not Requiring This Certificate:** The federal government has implemented the "GSA SmartPay" program, which uses four categories of cards: Fleet, Purchase, Travel, and Integrated Cards. Federal employees may purchase tangible personal property and services, including meals and lodging, tax exempt when using GSA SmartPay cards, if the purchases are billed to and paid by the federal government. U.S. government agencies making tax-exempt purchases using GSA SmartPay cards are not required to use any DRS certificates or to get preapproval for purchases. Some GSA SmartPay purchases do **not** qualify for exemption. See **Policy Statement 2009(2)**, *Retailer's Acceptance of U.S. Government "GSA SmartPay 2" Charge Cards for Exempt Purchases*.

**Instructions for Agents Making Purchases for Qualifying Governmental Agencies:** A person acting as the agent of a qualifying governmental agency making purchases of tangible personal property or enumerated services must issue this certificate to notify the seller sales and use taxes do not apply to the charges for the purchases.

The agent must:

- Complete and sign this certificate **as the purchaser**;
- Attach a copy of the document from the qualifying governmental agency that expressly designates the person as the agent for purchasing the types of goods or services being purchased; and
- Claim an exemption only on purchases of goods or services used exclusively by the qualifying governmental agency.

Keep a copy of this certificate, the documents attached, and records that substantiate the information entered on this certificate for at least six years from the date this certificate is issued.

**Instructions for the Seller:** Acceptance of this certificate, when properly completed and accompanied by any other required documents, relieves the seller from the burden of proving the sale and the storage, use, or consumption of the tangible personal property or taxable services are not subject to sales and use taxes. This certificate is valid only if taken in good faith from a person who is authorized to furnish it to the seller on behalf of a qualifying governmental agency. The good faith of the seller will be questioned if the seller has knowledge of facts that give rise to a reasonable inference the purchaser is not a qualifying governmental agency or an agent of a qualifying governmental agency or the items purchased will not be used exclusively by or on behalf of the qualifying governmental agency.

Keep this certificate, the documents attached, and bills or invoices to the purchaser for at least six years from the date the items or services were purchased. The bills, invoices, or records covering the purchase made under this certificate must be marked "Exempt Under CERT-134" to indicate an exempt purchase has occurred.

This certificate may be used for a single exempt purchase, in which case the box marked "Certificate for One Purchase Only" must be checked. This certificate may also be used for a continuing line of exempt purchases, in which case the box marked "Blanket Certificate" must be checked. It remains in effect for three years unless the purchaser revokes it in writing before the three-year period expires. CERT-134 may not be used as a blanket certificate for purchases of tangible personal property for resale at any one of five fundraising or social events per calendar year exempt under Conn. Gen. Stat. §12-412(94).

A qualifying governmental agency must pay for its exempt purchases with a check drawn on its own account or with a credit card issued in its own name (and not in the name of any of its members or officers). An exempt purchase of \$10 or less may be made using cash, as long as the purchase is made with the qualifying governmental agency's own funds, except a blanket certificate may not be used for cash purchases.

**For More Information:** Call Taxpayer Services at **1-800-382-9463** (Connecticut calls outside the Greater Hartford calling area only) or **860-297-5962** (from anywhere). **TTY, TDD, and Text Telephone users only** may transmit inquiries 24 hours a day by calling **860-297-4911**. Visit the DRS website at [www.ct.gov/DRS](http://www.ct.gov/DRS) to preview and download forms and publications.

Purchaser is:

United States \_\_\_\_\_  State of Connecticut 06-6000798 DAS23000  
 Name of agency Name of agency (List exemption number, if any.)

Federal credit union \_\_\_\_\_  Connecticut municipality \_\_\_\_\_  
 Name of credit union Town or district and agency

Other entity exempted by Connecticut law \_\_\_\_\_  
 Name of entity Exempting Connecticut statute

Other entity exempted by federal law \_\_\_\_\_  
 Name of entity Exempting federal statute  
 or check box if acknowledgment letter from DRS is attached.

Connecticut Development Authority

Agent of a qualifying governmental agency listed above (Attach documentation of appointment as agent.)

Name of agent: \_\_\_\_\_

Agent's CT Tax Registration Number: \_\_\_\_\_ Agent's Federal Employer ID Number: \_\_\_\_\_

Name of qualifying governmental agency: \_\_\_\_\_

Appointed agent for making the following types of purchases: \_\_\_\_\_

Address of purchaser: \_\_\_\_\_

Name of seller van Zelm Heywood & Shadford, Inc.	Address 10 Talcott Notch Road, Farmington, CT 06032	CT Tax Registration Number (If none, explain.)
		Federal Employer ID Number

Check one box:

- Blanket certificate (CERT-134 may not be used as a blanket certificate for purchases of tangible personal property for resale at any one of five fundraising or social events per calendar year exempt under Conn. Gen. Stat. §12-412(94). See below.)
- Certificate for one purchase only
- Purchases that qualify for exemption under Conn. Gen. Stat. §12-412(94). Indicate the number of prior fundraising or social events during this calendar year for which you claimed exemption under Conn. Gen. Stat. §12-412(94): \_\_\_\_\_

Check the appropriate box(es) and provide a written description of each item purchased:

- Tangible personal property
- Taxable services

Description:

Provide On-Call Building Commissioning and Building Envelope Commissioning Consulting Support Services under DAS Contract No. OC-DCS-Cx-0009

**Declaration by Purchaser**

The item(s) described above are tangible personal property or services being purchased under the exemption provided in Conn. Gen. Stat. §12-412(1)(A) or other applicable statute. The purchase of these items is exempt from sales and use taxes.

I declare under penalty of law that I have examined this certificate (including any accompanying schedules and statements) and, to the best of my knowledge and belief, it is true, complete, and correct. I understand the penalty for willfully delivering a false return to DRS is a fine of not more than \$5,000 or imprisonment for not more than five years, or both.

State of Connecticut, Department of Administrative Services, 450 Columbus Boulevard, Hartford, CT 06103

Name of purchaser

By: Kevin J. Kopetz Director, Office of Legal Affairs, Policy and Procurement 1.31.2020  
 Signature of authorized person Title Date

If the purchaser is an entity exempted under Connecticut law other than Conn. Gen. Stat. §12-412(1)(A), I have entered the citation of the exempting law above. If the purchaser is an entity exempted under federal law, I have entered the citation of the exempting law above, or, if there is no specific statutory authority, I have attached a copy of the letter from DRS acknowledging the exempt status.

If the purchaser is an agent of a qualifying governmental agency, I have attached a copy of the document from the qualifying governmental agency expressly designating the purchaser as agent.



DEPARTMENT OF ADMINISTRATIVE SERVICES

February 28, 2020

Consultant's Contract for Building Commissioning and Building Envelope Commissioning On-Call Services  
**Contract Number: OC-DCS-Cx-0009**

Mr. Steve Krawczynski  
Van Zelm Heywood & Shadford, Inc.  
10 Talcott Notch Road  
Farmington, CT 06032

Dear Mr. Krawczynski:

Your *Consultant's Contract for Building Commissioning and Building Envelope Commissioning On-Call Services* dated **January 31, 2020**, has been fully executed and approved by all concerned parties. We are forwarding herewith a copy of this contract.

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

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

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

If you should have any questions in regard to the above, please contact **Kevin Kopetz, Director, Office of Legal Affairs, Policy and Procurement**, at (860) 713-5886.

Sincerely,

A handwritten signature in blue ink that reads "Cathy Phelps".

Cathy Phelps  
Legal Services Unit

Enclosure(s): Contract: **OC-DCS-Cx-0009**  
CERT-134

cc: State Properties Review Board w/copy of contract  
DAS Office of Legal Affairs, Policy and Procurement, w/copy of contract  
Kevin Kopetz, Director, Office of Legal Affairs, Policy and Procurement, w/copy of contract  
Craig Russell, Director, Construction Support Services, w/original contract  
Glenn Knapsack, DAS Project Accounting w/copy of contract  
Randy Daigle, DAS Process Management, w/copy of contract

*Affirmative Action/Equal Opportunity Employer*

OFFICE OF LEGAL AFFAIRS, POLICY AND PROCUREMENT

450 Columbus Boulevard, Suite 1307, Hartford, CT 06103