

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES

STANDARD FIXED-FEE ARCHITECT'S CONTRACT

PROJECT NUMBER: BI-Q-691
CONTRACT NUMBER: BI-Q-691-ARC

This contract for professional services herein designated in connection with the project entitled
New Readiness Center – Putnam, CT

is entered into this **18th** day of **February**, **2020**, 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

Ames & Whitaker, Architects, P.C., 31 Liberty Street, Southington, CT 06489

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 Nine Hundred Thirteen Thousand Seven Hundred Ninety Dollars (\$1,913,790.00)** 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. Pre-Design Phase: **One Hundred Ninety Seven Thousand Four Hundred Fifty Dollars (\$197,450.00);**
 - B. Schematic Design Phase: **Three Hundred Thirty Nine Thousand Eighty Dollars (\$339,080.00);**
 - C. Design Development Phase: **Three Hundred Eighty Seven Thousand Four Hundred Four Dollars (\$387,404.00);**
 - D. Contract Documents Phase: **Four Hundred Thirty Four Thousand Nine Hundred Sixteen Dollars (\$434,916.00);**
 - E. The Architect shall be paid a sum of **Seventy Six Thousand Six Hundred Ninety Dollars (\$76,690.00)** 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.
 - F. In the event the State approves and allocates funds for construction, a sum of **Four Hundred Forty Eight Thousand Two Hundred Fifty Dollars (\$448,250.00)** shall be paid to the Architect for construction administration services, if such administration is requested by the Department of Administrative Services. This sum includes the costs of services of any clerical and/or technical assistants working in the Architect's office or in the field. Said sum, **less the amount stated in subsection F.1 below**, shall be paid in equal monthly installments, based upon the construction contract time, until payment reaches 90% of the construction administration sum, **less the amount stated in subsection F.1 below**. An additional five percent (5%) of the construction administration sum, **less the amount stated in subsection F.1 below**, shall be payable upon (1) completing project close out as required by the General Conditions and the General Requirements of the Contract for Construction and (2) the receipt of record drawings. The balance of the construction administration sum, **less the amount stated in subsection F.1. below**, shall be payable upon Certification of the Final Application for Payment.

The duties of the Architect for said construction administration are as indicated in Article VII of the "Terms and Conditions of Contract between State and Architect."

In the event the Commissioner of the Department of Administrative Services, hereinafter called the "Commissioner," determines that the Architect has not performed its services as required by this contract, then the equal monthly installments shall be adjusted to a percentage commensurate with the level of the actual performance of the construction administration services. The equal monthly installment payments can be readjusted to a percentage commensurate with the level of the Architect's actual improvement of performance of construction administration services. The issue of the Architect's performance of services shall be determined by the Commissioner.

All payment installments, as adjusted, shall remain in effect until the payments reach 90% of the construction administration sum, less the amount stated in subsection F. 1 below. An additional 5% of the construction administration sum, less the amount stated in subsection F. 1 below, shall be payable upon (1) completing project close out as required by the General Conditions and the General Requirements of the Contract for Construction and (2) the receipt of record drawings. The balance of the construction administration sum, less the amount stated in subsection F. 1 below, shall be payable upon Certification of the Final Application for Payment.

Nothing contained herein shall limit the State's right to terminate or suspend this contract pursuant to Articles VIII and IX of the Terms and Conditions of the contract.

F.1. The Architect shall be paid a sum of **Twenty Two Thousand One Hundred Ninety-Five Dollars (\$22,195.00)** after (i) satisfactory completion of the commissioning process (which is defined as the submission of the Post Occupancy Commissioning Report as described in the DAS - Capital Projects High Performance Buildings Guidelines and (ii) receipt by the DAS of one (1) copy of the submitted LEED certification packet (if pursuing LEED certification) sent to the U.S. Green Building Council.

It is understood that the Architect's total fee hereinbefore mentioned in paragraph 2 shall be reduced by the sum hereinbefore mentioned in subparagraph 2.F 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. Pre-Design Phase: **Ninety (90)** calendar days after receipt of written notice to proceed;
 - B. Schematic Design Phase: **Fifty Five (55)** calendar days after receipt of written notice to proceed;
 - C. Design Development Phase: **Fifty Five (50)** calendar days after receipt of written notice to proceed;
 - D. Contract Documents Phase: **Ninety (90)** calendar days after receipt of written notice to proceed.
4. The Architect's design shall be based on a total construction budget of **Fifteen Million Four Hundred Twenty Nine Thousand Dollars (\$15,429,000.00)**.
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. The Architect shall also provide Electronic copies of all submitted items in accordance with the current Consultants Procedure Manual and as set forth below. Additional specific and detailed submittal requirements required of the Architect are set forth in the Deliverable Matrix in Exhibit A, Section III:
 - A. Schematic Design Phase: **Five (5)** sets of half-size drawings; **Five (5)** sets of narrative Reports; and **Five (5)** sets of detailed cost estimates;
 - B. Design Development Phase: **One (1)** set of full-size drawings, **Five (5)** sets of half-size drawings; **Five (5)** sets of specifications; and **Five (5)** sets of detailed cost estimates;
 - C. Contract Documents Phase: **Three (3)** sets of full-size drawings, **Seven (7)** sets of half-size drawings; **Seven (7)** sets of specifications; and **Five (5)** 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": None.
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: Mr. Roger W. Saulnier

Address for registered or certified mail: 31 Liberty Street, Southington, CT, 06489

Address for hand delivery. 31 Liberty Street, Southington, CT, 06489

Email: rws@amesandwhitaker.com

Facsimile transmission telecopy (fax) number: (860) 621 0957

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.

State of Connecticut

DocuSigned by:
Noel Petra
By Noel G. Petra
Deputy Commissioner
Department of Administrative Services

Date signed: 2/18/2020

Ames & Whitaker, Architects, P.C.

DocuSigned by:
Alan Lagocki
By Alan S. Lagocki

Print name: Alan S. Lagocki

Its President/Treasurer _____, Duly Authorized

Date signed: 1/14/2020

Approved as to form:

Joseph Rubin
Joseph Rubin, Asst. Deputy Attorney General
Date signed: 3/17/20

EXHIBIT A

**New Readiness Center Putnam, CT
378 Pomfret Street (RTE 44), Putnam, CT
Project No. BI-Q-691
Contract No. BI-Q-691-ARC**

Section I

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

General Project Scope:

The project consists of the design and construction of a Forty Two Thousand Two Hundred Ninety Seven gross square foot (42,297gsf) permanent National Guard Readiness Center that supports training, administrative, and logistical requirements for the Connecticut Army National Guard (CTARNG). This facility will be built on State land.

The National Guard Readiness Center will include, but not limited to, the following items that are integral to the facility: Backup/Emergency Generator, Organizational Vehicle Parking (Paved), and Flammable Material Facility. Comprehensive interior design services shall include, but not be limited to, offices, auditorium, and kitchen and laundry facilities. This facility will be designed to meet all local, State, and Federal building codes and established standards. Construction will include all utility services, information systems throughout the building with the final connections being performed by the National Guard Directorate of Information Management (DOIM), fire detection and alarm systems, lightning protection, roads, walks, curbs, gutters, sanitary and storm sewer extensions, storm drainage, parking areas, and site improvements. LEED Silver design and certification are required.

Anti-Terrorism Force Protection measures shall be incorporated.

Specialized analysis of the building envelope design is included.

References for guidance in design and construction of Readiness Centers include, but are not limited to, the following, and will be subject to the Order of Precedence and/or the most restrictive:

- DoDM1225.08 – Section 5
- UNIFIED FACILITIES CRITERIA (UFC) UFC 04
- National Guard Bureau Design Guide - DG 415-1
- National Guard Bureau Design Guide – DG 415-5
- Sustainable Design and Development Policy
- CT State Mil Department Design Guideline

1. **STATEMENT OF WORK:** The Architect will need to integrate the federal design program, and provide construction documents (drawings and specifications) and estimates for all phases of the work stated in this Contract. Additionally, the Architect will perform construction administration and observation services to ensure proper execution of the contract.
2. Submissions will be in accordance with, but not limited to, the current DAS Consultant Procedure Manual and the Matrix Distribution Sheet in Section III below.

The Architect shall meet with DAS and MIL DEP stakeholders to flesh out the program requirements. They will develop a minimum of three (3) conceptual options and facilitate a Charrette type presentation of the options. With DAS and MIL DEP stakeholder consensus, the Architect shall develop the approved selected plan into a final set of biddable construction documents to be publicly bid.

The Architect shall coordinate with the DAS and MIL DEP stakeholders throughout the project. The Architect shall generate meeting minutes of all design meetings/reviews. Issues raised during design meetings/reviews shall be tracked until they are resolved. The Architect shall also provide digitized products for all elements of the work in both native and pdf formats.

This project will require the following design disciplines: Architectural, Interiors, Food /Laundry Services, Structural, Civil, Mechanical, Electrical, Telecom, Audio Visual and Acoustical. The following elements will be included in the work:

- A. Programming Delineation/Design Charrette
- B. Schematic Design Phase. Including conducting a site assessment and developing the three conceptual options with estimates of probable construction cost and other submission requirements for DAS, MIL DEP, National Guard Bureau (NGB) and other authorities having jurisdiction (AHJ) review.
- C. Design Development Phase, to meet submission requirements for DAS, MIL DEP, National Guard Bureau (NGB) and other authorities having jurisdiction (AHJ) review, including but not limited to draft specifications, cost estimates, square footage breakdowns of spaces, floor plans and elevations.
- D. Construction Documents, providing a detailed design of MIL DEP selected alternative and incorporation of DAS, MIL DEP and State of Connecticut Building and Fire Code Official, and other AHJ's review comments for submission to NGB for final approval to proceed to bid.
- E. 100% Stamped Final Tracings and Masters (Bid Documents).
- F. Bidding services, including attending a pre bid meeting and publishing any addenda.
- G. Prepare Conformed Construction Documents incorporating all addenda from Bid Phase
- H. Construction administration/Construction observation throughout the course of construction.
- I. Attendance at and recording of minutes for ongoing project meetings throughout the course of design and construction.

The requirements for the services to be rendered by the Architect are stated in this contract, in the Terms and Conditions of the contract, and in the current Consultants Procedure Manual. The services shall also include, but are not limited to, the following. The Architect shall furnish all labor and materials necessary to produce the elements listed below. The following provides a breakdown of these requirements.

A. Programming:

Architect shall interview critical stakeholders for program requirements. Stakeholders include directorate leadership of the G3, J3, G6, impacted Unit representatives and MIL DEP personnel. Requirements need to be divided between 1) Critical Requirements and 2) Nice to Have Requirements. A written program document shall be produced with a title block documenting acceptance signature for each of the directorates. Nice to Have Requirements, if found feasible, shall be included as possible Supplemental Bid Items for review during design or incorporated into the design. The Architect shall not proceed to Conceptual Design Services until the program has an acceptance signature from leadership in each directorate and approval from NGB and a Notice to Proceed from DAS.

B. Schematic Design (SD):

This phase includes field investigations required to obtain data that is essential to the performance of the final construction documents. These investigations may include determination of utility locations or capacities; and similar fact-finding investigations and technical studies at the approved project site. All existing data shall be utilized by the Architect to the maximum extent possible in order to limit duplicate data and costs associated with the design for this project. The concept design documents should be brief and schematic in nature with enough data to describe the project covering each engineering discipline in a narrative formatted to 8 1/2"x 11" or folded 11"x17". The minimum submitted data should be the design narrative, design references, site location, existing conditions, utilities, environmental data, electrical/data/HVAC requirements, table of contents for the specifications, permitting and approval requirements and "all items necessary for submission to NGB as delineated in NG Pam 415-5. Each concept design submittal must be supported with a Rough Order of Magnitude (ROM) cost estimate. The conceptual assessment shall include the following:

1. The Consultant will perform a basic building code analysis that includes the basic classification of the building according to the most current approved codes.

2. The Consultant will produce a report that will summarize the results of the investigative phase, discuss the results of the Code Study, and present basic design options for consideration by the Agency Representative.
3. A minimum of three Conceptual Drawing alternatives of proposed construction. Each alternative shall be divided into no more than 3 phases with ROM cost estimates no greater than \$200,000. The alternatives shall show general furniture layouts to ensure proper fit
4. A rough order of magnitude (ROM) cost summary for implementing each alternative broken into phases.
5. Charrette: The Consultant shall facilitate a minimum 2-day long charrette with DAS, Mil Dept. and leadership from the stakeholder directorates. The three alternative conceptual designs will be presented with the intent to reach an agreeable consensus before the end of the charrette. Mil Dept. staff will assist in the consensus building process. Upon completion of the charrette, results of the charrette's consensus will be assembled into the NGB 30% Conceptual Design Submission along with other submission requirements. Consultant submission to include hard copies as well as digital native and PDF files for DAS, MIL DEP, National Guard Bureau (NGB) and other Authorities Having Jurisdiction (AHJ). Consultant will send copies of the submission for review to NGB and Agency representatives including plans, specifications, calculations, and estimate of construction cost.
6. The Conceptual Design Submittal shall be divided into three sections; Section 1 provides a description of the proposed design. It contains a general overview of the work to be performed, Section 2 lists the design criteria used by the Consultant to develop the project, and a draft TOC for the specifications, intended for inclusion in the CD's. List all codes adopted by the State of Connecticut. Section 3 includes documents provided by the Consultant, and documents the MIL DEP coordination with AE and other staff on the conceptual plan. This section should include a roster of all team members, agency contacts and reviewers, to include contact numbers and email addresses. This section shall include any memorandums, and meeting minutes. Current NGB Submission requirements will be provided to the Architect.

C. Design Development (DD):

1. The Architect will create design drawings of mechanical, architectural, electrical, and special systems as required detailing the design and all requirements for the NGB 60% Submission.
2. The Architect will present descriptive manufacturers information of the materials and or equipment proposed for the selected design option.
3. The Architect will produce an outline specification based on the basic design option presented.
4. The Architect will perform calculations as necessary to accomplish the energy, mechanical and electrical engineering design.
5. The Architect will produce cost estimates broken down by division and by programmed spaces for submission to NGB as well as square-footage breakdowns by spaces.
6. Upon completion of the DD phase, the Architect will submit hard copies as well as digital native format and PDF files, of the information required for NGB review including plans, specifications, calculations, estimate of construction costs and responses to the earlier review comments, MIL DEP, through DAS, will send copies of the submission for review to NGB and Agency stakeholders. The Agency Representative will conduct an In-house design review with the stakeholder directorates and the State Agency personnel.

D. Construction Documents (CD):

Production of final design, drawings, specifications, final cost estimates and other submission requirements for transmittal to NGB for final design approval, including responses to earlier review comments. NGB and the CTARNG will have the opportunity to provide comments on the 90% design package. Upon NGB approval, the Architect will incorporate the comments into a 100% Final design package. When the 100% package is prepared an Admin Review will be conducted to ensure all comments have been incorporated into the design as well as code compliance. This package will include:

1. Detailed drawings and specifications: Drawings shall be submitted in hard copy, PDF and native AutoCAD (.dwg) format with bound references (no X-references) and Word (.doc) files. Specifications for

construction of the selected alternative in CSI Master Format. This includes technical specifications, general and supplemental specifications.

2. A detailed cost estimate of the initial phase; and any supporting documentation necessary for review by MIL DEP and NGB
3. Upon DAS, MIL DEP, NGB and AHJ approval, the stamped Final (100%) (T&M) design submission will be considered as biddable contract documents. All engineering design analysis, drawings, specifications, cost estimates and any supporting data must be completed.

E. Bidding Phase:

1. The Architect shall participate in and prepare documents, take meeting minutes, and prepare a roster for the Pre-Bid Conference.
2. The Architect shall furnish copies of the Construction Documents. The Contract Documents, with any addenda, shall bear the seal and the signature of the Architect/Engineer/Consultant and the appropriate responsible professional engineering consultants.

F. Code Review:

Submit design documents for code compliance plan reviews to the State's code review agent or State approved agency building official. Prior to delivering the Contract Documents to the State for the Contractor's contract signing conference, the Architect is to provide the State with a letter certifying that all addenda, value engineering recommendations and any other changes to the Bidding Documents (not incorporated in the Code Review Agent's review and issuance of the Letter of Compliance) are in compliance with the State's Approved Codes and have been reviewed by the Code Review Agent and have been found to be in compliance.

G. Construction Contract Administration/Observation:

The Architect will monitor the construction activities and the contractor's compliance with the Contract Documents. These services will involve participation at regular construction meetings, review of construction progress for compliance with the project's documented scope and quality, review of project submittals, certification of the contractor's payment application, responding to contractor's information requests (RFIs), preparation of Proposal Request and Change Order documents, participation in close out procedures and documentation (including digital As-built documents in both .pdf and native format).

The Architect shall provide the following:

1. The Architect will attend a preconstruction meeting with the contractor's personnel and subcontractors as appropriate. Representatives from both the State Construction Services group and the Military Department Agency will attend the preconstruction meeting.
2. The Architect will review and approve (Stamp) material and equipment submittals and "shop drawings" required of the contractor as detailed in the Contract Documents.
3. This procedure shall be discussed and approved by DAS. Use of PM Web is the preferred method.
4. The Architect will provide periodic construction observation of the contractors work at critical milestones in the construction process. A site visit report is required for each site visit. Weekly or bi-weekly construction meetings will be required for this project.
5. The Architect will review and make recommendations regarding contractor's estimates for any "change orders" that may be necessary due to site conditions different from those anticipated.
6. The Architect will review the contractor's requests for payments and compare to the level of actual completion of the Work. The AE will forward the payment request to the DAS Agency Representative for payment.
7. The Architect will perform a pre-final and a final inspection with the Agency Representatives and the contractor. The Architect/Engineer will review the contract documents and furnish a "punch list" of items to be completed by the contractor.
8. The Architect will process "close-out" paper work that is required of the AE by the Contract Documents.
9. The Architect will submit As-Built Drawings and As-Built Specifications as required by the Contract Documents.

10. The Architect will perform a single eleven (11) month "Guaranty inspection".
11. Architect will collect O&M manuals and other Closeout documents from the contractors and confirm that they are appropriate.
12. Digitized Products: In addition to original documents and submittals, all communications, documents, Computer Aided Drafting (CAD) drawings, estimates and other information are required to be submitted to the State/Agency in their native electronic format. CAD Drawings will be provided in both CAD (with bound references) and in pdf format.

SCOPE OF SERVICES

Scope of services will be in accordance with, but not limited to, the current Consultants Procedure Manual and the services set forth in the Terms and Conditions of the contract.

A. PRE-DESIGN SERVICES

Conceptual Designs of Site:

Provide a minimum of three (3) conceptual site options showing building and site elements as determined as follows:

1. Architectural:

- a. In conjunction with the Landscape Architect and Civil Engineering consultant, conduct a Charrette, with designated user personnel to verify, modify if necessary, and to supplement the programming information contained in the Form 1390/91. The information gathered will be utilized in generating an architectural program which will include descriptions of the spaces required, their functions, features, characteristics and their size, as well as, their required relationships and adjacencies. The program, in addition to descriptions of each space, will include a summary of space requirements and the required adjacencies/space relationships to each other and to the public or other visitors.
- b. Generate a minimum of three (3) concept plans showing alternative approaches to the building design and site design.
- c. The alternatives shall show general furniture layouts to ensure proper fit and locations.
- d. Provide and update the design narrative describing the solutions and the basis therefore and including an outline specification/systems description.
- e. Perform a code review establishing requirements for compliance with the Building and Life Safety Codes, National Guard criteria, LEED Certification, High Performance (Green) Building Standards and American National Standards Institute (ANSI) A117.1 – American with Disabilities Act (ADA).
- f. Cost estimate in a format acceptable to DAS and the client agency and a cost estimate in 1390/91 format, shall be provided in the referenced quantities contained in Section III.A. – Distribution Matrix.
- g. Coordinate the efforts of all design disciplines and compile the final study report.
- h. Conduct a 10% submission review meeting attended by the appropriate design team members to present the report and assist the DAS, MIL DEP and the National Guard selecting one (1) of the concepts to pursue for development.

2. Structural:

- a. Provide analyses and a narrative of the probable structural system which will be coordinated and compatible with the architectural scheme, and in compliance with all applicable codes.
- b. Assess the results of the soils program.
- c. Cost estimate in a format acceptable to DAS and the client agency and a cost estimate in 1390/91 format, shall be provided in the referenced quantities contained in Section III.A. – Distribution Matrix.

3. Mechanical/Electrical/Plumbing (MEP):

- a. Review current utility energy conservation rebate structure and provide systems compatible with these rebate schedules where feasible.
- b. Develop basic system layouts and narratives.
- c. Coordinate with site, architectural and structural layouts, for example, interior wastewater and fire suppression requirements.
- d. Provide overall MEP narrative for the report.
- e. In addition to the Cost Estimate in a format acceptable to the DAS, provide budget cost estimate in 1390/1391 format.

4. Pre-Design Charrette – Draft Report & Final Report submissions will be provided:

The Architect will compile a coordinated multi-disciplinary study report of findings including but not limited to:

- a. Introduction and Executive Summary.
- b. Design Analysis (narrative) with systems descriptions and/or outline specifications.
- c. Conceptual design options for site and building design alternatives with recommendation for option to be utilized
- d. Cost estimate(s)
- e. Design and Construction Project schedules
- f. Add appropriate appendices such as, but not limited to:
 - Space Requirements Program
 - Geotechnical Report
 - Calculations
 - Other supporting data/resources

B. Permit Documentation:

All permitting work will be conducted beginning early in the project in order to establish requirements that may impact the design and shall be continually updated throughout the design process.

DESIGN SERVICES –

Design services shall be provided in accordance with the requirements of the Terms and Conditions of this contract and the Consultants Procedure Manual. Services will include, but not be limited to, Architecture, Civil Engineering, Landscape Architecture, Structural Engineering, and Mechanical, Electrical and Plumbing (MEP) Engineering, Interior Design, Furniture, Fixtures and Equipment, Digital Signage, LEED Silver, Kitchen and Laundry equipment, and Geotechnical.

Design Services will require schematic design, design development, construction documents. The Architect and sub-consultants will attend project design meetings bi-weekly, as required.

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.

High Performance Building Standard Regulations and LEED Certification

The CT High Performance Building Guidelines require the Design of a State Facility to meet the both twelve (12) Mandatory Requirements and to receive a Leadership in Energy and Environmental Design (LEED) Silver level certification from the United States Green Building Council.

This project shall comply with the High Performance Building Regulations (Regulations of Connecticut State Agencies 16a-38k-1 through 9), "the Regulations", and obtain Silver Certification under the Leadership in Energy and Environmental Design (LEED) certification program.

The Architect shall take all measures, and shall meet professional standards of care to provide all design and other services necessary to achieve compliance with the Regulations and to obtain LEED Silver Certification for the project. The Architect's scope of services shall include all services outlined in the DAS Capital Projects High Performance Buildings Guidelines, including, but not limited to, the Design Professional's role in commissioning as defined in ASHRAE Guideline 0-2005.

Nothing contained herein shall be construed to limit the Architect's responsibility to provide drawings, specifications or other documents or services necessary to meet the requirements of the Regulations or to obtain LEED Silver Certification, or to perform any other of its contract responsibilities during any phase described in this contract. **The Architect shall provide the services of a LEED Accredited Professional for the project.** All sub-consultant fees and all fees payable to the U.S. Green Building Council are included in the Architect's total fee stated in paragraph 2 of this contract.

Easements – Mandatory

During the design phase, the Architect shall require the need for easements and coordinate the same with all applicable utility company(ies) and/or town laws ordinances and regulations, including, but not limited to, easements in connection with utility services required for the project. Easements are necessary. The Architect shall provide three (3) copies of an easement map(s), a legal description and a recordable drawings on mylar. The Architect shall also provide the first draft of an easement document by electronic transmission (email) for review by a DAS attorney. Electronic Copies shall be in Native file format and applicable PDF Format.

Section II

The Architect shall provide the following services as noted in the request for proposal advertisement, discussed at the Project Scope Meeting and the applicable minutes. The Architect shall be compensated for said services in the amounts specified below, plus the Architect's ten percent (10%) overhead and profit, which amounts are included in the Architect's total fee stated in Paragraph 2 of the contract.

A. Geotechnical Technical Engineering

The Architect shall provide the following Geo-Technical services in the amounts specified below. The Architect is authorized to engage the services of **Down to Earth Consulting, LLC (DTE), 122 Church Street, Naugatuck, CT 06770** for the services set forth in this subsection.

Geotechnical Evaluation:

The geotechnical work will be provided for design of the building and site improvements. The structural engineer will coordinate the boring evaluation locations for structures and the site engineer will locate site improvement borings for utilities and parking lots. The geotechnical work will be as follows:

1. Review project plans to develop a subsurface exploration program.
Locate proposed explorations on a plan provided by the design team.
Prepare a subsurface investigation plan, specifications, a Request for Proposals to solicit bids for soil borings, and a report for the proposed building, utilities and pavement.
2. Solicit geotechnical borings and report. Task a sub-consultant to perform this work. It is expected that soil borings will be completed in four (4) days.
3. Observe soil boring operations.
4. Upon receipt of boring logs, test results and report, use the information for designing foundations, sheeting and shoring for utilities, and for pavement designs. The results will become part of the contract documents.
5. Contact Call-Before-You Dig (CBYD) to clear utility locations.
6. Boring locations will be marked in the field and cleared (e.g. brush, trees, cars, etc.) by others prior to drilling.
7. Private utilities not marked out by CBYD will be marked out in the field by others.
8. Perform geotechnical borings. Boring depths will be adjusted as the subsurface conditions are revealed.
9. Standard Penetration Tests (SPT) will be performed in general accordance with ASTM D1586 semi-continuously up to ten feet and at five foot intervals thereafter.
10. Groundwater levels will be recorded when first encountered and at the termination of each boring.
11. Geotechnical Analysis and Report
 - General description of the project that will include a locus and site plan;
 - Subsurface exploration program summary that will include logs for each test boring;
 - Discussion of the site geology and encountered soil, bedrock, and groundwater conditions;
 - Foundation recommendations for the subsurface conditions encountered and the anticipated loading;
 - Soil bearing pressure and settlement estimates;
 - Seismic site coefficient and liquefaction potential;

- Lateral earth pressures for retaining walls;
- Foundation and slab subgrade preparation;
- Foundation and slab damp proofing and drainage recommendations;
- Material gradation and compaction requirements;
- Method to improve existing uncontrolled Fill (if needed);
- Temporary excavation and groundwater requirements.
- Formulate recommendations into a report suitable for providing design criteria for foundation support and earthwork construction of the subject project.
- Periodic consultation with the DAS project manager during the design phase of the subject project.
- Review of construction documents relating to foundation and earthwork construction for conformance with recommendations provided in the above report.
- Provide periodic site visits as required to evaluate existing soil conditions as requested by DAS Project Manager during the construction phase to view and report on issues relating to the foundation and earthwork aspects of the project construction, as well as required input/responses to requests for information, including attendance at project meetings when required.

The geotechnical consultant shall provide Three (3) hard copies of the report to DAS for distribution prior to the Pre-Design Charrette no later than Twenty Five (25) calendar days after receipt of this approved contract.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated for said services in the amount of **Eight Thousand Five Hundred Fifty Dollars (\$8,550.00)**.

B. Commercial Kitchen Equipment / Laundry Equipment Consulting Services

The Architect shall provide the following Commercial kitchen equipment / laundry equipment services. The Architect is authorized to engage the services of **Crabtree McGrath Associates, Inc., 161 West Main Street, Georgetown, Massachusetts 01833** for the services set forth in this subsection.

Schematic Design Phase

1. Attend the usual Architect/Client design conferences for the purpose of developing the requirements of the foodservice and laundry facility.
2. Provide drawings, specifications and equipment selections for review and approval:
 - Space allocations for each functional component of the foodservice system
 - 1/8" scale equipment plans for Architect/Client review
 - Suggested list of equipment
 - Equipment budget estimate

Design Development Phase

1. Evaluate the Schematic Design Phase with Owner/Architect/Engineer conferences as required to integrate foodservice and laundry requirements with related architectural, mechanical and electrical aspects of the work.
2. Develop and refine the drawings into 1/4" = 1'-0" scale plans.
3. Develop Specifications as necessary to support the selected equipment and coordinate with associated drawings
4. Prepare and distribute copies of the foodservice and laundry equipment product data books with:
 - Equipment schedule listing electrical, plumbing, gas and ventilation requirements
 - Engineering information document
 - Notated individual cut sheets

5. Review and update the equipment budget.

Construction Documents Phase

1. Refine the Design Development drawings into detailed plans at 1/4" = 1'-0" scale.
2. Drawings will include:
 - Equipment layout
 - Equipment schedule with complete connection data
 - Equipment stub-in plan with related connection details
 - Details, sections and notes as may be necessary to adequately illustrate the intent of the design requirements
3. Specifications prepared for foodservice and laundry equipment in conformance with the format of other sections of the construction documents.
4. Review and update the equipment budget based on the completed Contract Documents.

Bidding or Negotiation Phase

1. Review foodservice and laundry equipment bid documents and prepare such clarification through addenda as may be required by inquiries from bidders.
2. Assist in the evaluation of bid proposals for foodservice and laundry equipment, and provide recommendations for award as may be requested.

Construction Administration Phase

1. Check contractor submittals consisting of rough-in drawings, equipment cut books, and fabrication shop drawings, to ensure the design intent and quality of equipment is maintained in conformance with the Contract Documents and bid proposal.
2. Perform field inspections and prepare punch lists for installation work at the project site.
3. Attend the demonstration/start-up of the food service and laundry facilities to explain system and operation concepts.
4. Review and verify the warranty and maintenance manuals prepared by the contractor.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated for said services in the amount of **Nineteen Thousand Eight Hundred Dollars (\$19,800.00)**.

C. Interior Design and Furniture, Fixtures and Equipment (FF&E)

The Architect shall provide the following Interior Design services. The Architect is authorized to engage the services of **Cama, Incorporated, 31 Audubon Street, New Haven, Connecticut 06511** for the services set forth in this subsection.

Consultant will work with the design team to deliver a LEED compliant interior design and FF&E for the project. Services to be provided include, but are not limited to:

Pre-Design Charrette

1. Participate in Pre-Design Charrettes with constituencies.

Design Phases

Schematic Design (SD) Phase

1. Review program as submitted by State of Connecticut
2. Verify project schedule and budget.
3. Review any predetermined finish standards and existing or preferred buying agreements.
4. Develop floor plans according to program agreed upon by all parties.
5. Prepare elevations and reflected ceiling plans where needed with a preliminary lighting narrative. Lighting designer and Acoustician to be recommended as needed.
6. Research finishes, and materials for interiors and FF&E.

7. Manufacturer representatives are interviewed for available options and performance measures, samples are gathered, and schemes are developed and tested against budget.
8. Plans of design concepts are prepared for initial presentations, including interior details, color, and materials.
9. Loose table top presentations will be developed for discussion, review and approval with decision makers.
10. Iterative review/ mock-ups are determined with appropriate teams to agree on placement of all functions and types of finishes.
11. Receive approval and sign-off to proceed with Design Development.

Design Development (DD) Phase

1. Conduct research on options, availability, cost, installation requirements, finishes, furniture and furnishings approved in schematic design.
2. Review with specialists and consultants.
3. Develop schedules for furniture, finishes, window treatments, fixtures, equipment, etc.
4. Develop details for interiors finish and millwork applications.
5. Conduct a preliminary review with all engaged in project.
6. Revise for final submittals accordingly and reconcile with budget and schedules.
7. Prepare presentation boards for final review and sign-off.

Contract Documents (CD) Phase

1. Prepare drawings, specifications and documents for construction, casework, details, finishes, floor material patterns, reflected ceiling plans for fixtures which describe size and characteristics of the interior design and proposed FF&E work.
2. Document custom/specialty items i.e. displays, etc.
3. Prepare FF&E and finishes, specifications working with purchasing agent.
4. Complete FF&E and finish schedules.
5. Finalize budget costs and production and delivery schedules and any anticipated storage issues.
6. Prior to release review with project team for comment and final approval and sign-off.

Construction Phase

1. Review shop drawings, product submittals, RFI's, mock-ups and order acknowledgements for approval and coordination.
2. Coordination for timely warehousing of materials, and FF&E.
3. Conduct site visits as needed to observe the progress and quality of work performance per the intent of the construction documents.
4. Document revisions.
5. Document and issue meeting minutes, records, agenda, etc.
6. Punch list for damage and quality of assembly and performance.
7. Inspection for punch list corrections.
8. Assist and inform owner and end user staff with use instructions and fire rating documentation.
9. Post occupancy evaluations.
10. Photograph and publish results.
11. Check and verify the warranty and maintenance manuals prepared by the contractors.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated for said services in the amount of **Two Hundred Thousand Dollars (\$200,000.00)**. Of this amount, Seventy Five Thousand Dollars is for the FF & E services.

D. Digital Signage Services – Building Wide Digital Signage

The Architect shall provide the following Digital Signage Design services. The Architect is authorized to engage the services of **ACT Associates LLC, 922 F Stafford Road, Storrs, CT 06268** for the services set forth in this subsection.

Consultant will work with the design team to deliver a Building Wide Digital Signage System.

Pre-Design Charrette

Attend design charrette as necessary

Design Phases:

Attend and participate in design project meetings, as required
Review program and Charrette available for the basis for digital signage
Verify the project schedule and budget.
Review any predetermined standards and existing/preferred buying agreements.
Prepare elevations and locations annotations where needed.
Prepare a preliminary digital signage narrative.
Research finishes, and materials.
Manufacturer representatives are interviewed for available options and tested against the budget.
Iterative review/ mock-ups are determined with appropriate teams to agree on placement of all functions and types.
Conduct research on options, availability, cost, installation requirements, functions, and finishes approved.
Review selected items, materials, and finishes with specialists and consultants.
Develop schedules Digital Signage.
Develop details for interiors applications.
Revise for final submittals accordingly and reconcile with budget and schedules.
Prepare, revise and finalize drawings and specifications.
Document custom/specialty items, as necessary.
Complete schedules for Digital Signage.
Finalize budget costs, production, delivery schedules, and any anticipated storage issues.

Construction Administration during Construction:

Attend and participate in project meetings, as needed.
Review shop drawings, product submittals, RFI's, mock-ups, and order acknowledgments for approval and coordination.
Conduct site visits as needed to observe the progress and quality of work performance per the intent of the construction documents.
Document revisions as necessary and applicable.
Punch list for damage and quality of assembly and performance.
Inspection for punch list corrections.
Assist and inform Owner and End User with use instructions documentation.
Check and verify the warranty and maintenance manuals prepared by the contractor.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated for said services in the amount of **Four Thousand Dollars (\$4,000.00)**.

E. Acoustical Engineering Services – Acoustical

The Architect shall provide the following Acoustical Engineering services. The Architect is authorized to engage the services of **David Coate Consulting, 22 Bartlett Street, Pembroke, Massachusetts, 02359** for the services set forth in this subsection.

Acoustical Engineering Services to be provided:

Pre-Design Charrette

- Attend design charrette. Up to four teleconferences are anticipated.

Design Phases

- Attend and participate in project design meetings, as required. Up to four teleconferences are anticipated.
- Review program and Charrette available for the basis for acoustical requirements.
- Review the appropriateness of acoustical standards such as the ANSI Classroom Acoustics Standard.
- Prepare a preliminary acoustical narrative.
- Research architectural finishes, and materials with respect to acoustical relevance.
- Work with team members regarding acoustical materials/schedules.
- Develop details for acoustical applications.
- One revision is anticipated for final acoustical submittal.

Construction Administration during Construction

- Attend and participate in construction phase project meetings. Up to two teleconferences are anticipated.
- Review shop drawings, product submittals, and RFI's.
- Document revisions as necessary and applicable.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated for said services in the amount of **Seven Thousand Dollars (\$7,000.00)**.

F. Design and Construction Phase Allowance.

This paragraph establishes a design and construction phase allowance. This allowance is established in order to facilitate the timely resolution of issues impacting the project during the design and/or construction phases. It shall be used to supplement the effort of the Architect and if applicable, its subconsultants, if: 1) the service needed is determined by the DAS Project Manager to be clearly beyond the contract's scope of services; 2) the DAS has determined in its sole discretion that the Architect has been performing at a level that meets or exceeds DAS requirements; and 3) the issue is not the result of deficient or delayed work caused by the Architect or its subconsultants. For this Design and Construction Phase Allowance an allowance of Thirty Thousand Dollars (\$30,000.00) shall be established. This allowance shall be used at the discretion of, and only upon the prior written approval of, the DAS Project Manager and his/her Assistant Director of Project Management. Such written approval shall also be provided to the State Properties Review Board.

Section III

Matrix Distribution Sheet

			Agency Constr.	Agency Design	Agency Maint.	NGB	END USER	TOTAL SETS	REMARKS
CHARRETTE	PAGES	SIZE							
PDFS ONLY TO DESIGN TEAM, NO PAPER COPIES									
POWERPOINT DOCUMENT	20	8-1/2X11		6			6	12	
CONCEPT PLANS	6	11x17		6			6	12	
ROM BUDGET	15	8-1/2X11		6			6	12	
FINAL REPORT	12	8-1/2X11		6			6	12	
Schematic Design Phase (NGB Concept'l Submiss'n)	* NGB Submission to be bound into 8-1/2" x11" document with folded 11"x17" Drawings								
DAS/CS Electronic Copies Only									
HALF-SIZED DWGS.	100	15X21		3		2		5	
PROJECT DESIGN SCHEDULE	10	8-1/2X11		3		2		5	
BUDGET MGMT./COST ESTIMATE	10	8-1/2X11		3		2		5	
BLDG. SYSTEM NARRATIVE	50	8-1/2X11		3		2		5	
STATE PERMIT CHECKLIST	15	8-1/2X11		3		2		5	
DESIGN DEVELOPMENT (NGB Prelim'y Submiss'n)	* NGB Submission to be bound into 8-1/2" x11" document with folded 11"x17" Drawings								
DAS/CS Electronic Copies Only									
FULL SIZE DWGS. (30X42)	150	30X42		1				1	
HALF SIZE	150	15X21	1	3		2		6	
OUTLINE SPECS. MFRS. CUTS	500	8-1/2X11		3		2		5	
DESIGN SCHEDULE UPDATE	10	8-1/2X11		3		2		5	
BUDGET MGMT./COST ESTIMATE	10	8-1/2X11		3		2		5	
DESIGN CALC'S	50	8-1/2X11		3		2		5	
STATE PERMIT CHECKLIST	15	8-1/2X11		3		2		5	
DRAFT COLOR BOARDS				2					
Construction Documents (NGB Final Submiss'n)	* NGB Submission to be bound into 8-1/2" x11" document with folded 11"x17" Drawings								
DAS/CS Electronic Copies Only									
FULL SIZE	200	30X42	2	1				3	
HALF SIZE	200	15X21	2	3		2		7	
CONTRACT SPECS	1500	8-1/2X11	2	3		2		7	3 Vol./500 pgs. each; Agency Maint & End. Users PDF's Only
DESIGN SCHEDULE UPDATE	10	8-1/2X11	1	1		2		4	
BUDGET MGMT./COST ESTIMATE	10	8-1/2X11	1	1				2	
DRAFT 1354	10	8-1/2X11	1	1				2	
FINAL COLOR BOARDS				1				1	

*The Architect shall include all other requirements from the Federal Regulations for MILCON project design submissions.

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 uncopied

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."

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, unmaturing, 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: \$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

- 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 \$2,000,000.00 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 \$2,000,000.00 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 2F 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
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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. Click on the link to "Lobbyist/Contractor Limitations."

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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 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 Ames & Whitaker, Architects, P.C.	Address 31 Liberty Street, Southington, CT 06489	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 Architectural Services under DAS Contract No. BI-Q-691-ARC

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:  Deputy Commissioner Date 2-18-2020

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

March 19, 2020

New Readiness Center
Putnam, Connecticut
Project Number: BI-Q-691
Contract Number: BI-Q-691-ARC

Mr. Alan S. Lagocki
Ames & Whitaker, Architects, P.C.
31 Liberty Street
Southington, CT 06489

Dear Mr. Lagocki:

Your **Standard Fixed Fee Architect's Contract** dated **February 18, 2020**, for professional services for the subject project, has been fully executed and approved by all concerned parties. We are forwarding herewith a copy of this contract. Do not proceed with the contract work until you receive written notice to proceed from the Department of Administrative Services (DAS) project manager assigned to this project.

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

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

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

If you should have any questions in regard to the above, please contact the DAS project manager, Ronald Wilfinger, assigned to this project at (860) 713-5648.

Sincerely,

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

Cathy Phelps
Legal Services Unit

Enclosures: Contract No. BI-Q-691-ARC
CERT-134

cc: State Properties Review Board w/copy of contract
DAS Office of Legal Affairs, Policy and Procurement, w/copy of contract
Craig Russell, Director, Construction Support Services, w/copy of contract
Glenn Knapsack, DAS Project Accounting w/copy of contract
Peter McClure, DAS ADPM, w/copy of contract
Ronald Wilfinger, DAS Project Manager, w/original 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