

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

**PROJECT NUMBER: BI-RT-889 900-0015  
CONTRACT NUMBER: BI-RT-889-ARC**

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

**Bullard Havens Technical High School  
500 Palisade Avenue  
Bridgeport, CT 06610**

is entered into this 26th day of February, 2021, 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, 4b-3, and 4b-103.

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

**JCJ Architecture, PC  
120 Huyslope Avenue, Suite 400  
Hartford, CT 06106**

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 not to exceed fee of **Five Million One Hundred Eighty-seven Thousand Three Hundred Fifty-four Dollars (\$5,187,354.00)** shall be paid as indicated below, and such other work as described in Section II of Exhibit A, which exhibit is attached hereto and made a part hereof, for the completion of the work specified when previously authorized in writing:
  - A. Schematic Design Phase: **Six Hundred Ninety-three Thousand Five Hundred Thirty-three Dollars (\$693,533.00)**;
  - B. Design Development Phase: **Nine Hundred Twenty-three Thousand Five Hundred Forty-five Dollars (\$923,545.00)**;
  - C. Contract Documents Phase: **One Million Three Hundred Seventy-one Thousand Sixty-six Dollars (\$1,371,066.00)**;
  - D. The Architect shall be paid a sum of **Two Hundred Twenty-six Thousand Five Hundred Twelve Dollars (\$226,512.00)** after the documents to be provided in the contract documents phase are bid by the Department of Administrative Services, and the Architect's duties for the bidding phase have been completed to the Department of Administrative Services' satisfaction, or when the State's construction contract with the general contractor is signed. If neither occurs, this amount will not be earned and paid.
  - E. In the event the State approves and allocates funds for construction, a sum of **One Million Three Hundred Fifty-nine Thousand Sixty-six Dollars (\$1,359,066.00)** shall be paid to the Architect for construction administration services, if such administration is requested by the Department of Administrative Services. This sum includes the costs of services of any clerical and/or technical assistants working in the Architect's office or in the field. Said sum, less the amount stated in subsection E. 1 below, shall be paid in equal monthly installments, based upon the construction contract time, until payment reaches 90% of the

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

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

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

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

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

E. 1. The Architect shall be paid a sum of N/A Dollars (\$0.00) after (i) satisfactory completion of the commissioning process (which is defined as the submission of the Post Occupancy Commissioning Report as described in the DAS Capital Projects High Performance Buildings Guidelines) and (ii) receipt by the DAS of one (1) copy of the submitted LEED certification packet (if pursuing LEED certification) sent to the U.S. Green Building Council.

It is understood that the Architect's total fee hereinbefore mentioned in paragraph 2 shall be reduced by the sum hereinbefore mentioned in subparagraph 2E if construction administration is not requested, and, conversely, shall be increased by any payments that the State shall be obligated to make pursuant to the provisions of Article V and Section C of Article VII of the "Terms and Conditions of Contract between State and Architect." Said total fee shall also be subject to reduction pursuant to the provisions of the third paragraph of Section D of Article V of the "Terms and Conditions of Contract between State and Architect." It is also understood that a reasonable adjustment in said total fee shall be made by the Commissioner of DAS, hereinafter called the "Commissioner," in the event of termination or suspension, as provided in Articles VIII and IX of the "Terms and Conditions of Contract between State and Architect."

This paragraph establishes a design and construction phase contingency. This contingency 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 services 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 Contingency, 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. This amount is included in Architect's total fee set forth in Paragraph 2.

3. The Architect shall provide the work pursuant to the following phases within the time periods specified below or, at the option of the Department of Administrative Services within extended periods to be determined by the Department if the Department is of the opinion that such extensions are warranted and if the Department

evidences its consent to such extensions in writing. The Architect shall not commence any phase work under the contract until the Architect receives written authorization to proceed from the DAS Project Manager.

- A. Schematic Design Phase: **Ninety (90)** calendar days after receipt of written notice to proceed;
  - B. Design Development Phase: **Ninety (90)** calendar days after receipt of written notice to proceed;
  - C. Contract Documents Phase: **One Hundred Twenty (120)** calendar days after receipt of written notice to proceed.
4. The Architect's design shall be based on a total construction budget of **Ninety-five Million Five Hundred Eighty Thousand Dollars (\$95,580,000.00)**.
  5. The scope of professional services to be provided by the Architect under this contract is set forth in Exhibit A.
  6. The Architect shall submit the following materials for review and approval:
    - A. Schematic Design Phase: electronic copies of the drawings, specifications, project manual and cost estimate produced in accordance with the requirements of the Consultant's Procedure Manual;
    - B. Design Development Phase: electronic copies of the drawings, specifications, project manual and cost estimate produced in accordance with the requirements of the Consultant's Procedure Manual; and
    - C. Contract Documents Phase: **2** sets of full-size drawings, **2** sets of half-size drawings, and electronic copies of the drawings, specifications, project manual and cost estimate produced in accordance with the requirements of the Consultant's Procedure Manual.
  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: Bruce Kellogg  
 Address for registered or certified mail: 120 Huyshope Avenue, Suite 400, Hartford, CT 06106  
 Address for hand delivery: 120 Huyshope Avenue, Suite 400, Hartford, CT 06106  
 Email: bkellogg@jcj.com  
 Facsimile transmission telecopy (fax) number: 860-524-8067

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

By Noel Petra  
 Noel Petra  
 Deputy Commissioner  
 Department of Administrative Services  
 Date signed: 2/26/2021

JCJ Architecture, PC

By James E. LaPosta, Jr.  
 Print name: James E. LaPosta, Jr.  
 Its Chief Architectural Officer, Duly Authorized  
 Date signed: 2/26/2021

Approved as to form:

Joseph Rubin, Asst.  
 Dep. A.G.   
 Attorney General

Date signed: \_\_\_\_\_

## **EXHIBIT A**

**Project Title: Bullard Havens Technical High School**  
**Project Location: 500 Palisade Avenue, Bridgeport, CT**  
**Project No. BI-RT-889/900-0015**  
**Contract No. BI-RT-889-ARC**

### **Section I**

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

The Architect will provide all design discipline services to the DAS/CS in support of the Bullard Havens Technical High School located at 500 Palisade Avenue, Bridgeport, CT.

The Architect shall design and create complete and accurate contract documents for a completely new technical high school at the existing Bullard Havens THS site.

Construction of a new +/- 260,000 gross sf facility on the current site to accommodate 13 separate shop programs, plus associated classrooms and theory rooms, per the Educational Specifications (ED Spec). New construction will also include a field house, bus garage, and new ball fields per ED Spec, and construction of storage and out-buildings to provide ancillary space as described in the ED Spec and building program.

This project includes the demolition of the existing buildings on the site: "A" Building consisting of classrooms, the "B" building consisting of shop/lab/classroom spaces, and the "C" Building, consisting of shop/storage spaces in their entirety.

Project delivery will be a Construction Manager at Risk (CMR).

The Site is within a residential area.

Hazardous materials abatement will be required.

The existing building will remain occupied during construction and school functions must not be interrupted.

The project will meet CT High Performance Building requirements.

The architect is required to design in accordance with the school construction standards established by the Office of School Construction Grants and Review (OSCGR).

The project will meet FM Global standards as well as current Connecticut State Building/Fire Safety Code and other state agency (DAS, DEEP, DPH) & utility company requirements. The Authority Having Jurisdiction will be Connecticut Office of the State Building Inspector (OSBI) / State Fire Marshal's Office (SFMO). The project will be reviewed by the OSCGR.

In addition to the foregoing, the following are basic services to be provided by the Architect:

**A. 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.

**B. Connecticut High Performance Building Standard Regulations**

This project shall comply with the High Performance Building Regulations (Regulations of Connecticut State Agencies 16a-38k-1 through 9), “the Regulations”.

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. 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.

The Architect shall provide the following Connecticut High Performance Building (CTHPB) administrator services:

1. Eco Charrette and Review of Program Goals:
  - a. Review existing credit strategies will all members of the design team, DAS, OSCGR and CTECS to ensure these strategies are feasible, cost effective, and appropriate for the CTECS’ priorities.
  - b. Provide a CTHPB Action Matrix document that will be updated regularly throughout the project.
2. Registration and Administration:
  - a. Assume responsibility for administrative duties for the DAS documentation.
  - b. Assign all design and construction credits.
3. Construction Phase Assistance:
  - a. Provide the CMR and their subcontractor will all necessary information and material to meet the requirements of Connecticut High Performance Standards (CTHPS).
  - b. Coordinate and attend a Project Kick Off meeting to outline the requirements and strategies for meeting CTHPS requirements, including specific resources for obtaining documentation for Material credits.
  - c. Provide the Construction Manager at Risk (CMR) with a Material Reporting Form, with instructions on its purpose and use.

- d. Provide the CMR with specific Action Plans, sample reports and Materials Matrix for tracking CTHPS credits 16a-38k – 6(d)(6) through 16a-38k – 6(d)913), if these credits are pursued.
- e. Provide the CMR with the Construction Waste Management Matrix for the tracking of 16a-38k – 6(d)(1) and (2).
- f. Attend meetings as necessary for the duration of the construction schedule to ensure that all targeted CTHPB points are being pursued.
- g. Provide photos showing compliance of Construction Waste Management and Indoor Air quality.

4. Verification and Documentation:

- a. Coordinate with the Design Team, Commissioning Agent, Energy Modeler, CMR and their subcontractors, and prepare all final documentation for submission to DAS.
- b. Provide narratives, drawings, photos and final material tracking matrix and review for full compliance.

5. Post Construction Review:

- a. Submit final documentation to DAS, OSCGR and CTECS for review and approval.
- b. Incorporate responses to DAS, OSCGR and CTECS questions or comments within one calendar year of submittal.

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.

The Architect shall provide electronic copies of all CTHPB documentation to DAS, OSCGR, CTECS and the CMR no later than during each phase of design and construction.

The Architect is authorized to engage the services of Cynthia M. Kaplan, LEED AP, LLC, 64 Blue Ridge Drive, South Windsor, CT 06074 to assist in the performance of Architect's services set forth in this subsection. The fee for the services provided by the sub-consultant authorized above are included in the Architect's fee for basic services. This fee will be paid out over the course of the design and construction administration phases and is included in the breakdown of fees under subparagraph 2A through 2E of this Contract.

### **C. Easements**

During the design phase, the Architect shall determine the need for any easements, including, but not limited to, easements in connection with utility services required for the project. If easements are necessary, the Architect shall provide three (3) copies of an easement map, a legal description and a recordable mylar.

### **D. Commissioning Support Services**

The Architect shall work with the Construction Manager and Commissioning Agent during design and construction to ensure that the specified MEP system are fully commissionable. The Architect shall support the Commissioning Agent's efforts as construction approaches completion and the MEP systems are commissioned. The Architect and engineering sub-consultants will meet with the Commission Agent to review relevant aspects of the project and will respond to review comments from the Commissioning Agent as required.

## **E. BIM Requirements**

The Architect shall become familiar with and follow the Department of Administrative Services (DAS) provisions set forth in the “BIM Guidelines” as amended and revised current with the date of this contract. The provisions of the “BIM Guidelines” are incorporated by reference herein and shall be as binding upon the parties to this contract as though fully set forth herein.

## **F. Architect’s Requirements for CMR Project’s Preconstruction Scope of Services**

### CMR Requirements

#### **1 Architect’s CMR Preconstruction Scope Of Services - General:**

For this Project the Architect shall perform the Basic Services described in this Section F\_\_\_ – Architect’s CMR Preconstruction Scope of Services. Performance of the services are included in the “Basic Services Fee” payable by State to the Architect, which are included in the Architect’s total fee stated in Paragraph 2 of this Contract.

The Construction Manager at Risk (CMR) shall be responsible for providing cost estimates; value engineering and life cycle reports. The Architect/Engineer of Record (A/E) shall collaborate with the CMR to develop designs and construction documents that are responsive to the Project Budget.

#### **2. Definitions:**

- 2.1 Bidding Documents:** Collectively, the Bidding Requirements and the proposed Contract Documents, including any addenda issued prior to receipt of Bids, relevant to competitive bidding for Subcontracts for designated portions of the Work.
- 2.2 Conformed Set of Bid Documents:** The A/E’s “Construction Documents” that incorporate all “Addendum” changes made to the “Construction Documents” during the official “Bid Period” that are generated as a result of bidder’s questions. All changed documents shall be signed, sealed, and dated by the A/E.
- 2.3 Contract Documents:** Mean the CMR Agreement between Owner and CMR, Conditions of the Contract (General Conditions, General Requirements and other Conditions), Drawings, Specifications, and Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and modifications thereto issued after execution of the Contract, all of which shall constitute the Contract.
- 2.4 Construction Documents:** Mean the signed and sealed A/E drawings, specifications that have received a Building Permit from the Office of the State Building Inspector and are developed to set forth in detail the requirements for the construction of the project.
- 2.5 Construction Manager At Risk (CMR):** Means a sole proprietor, partnership, firm or corporation, under a construction manager at risk agreement with CTDAS. The CMR is the Contractor who is selected to review and participate in the production of the Contract Documents and who agrees upon a Guaranteed Maximum Price (GMP) to perform the Work identified in the Contract Documents. The CMR shall solicit Subcontract Bids from Subcontractors on a competitive basis and enter into contracts with these Subcontractors to perform their subcontract work.
- 2.6. Project Elements:** Means the permanent structures, site improvements and other permanent developments at the site specifically defined and specified in the Contract Documents requiring construction and services, which construction and services may constitute the whole or part of the Project.

#### **3. FTP Site:**

The A/E shall provide a File Transfer Protocol (FTP) Site for the CMR Request For Proposals (RFP) for use during the Best Value Selection of the CMR Firm. This will include establishing the site and populating the site with the agreed-upon project documents. The A/E will provide to the Project Manager (PM) a Table of Contents, in MS Word Format, to be placed in the CMR Request For Proposals (RFP) that exactly matches the contents of the A/E’s FTP Site.



The posted documents may be either:

- 3.1 the Approved Programming Documents, or
- 3.2 the Schematic Design Documents, or
- 3.3 other documents including the present CMR General Conditions, CMR General Requirements, the existing conditions information and other material as agreed by the DAS PM.

The A/E will provide the site access instructions and password to the DAS PM. The site will be maintained for the duration of the project.

#### **4. Specific Documents To Be Furnished By The Architect When Authorized:**

Upon the receipt of written authorization from the DAS PM the A/E shall provide the following deliverables as a supplement to the submittal requirements of Article VI of the Terms and Conditions – Attachment 1 of this Contract and in accordance with the requirements of the Consultants Procedure Manual:

##### **4.1 Schematic Design (SD) Phase:**

For the 100% Schematic Design Phase submittal the A/E shall furnish the following deliverables as a Supplement to the SD submittal requirements of Article VI of the Terms and Conditions – Attachment 1 of this Contract and the submittal requirements of the Consultants Procedure Manual:

- 4.1.1 **100% Schematic Design Phase Drawings:** Two (2) copies.
- 4.1.2 **Electronic Files of the 100% SD Phase Presentation on CD-ROM:** Two (2) copies.
- 4.1.3 **Schematic Design Color Perspective:** One (1) 11” x 17” copy.
- 4.1.4 **SD Design Narrative Report:** Two (2) copies.

Upon 100% completion of SD Phase the A/E shall submit a “Design Narrative Report” that provides a brief summary of their intent of their design. The Design Narrative shall be submitted to the DAS PM in accordance with the Consultants Procedure Manual.

- 4.1.5 **Cost of the Work Estimate:** Two (2) copies.

##### **4.2 Design Development (DD) Phase:**

The Design Development (DD) Phase Documents shall develop the design of the project in greater detail confirming or adjusting the design and details as directed by the Owner as a result of Owner Reviews and Constructability Reviews provided by CMR at the end of 100% SD Phase. The A/E shall incorporate all of the Owner required changes for all aspects of the Design Development Phase drawings and specification to further define the size, character and quality of the entire project as to structural, mechanical, and electrical systems and materials. The exterior envelope systems, type of structural system, HVAC systems, electrical systems, etc. shall be further delineated and defined in the Design Development Phase drawings and specifications. For the 100% Design Development Phase submittal the A/E shall furnish the following deliverables as a supplement to the DD submittal requirements of Article VI of the Terms and Conditions – Attachment 1 of this Contract and the submittal requirements of the Consultants Procedure Manual:

- 4.2.1 **Design Development Phase Submittal:** Two (2) copies.  
Upon 100% completion of the DD Phase the A/E’s DD Submittal shall provide all of the deliverables requirements of the DAS Consultants Procedure Manual.
- 4.2.2 **Electronic Files of the 100% DD Phase Design Drawings and Specifications CD-ROM:** Two (2) copies.
- 4.2.3 **Design Narrative Report Update:** Two (2) copies.
- 4.2.4 **Cost of the Work Estimate:** Two (2) copies.

##### **4.3 Construction Document (CD) Phase:**

The Construction Document (CD) Phase Documents shall develop the design of the project in greater detail confirming or adjusting the design and details as directed by the Owner as a result of Owner Reviews and Constructability Reviews provided by CMR at the end of 100% DD Phase. The A/E shall incorporate all Owner required changes for all aspects of the CD Phase Drawings and Specifications to further define the size, character and quality of the entire project as to structural, HVAC, electrical systems, and materials, etc. The exterior design systems, type of

structural system, mechanical system and electrical system shall be further delineated and defined in the Construction Document Phase drawings and specifications. For the 50% and 90% CD Phase submittals the A/E shall furnish the following deliverables as a supplement to requirements of Article VI of the Terms and Conditions – Attachment 1 of this Contract and of the Consultants Procedure Manual:

**4.3.1 Construction Document Phase Submittals:** Two (2) copies.

Upon 50% and 90% completion of the CD Phase the A/E shall include all of the following deliverables as a supplement to the requirements of the DAS Consultants Procedure Manual.

**4.3.2 Electronic Files of the 50% and 90% CD Phase Design Drawings and Specifications CD-ROM:** Two (2) copies.

**4.3.3 Cost of the Work Estimate:** Two (2) copies.

**4.3.4 CMR Conversion of the Architect’s Construction Documents into Bidding Documents Packages:**

Upon completion of the “**Construction Documents**” (See Section 2, Definitions) and at the direction of DAS PM, the A/E shall provide the CMR with a complete set of Construction Documents. The CMR shall then convert the Construction Documents into logical, competitive, seamless, and distinct Subcontractor “**Bidding Documents**” (See Section 2, Definitions) Packages.

**4.3.5 CMR Subcontractor Bidding Packages:**

The CMR shall develop logical, competitive, unified and distinct Subcontractor Bid Packages with all scopes of work included in the packages.

#### **4.4 Bidding Phase:**

As a supplement to the requirements of Article VI of the Terms and Conditions – Attachment 1 of this Contract and of the Consultants Procedure Manual the A/E shall be required to participate in the Bidding Phase as follows:

**4.4.1 CMR Subcontractor Pre Bid Conferences:**

The A/E and their appropriate Consultants shall be required to attend and participate in all CMR Subcontractor Pre Bid Conferences.

**4.4.2 Subcontractor Bid Addenda:**

During the Bidding Phase for each and every CMR Subcontractor Bid, the A/E shall prepare all addenda and clarification documents, interpret the Construction Documents, provide an evaluation of equals and substitution and shall cooperate with the CMR and assist Owner, as requested, in architectural determinations and procedures required during the bidding phase.

**4.4.3 Subcontractor Bid Scope Review Meetings:**

Upon determination of the Lowest Responsible Bidder for each Subcontractor Bid and prior to CMR’s submittal of their Guaranteed Maximum Price (GMP) to the Owner the A/E shall attend Subcontractor Bid Review Meetings with CMR and the low bid trade contractor. For some of the trade bids, say 33% of the trades, additional scope review meetings will occur with the second low bidder. The meetings will include a verification that all major and important aspects of the design have been included in the low bid. This review will be hosted by the CMR and attended by DAS PM, the OR/CA and the design firm plus subconsultants as appropriate.

- .1 The State of CT is not allowed to negotiate as part of its CMR Lowest Responsible Bidder contracting process. Therefore, all and any discrepancies discovered during the Subcontractor Bid Scope Review Meetings must be performed within the Subcontractors low bid price as accepted by the State.
- .2 If provisions discovered by this Scope Review create a problem for the Subcontractor, that legal entity can withdraw their bid and choose to not sign the contract.

**4.4.4 GMP Proposal Review**

When the CMR submits the GMP Proposal to the Owner, the A/E and their appropriate Consultants shall review the GMP Proposal and the related “Assumptions and Conditions” and shall provide their comments and/or recommendations to the Owner for the Owner’s consideration.

#### 4.5 Post Bid Phase - Conformed Set of Bid Documents:

Upon conclusion of the Bidding Phase and prior to the start of construction the A/E shall create a complete set of Conformed Set of Bid Documents (See Section 2, Definitions). The A/E shall sign, seal, and date their Conformed Set of Bid Documents. The Conformed Set of Bid Documents shall comply with the following requirements:

##### 4.5.1 Changes to Electronic Files:

The A/E shall maintain up-to-date electronic drawing and specification files throughout the Bidding Phase. Specifically, the A/E shall be responsible for incorporating the following changes into the master electronic drawing and specification files:

- .1 All Addendum Items issued during the official Bid Period after DAS's receipt of the A/E's "Construction Documents" (See Section 2, Definitions) and prior to the Owner's award of the CMR's GMP Amendment, for the purpose of correcting or clarifying the A/E's "Construction Documents."

##### 4.5.2 Conformed Set of Bid Documents:

The "Construction Documents" that contain all pre-award "Addenda" changes are known as the "Conformed Set of Bid Documents." The Conformed Set of Bid Documents must incorporate all changes exactly as indicated on the pre-award Addendum and shall **NOT** include any changes, revisions, and/or deletions that were not part of a pre-award Addendum. If there are any changes, revisions, and/or deletions needed that were **Not** part of a pre-award Addendum, the A/E shall notify the DAS PM in writing and submit "Proposal Request" as a separate document for a post-award construction modification. The A/E shall prepare the "Conformed Set of Bid Documents" documents as follows:

##### .1 Drawings:

Annotated with revision symbols to identify changes made by all "Addenda" changes; shall contain the words "CONFORMED BID DRAWING." To avoid replotting unchanged sheets, "CONFORMED BID DRAWING" may be stamped on a paper copy of the unchanged original "Final Bid Drawings." Add "CONFORMED" Bid Drawings in large letters on the Cover Sheet, which shall be signed, sealed, and dated by the A/E. All changed drawings shall be replotted, signed, sealed, and dated by the A/E.

##### .2 Specifications:

Add "CONFORMED BID SPECIFICATION" and the date in the footer at the bottom of all Specification pages and in large letters on all of the Specification Cover Sheets that are signed, sealed, and dated by the A/E.

##### 4.5.3 Submission of Conformed Set of Bid Documents:

Prior to the start of Construction the A/E shall provide DS with a copy of the Conformed Set of Bid Documents on a CD ROM for use by the CMR and their Subcontractors for use in preparing shop drawings, coordinating work, etc. When notified by DAS PM, the A/E shall provide the following:

- .1 **Submissions to Owner and CMR:** Within 14 Calendar days of the notice to proceed (NTP) to the CMR submit two (2) sets Conformed Bid Documents (Drawings) on CD ROMs and two (2) sets of Conformed Bid Documents (Specifications) on CD ROMs. Four (4) sets of hard copy, full size set Conformed Bid Documents (Drawings) and Four (4) sets of hard copy Conformed Bid Documents (Specifications) with pages annotated as described above. All hard copy submittals shall be signed, sealed and dated by the A/E.
- .2 **Submissions to Department of Administrative Services (OSBI & OSFM) or DAS Code Unit:** Within 14 Calendar days of the NTP to the CMR submit two (2) sets of hard copy, full size set Conformed Bid Documents (Drawings) and two (2) sets of hard copy Conformed Bid Documents (Specifications) with pages annotated as described above. All hard copy submittals shall be signed, sealed and dated by the A/E.

#### 5. PRINCIPALS' MEETINGS:

The A/E is advised that there will be Principals' Meetings during the project duration. The Principals' Meetings will be attended by the normal Project Management staff and the Principals of the primary firms involved in this capital project; i.e., the design firm, the CMR Firm, the C.A. firm, the User Agency and the

DAS. There will be two (2) meetings during Design, assume one at the start of Design Development, and one at the turnover of the Contract Documents. During active construction, there will be Principals' Meetings every four (4) months.

## Section II

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

### A. Pre-design Study

The Architect is authorized to conduct a pre-design study that includes but is not limited to the following tasks:

- Conduct project initiation meeting.
- Visit the site to confirm opportunities and constraints and evaluate the site.
- Conduct programming meetings with DAS, OSCGR and CTECS.
- Develop space programming, critical adjacencies, space configuration and conceptual/pre-design layouts and narratives.
- Prepare meeting agendas and lead meetings specific to the goals, needs, and layouts for the career and technical education spaces per the Ed Specs.
- Review and advise regarding the finalization of the Ed Specs and space programming for the project, including exterior requirements.
- Provide critical adjacency and space configuration diagrams for the career and technical education spaces per the Ed Specs.
- Provide a minimum of three (3) design concepts/pre-design layouts for consideration and approval by the DAS, OSCGR and CTECS that utilizes the open space on the site for new construction and places the new building at the location of the existing building and proposed phasing.

The Architect shall provide electronic copies and two (2) hard copies of each pre-design conceptual design and conceptual/pre-design narrative reports with proposed phasing to DAS within sixty (60) calendar days after receipt of written notice to proceed.

For the services provided, the Architect shall be compensated for said services in the amount of **Fifty Thousand Dollars (\$50,000.00)**.

### B. Property/Boundary Land Survey and Evaluation/Topographic and Wetlands Survey and Evaluation

The Architect shall provide land survey, topographic and wetlands survey services. The Architect is authorized to engage the services of Martinez Couch & Associates, LLC (MCA), 1084 Cromwell Avenue, Suite A2, Rocky Hill, CT 06067 for the services set forth in this subsection.

The Boundary and Topographic Survey services will include, but are not limited to:

- Provide an updated Boundary and Topographic Survey.
- Conduct a field survey of the site to gather new site features and site improvement made since the completion of MCA's previous survey in 2016.
- Locate new features and improvements and update the existing survey accordingly.

- Complete additional topographic survey on Palisade Avenue for the length of the road frontage of the existing property.
- Collect and document all topographic features along Palisade Avenue for the entire length of the frontage to the curb on the opposite side of the streets.
- Depict Utilities on the mapping by surface evidence complimented with existing and available mapping provided by utility companies.
- Engage the services of a Certified Soil Scientist to investigate and flag boundaries of regulated inland wetlands.
- The Soil Scientist will prepare and provide an on-site Soils Wetland Delineation Report and Wetlands Assessment that provides wetland functions and values evaluation.
- Locate the flagged wetlands and incorporate into the base map.
- Provide A2 T2 Survey.
- Provide a legal description of the property (metes and bounds).
- Determine and provide any monumentation that is needed.
- Identify location and top of hole elevations for borings.

The Architect shall provide electronic copies and two (2) hard copies of A2 T2 Survey, legal description, Soils Wetland Delineation Report and Wetlands Assessment Report to DAS, OSCGR and CTECS within Ninety (90) calendar days after receipt of written notice to proceed.

The above survey(s) and its (their) accompanying documentation shall be provided in accordance with the State of Connecticut Regulations of the Department of Consumer Protection, Articles I and II, Sections 20-300b-1 to 20-300b-20, inclusive, and the “Standards for Surveys and Maps in the State of Connecticut” adopted by the Connecticut Association of Land Surveyors, Inc. on September 26, 1996, and shall be certified to the State.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated for said services in the amount of **Fifteen Thousand Four Hundred Dollars (\$15,400.00)**.

### C. Geotechnical Services

The Architect shall provide the following geotechnical services. The Architect is authorized to engage the services of Langan Engineering and Environmental Services, Inc., 555 Long Wharf Drive, New Haven, CT 06511 for the services set forth in this subsection.

Geotechnical Services include, but are not limited to:

- Review preliminary geotechnical report prepared by GeoDesign, Inc. dated January 15, 2018;
- Review ASTM Phase 1 Environmental Site Assessment report prepared by Weston & Sampson, Inc. dated August 2017;
- Review memorandum titled “Review of Soil Scientist Report for Bullard- Havens Technical High School” prepared by GZA GeoEnvironmental, Inc. dated January 8, 2018;
- Review “Wetlands and Watercourse Delineation” prepared by Diversified Technology Consultants, Inc. dated November 20, 2017;
- Provide supplemental subsurface exploration to confirm the findings from the preliminary subsurface exploration program and provide geotechnical recommendations.
- Review available geotechnical conditions and wetlands reports prepared for the project site.
- Notify DAS if soil conditions are different from what had been reported on in the available documentation provided.

- Perform five (5) geotechnical soil borings to explore the subsurface conditions and determine if groundwater exists, as well as test pits that will include soil infiltration testing for storm water and field design.
- The borings will be advanced to depths of about 10 to 30 feet below the existing site grade, or until refusal, whichever is shallower.
- Standard Penetration Tests (SPT) will be collected continuously to 12 feet and at five-foot intervals to the termination depth of the soil borings.
- Observe groundwater levels during drilling operations and record on the boring logs.
- Backfill borings with soil cuttings and patch ground surface with cold patch asphalt in paved areas or topsoil, seed and hay in landscape areas.
- Identify and test collected soil samples.
- Perform laboratory testing on representative soil samples to verify soil descriptions and determine mechanical and physical properties of the soil.
- Call Call-Before-You-Dig (CYBD) to mark utilities in the vicinity of the exploration locations.
- Prepare a written engineering report that presents findings and recommendations.
- The engineering report will include the following, but not limited to:
  - A summary of the review of available information.
  - Observations from the site exploration, including current site conditions, surface drainage features and surface topographic conditions.
  - A subsurface characterization and a description of the field exploration and laboratory test performed; groundwater elevations, if encountered, will be summarized.
  - Provide Basic Seismic Site Class recommendations based on observations at the boring locations and the understanding of the regional subsurface conditions.
  - Recommend foundation types including maximum net allowable soil and rock bearing pressures (as applicable), bearing elevations, minimum foundations dimensions, minimum foundation embedment depths, and estimates of total and differential settlements.
  - Recommend slab construction, subgrade improvements, modulus of subgrade reaction and general under slab reaction and drainage as necessary.
  - Recommend the management of groundwater during construction and permanent groundwater control systems as necessary.
  - Recommend excavation and rock removal as necessary.
  - Provide recommendations for lateral earth pressure coefficients (active, passive and at rest), soil unit weight, and coefficient of soil friction.
  - Recommend retaining walls and below grade walls.
  - Recommend the suitability to reuse on-site materials as engineered fill to support grade, slabs, and pavement. Provide compaction requirements and suitable material guidelines.
  - Recommend pavement design and construction.
  - Recommend soil erosion and sedimentation control measures, including slope stability during and after construction.
  - Provide exploration logs, records of field explorations and exploration location plan.
  - Recommend additional subsurface explorations if warranted.
- Provide periodic consultation with the DAS project manager during the design phase of the subject project.
- Evaluate the geotechnical engineering related portion of the project bids.
- 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 inspect and report on issues relating to the foundation and earthwork aspects of the project construction, including nonconformances, as

well as required input/responses to request for information, review submittals, including attendance at project meetings when required.

The geotechnical consultant shall provide electronic copies of the report to the Architect, DAS, OSCGR and CTECS within sixty (60) calendar days after receipt of written notice to proceed.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated for said services in the amount of **Sixty Thousand Four Hundred Forty-five Dollars (\$60,445.00)**.

#### **D. Special Inspection Services**

The Architect is authorized to engage the services of Michael Horton Associates, Inc., 151 Meadow Street, Branford, CT 06405 to provide special inspection/testing services as required by the Connecticut Building Code and in accordance with the Statement of Special Inspections.

Overall duties of Special Inspector include, but are not limited to:

- Document method of correction for any deficiencies noted.
- Maintain records of all inspections related to the duties of the Special Inspector.
- Submit monthly reports to the Department of Administrative Services that indicate the progress of construction and provide an overview of inspections to date, including a list of all outstanding discrepancies. Notwithstanding the requirement for these monthly reports, promptly notify DAS of all discrepancies with the contract documents and shop drawings so that corrective action can be taken to minimize impacts on the progress of construction.
- Review material submittals, mill certificates, and testing lab reports related to structural steel, concrete, earthwork, and cold formed steel framing.
- Verify that the tasks to be performed by the testing lab and geo-technical engineer were in fact performed.
- Review and evaluate the inspection reports and test reports prepared by the testing lab and geo-technical engineer responsible for those respective tasks as set forth in the Schedule of Special Inspections.
- Examine subgrade foundations as required to evaluate need for geotechnical review.
- Review reinforcement steel placement in new concrete footings, piers, walls, slabs on grade and elevated slabs for conformance to contract documents and approved shop drawings.
- Visually inspect structural steel framing and details including bolted and welded connections for conformance with contract documents and approved shop drawings.
- Review installation of cold formed structural metal framing for conformance to design documents and approved shop drawings.
- Prepare and submit reports for each inspection to the Department of Administrative Services, Construction Administrator, Architect, and General Contractor within 24 hours of said inspection.
- Conduct pre-construction meetings with the General Contractor, various sub-contractors, testing laboratory, and Construction Administrator to review the requirements of special inspections.

- Submit a Final Report of Special Inspections for review by DAS and submission to the Office of the State Building Inspector.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated for said services in the amount of **Eight Thousand Eight Hundred Dollars (\$8,800.00)**.

#### **E. Acoustical Engineering Consultant**

The Architect shall provide following Acoustical Engineering Consultant Services. The Architect is authorized to engage the services of Brooks Acoustics Corporation, 35 Talcottville Road, Suite 31, Vernon, CT 06066 for the services set forth in this subsection.

Acoustical Engineering Services include, but are not limited to:

- Provide wall and floor/ceiling assembly noise isolation analysis to assist in the development of school space program and the proposed construction methods and material for adequate noise isolation between interior instructional spaces per OSCGR requirements.
- Provide mechanical system noise analysis to determine the emitted noise levels from proposed heating, ventilating, and air conditioning equipment in critical spaces, including but limited to, classrooms, media center, gymnasium/assembly, and cafeteria.
- Determine adequacy of HVAC systems with regards to room noise criteria and develop noise reduction solutions as needed per OSCGR requirements.
- Determine exterior mechanical equipment noise and sound levels at the property line as necessary.
- Provide classroom and media center/library space acoustics reverberation analysis and develop proposed finishes that meet the speech intelligibility requirements, as applied in core learning spaces per OSCGR requirements.
- Provide special function space acoustical analysis to determine the acoustical quality regarding functional needs for low noise, reverberation and sound isolation including the gymnasium and cafeteria.
- Provide computer aided design models for the gymnasium, multi-purpose room and cafeteria spaces to develop room finish geometries and finish surface options to support the function of these spaces.
- Provide acoustical noise level, partition sound isolation and reverberation calculations, materials and installation design drawings and specifications as needed per OSCGR requirements.
- Review design documents of other design disciplines to verify the inclusion and proper representation of acoustical recommendations.

Develop designs that meet school instructional standards for high performance buildings and sports facility standards for best design practices. The criteria used to develop proposed construction methods and materials are guided by “American National Standards Acoustical Performance Criteria, Design Requirements and Guidelines for Schools” ANSI S12.60-2010 Part 1: “Permanent Schools”. Use ANSI S12.60-2019 Part 4: “Acoustic Standards for Physical Education Teaching Environments” and ANSI S12.2-2019 “American National Standard Acoustical Criteria for Evaluating Room Noise” for best design practices.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated for said services in the amount of **Twenty-one Thousand Nine Hundred Forty-five Dollars (\$21,945.00)**.



## F. Civil Engineering Supplemental Services:

The Architect shall provide following Civil Engineering Supplemental Services. The Architect is authorized to engage the services of Langan Engineering and Environmental Services, Inc., 555 Long Wharf Drive, New Haven, CT 06511 for the services set forth in this subsection.

Civil Engineering Supplemental Services include, but are not limited to:

- Review and complete all necessary Site Regulatory permit applications.
- Conduct an independent peer review by an outside consultant and initiate the permitting process during the construction document phase for the CTDEEP General Permit for Stormwater and Dewatering Wastewaters from Construction Activities.
- Provide Connecticut Department of Transportation (CTDOT) Office of the State Traffic Administration (OSTA) required permitting and OSTA Administrative Decision (AD) submission that includes, but is not limited to:
  - Preparation of AD Request applications and checklist and submit required materials.
  - Preparation of a letter to OSTA describing the project and its associated trip generation.
  - Preparation of an overall site plan showing OSTA certifiable area.
- Conduct a full traffic study, collecting counts of adjacent intersections. Prepare a traffic study report detailing findings and counts.
- Determine if mitigation or traffic safety measures are required on the State highway system that would require a formal OSTA MTG certification.
- Prepare the CTDEEP Vehicle Maintenance Wastewater permit as required for floor washdown from vehicles and washing of vehicles exteriors.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated for said services in a not to exceed amount of **Forty-eight Thousand Four Hundred Dollars (\$48,400.00)**.

## G. Electronic/Audio Visual Services

The Architect shall provide following Electronic/Audio Visual Consultant Services. The Architect is authorized to engage the services of Brooks Acoustics Corporation, 35 Talcottville Road, Suite 31, Vernon, CT 06066 for the services set forth in this subsection.

Electronic/Audio Visual Services include, but are not limited to:

Provide Audio-visual design for the Digital Media Suite and the Multi-Purpose Room.

- Design a 3,500 square foot Digital Media Center that is comprised of a Central Video Studio, Media Production Space, and Small Studio for individual recordings. Provide services, including but not limited to:
  - Complete the Graphics Program in Phase 1 and complete the full fit out of the video production studio in Phase 2.
  - Analyze audio visual needs and related equipment requirements.
  - Outline preliminary installation and integration requirements.
  - Develop system design where required, including space and equipment layouts and signal flow diagrams and integration with any existing systems.
  - Confirm financial models related to all proposed enhancements.

- Provide formal bid packages, including vendor qualifications, submission, minimum performance levels, project scheduling, warranty, and a comprehensive Technical Specification.
  - Define scope of work, including points of demarcation for each project category as defined by the final product specifications and existing infrastructure.
  - Organize relevant vendor presentations for product demonstration.
  - Review all proposals and provide comparative financial analysis and performance analysis with recommendations for DAS review.
  - Manage all post-proposals interviews and issue all required bid clarifications, addendums, and revisions.
  - Provide final recommendations to DAS, OSCGR and CTECS on best and final bids.
  - Negotiate final pricing, payment, and legal terms, subject to DAS, OSCGR and CTECS final approval.
  - Maintain ongoing project accounting versus budget allocation during the construction phase.
  - Provide project reports and recommendations during the construction phase.
  - Review and manage all submittals and final engineering reviews by vendors.
  - Negotiate and manage additions, deletion, and related change orders.
  - Oversee final systems integration, testing, and acceptance.
  - Submit deficiency lists, prepare, and manage punch list.
  - Confirm fully operational system.
  - Review bids from qualified contactors and advise.
  - Review submittals.
  - Review and respond to contractors Requests for Information.
  - Review and provide comments on contractor change orders.
  - Provide on-site visits during construction and at substantial completion and provide reports documenting visits, progression of work and deficiencies.
  - Commission the audio and video systems including testing measurements and optimization.
  - Prepare punch list.
- Design and coordination services for Sound Reinforcement system and Video Projection system for the Multi-Purpose Room:
    - Review and confirm CTECS functional requirements for audio and video projection systems.
    - Provide preliminary design of systems based on CTECS requirements.
    - Submit a Program of AV System Requirements with preliminary estimate of probable installed costs for review and approval by DAS and CTECS.
    - Designs AV systems based on approved program.
    - Provide Revit AV model with equipment layouts suitable for other disciplines to link their own models for coordination including space requirements and MEP calculations.
    - Submit design development level drawings for review and coordination.
    - Finalize systems design based on design development review comments.
    - Submit construction documents including “EA” series drawings detailing empty containment (conduit, junction boxes, etc.) for inclusion in Division 26.
    - Prepare specifications for Division 26.
    - Prepare “AV” series drawings that include systems provided in Division 27 by a specialty AV Contractor, include, but not limited to blocking diagrams, rack elevations, plate and panel layouts.
    - Prepare specifications for Division 27.
    - Review bids from qualified contactors and advise.

- Review submittals.
- Review and respond to contractors Requests for Information.
- Review and provide comments on contractor change orders.
- Provide on-site visits during construction and at substantial completion and provide reports documenting visits, progression of work and deficiencies.
- Commission the audio and video systems including testing measurements and optimization.
- Prepare punch list.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated for said services in the amount of **Forty-one Thousand Six Hundred Thirty-five Dollars (\$41,635.00)**.

## **H. Hazardous Materials and Environmental Consultant Services**

The Architect shall provide following Hazardous Materials and Environmental Consultant Services. The Architect is authorized to engage the services of Eagle Environmental, Inc., 8 South Main Street, Suite 3, Terryville, CT 06786 for the services set forth in this subsection.

1. Inspections Services will include, but not limited to:

- Asbestos Containing Materials (ACM)
  - Review existing inspection reports and past abatement records prior to inspecting buildings.
  - Review AHERA reports regarding past asbestos related activities.
  - Perform confirmatory sampling on certain materials that have been determined to be non-ACM in previous inspections as necessary.
  - Conduct a semi destructive NESHAP pre-demolition inspection of suspect ACM in the building that will be impacted by proposed demolition.
  - Locate and sample suspect materials identified within and on the structure.
  - Inspect all interior spaces of each building, exterior facades, roofs and other structure such as tunnels and connectors.
  - Procure the services of a professional roofing company to preform test cuts in the roofs and patch roofs.
  - Estimate quantities of ACM and develop abatement cost estimates.
  - Perform all ACM inspections by a State of Connecticut licensed asbestos inspector(s).
  - Collect ACM samples of suspect bulk materials for analysis by Polarized Light Microscopy (PLM) using EPA approved protocol in accordance with accreditation of the National Institute of Standards and Technology (NIST).
  - Perform sampling in accordance with USEPA requirements for asbestos identifications.
  - Collect as least Four Hundred Fifty (450) asbestos bulk samples.
  - Samples of the suspect ACM will be sent to EMSL Analytical, for analyses.
  - Systematically analyze each set of samples until one sample in the set is determined to contain asbestos.
  - Provide twenty-five (25) samples for analysis for Non-friable ACM.
  - Provide twelve (12) samples for analysis for Friable ACM.
- Lead-Based Paint:
  - Conduct a lead-based paint (LBP) screening using an X-Ray Florescent analyzer.
  - Perform calculations for lead waste characterization sampling based on the contribution of leaded materials into the waste stream.

- Analyze the lead waste streams by the Toxicity Characteristics Leachate Procedure (TCLP) method.
- Identify any lead-based painted materials that may require special disposal.
- Provide five (5) samples for analysis by TCLP lead.
- PCB/DEHP Containing Light Ballasts:
  - Conduct a visual inspection for the presence of lighting ballasts.
  - Evaluate and determine if florescent light ballasts contain PCB or DEHP.
  - Record locations and estimate quantities of light ballasts in the interior and exterior of all buildings.
- PCB Containing Equipment and “Source” Materials
  - Inventory and prepare a written list of each “source” materials in all buildings that could potentially contain PCBs.
  - Review the list with the Project Team to determine course of action for each of the material on the list.
  - Collect five (5) samples for disposal characterization.
- Mercury Vapor Lamps
  - Conduct visual inspections for the presence of Mercury containing lamps associated in all buildings.
  - Provide location, size, and estimated quantity of fluorescent lamps throughout the interior and exterior of all buildings.
- Mercury Containing Thermostatic Controls
  - Conduct a visual inspection for the presence of Mercury containing thermostatic controls with all buildings.
  - Inventory the location and quantity of each thermostatic control.
- Chlorofluorocarbons
  - Conduct a visual inspection for the presence of compressors containing Chlorofluorocarbons.
  - Inspect all coolers, freezers and Heating, Ventilation and Air Conditioning equipment that may contain Freon gas as a cooling agent.
  - Provide a written inventory list of equipment that contains compressors with Freon gas.
- Pre-Demolition Inspection Report
  - Develop a pre-demolition hazardous building materials inspection report for all buildings.
  - Provide a final report that will include, but not limited to, an inventory of the identified hazardous building materials including the quantity and location of each type of material.
  - Provide cost estimates for abatement and consulting necessary to support the demolition of all buildings.
  - Provide single line floor plans that will depict the layout of the buildings and roofs that identify sample locations, all sample logs, laboratory chair of custodies, accreditation, and licenses.

2. Abatement Design Services will include, but not limited to:

- Alternate Work Practice Submittal
  - Apply for an Alternate Work Practice (AWP) to the State of Connecticut Department of Public Health to request site specific variances from Asbestos Abatement Standards as necessary.
- Abatement Design
  - Develop hazardous materials abatement drawings and specifications.
  - Technical specifications will include, but not limited to the following Division 1 Sections:

- Hazardous Materials General Conditions.
    - Scheduling and Phasing.
    - Unit Prices.
    - Hazardous Material Contract Closeout.
  - Technical specifications will include, but not limited to the following Division 2 Sections:
    - Selective Demolition for Hazardous Materials Abatement.
    - Asbestos Abatement.
    - Universal Waste Materials Reclamation.
    - Lead-Based Paint Awareness.
    - Polychlorinated Biphenyls (PCB) Waste Removal.
    - Underground Structure and Contaminated Soils Remediation Specifications.
  - Prepare Environmental checklists required by the OSGC and attend OSCGR Pre-bid Conformance Review (PCR) meeting.
  - Attend pre-bid meetings with contractors.
  - Review all bids and contractor qualifications and make recommendations.
  - Participate in scope review meetings with apparent low bidders(s).
3. Abatement Monitoring and Construction Administration services include, but not limited to:
- Serve as the Owner's representative during the abatement of hazardous building materials.
  - Attend Pre-construction meetings and owners' meetings as necessary.
  - Review submittals.
  - Review abatement contractor's schedule.
  - Review Asbestos Contractor's 10-Day Notice of Asbestos Abatement.
  - Review Asbestos Contractor's supervisor and worker training certificates, Connecticut licenses, medical clearance letters and respiratory fit-test records.
  - Daily air monitoring and on-site analysis of Phase Contrast Microscopy (PCM) samples.
  - Daily visual inspections.
  - Analyze asbestos final clearance samples by PCM or by Transmission Electron Microscopy (TEM) depending upon the quantity of ACM being removed.
  - Complete daily logs, containment check lists and other pertinent paperwork.
  - Perform final visual inspections.
  - Perform re-occupancy air monitoring.
  - Monitor the performance of the contractor to ensure compliance with applicable regulations and technical specifications.
  - Perform daily monitoring during PCB Bulk Product Waste removal and demolition.
  - Daily monitoring of PCB demolition will consist of, but not limited to:
    - Inspect the contractor's dust control equipment to ensure proper operation.
    - Inspect the work area fencing and signage to ensure proper containment.
    - Assess wind direction and overall weather conditions on a daily basis that may affect the work.
    - Assist and evaluate the placement of misting stations.
    - Perform visual monitoring of demolition activities and document the presence or absence of visible dust.
    - Maintain a log of waste shipments that leave the Site.
    - Perform final visual inspection at the completion of the work to ensure cleanliness of the site conforms to the specifications.
  - Perform Daily air monitoring to document the presence or absence of PCB's in fugitive dust during demolition services.

- Perform PCB Clearance Sampling and Analysis as necessary, that include visual inspections and sampling as required.
- Monitor the removal and disposal of hazardous lead waste generated during all building demolition.
- Monitor the performance of the contractor as it pertains to compliance with the Contract Documents and assist the Construction Manager with abatement and remediation projects, including the review of abatement/remediation contractor applications for payment and requests for change orders.
- At the completion of the project and upon receipt of closeout documents from the contractor prepare and submit one hard copy and one electronic copy of a “Documentation Record” report of the asbestos abatement program.
- Prepare and submit one hard copy and one electronic copy of a final report summarizing the removal of PCB Bulk Product Waste for all buildings.

4. Phase I Environmental Site Assessment (ESA) Update services include, but not limited to:

- Review available files pertaining to historical Site use and regulatory issues from various sources including, but not limited to:
  - State and federal environmental files and databases.
  - Obtain a standard, commercially available Phase I ESA database search report to obtain information about documented releases at the site and surrounding areas.
  - Local records and plans, including Fire Department underground storage tank records.
  - Previous environmental reports.
  - Sanborn Fire Insurance maps and municipal directories.
  - Aerial photographs.
  - Local topographic, surficial and bedrock geologic and hydrologic maps.
  - Interview individuals with knowledge about site operations.
- Perform a visual site walk and areas reconnaissance of surrounding properties.
- Document evidence of recognized environmental conditions (REC) such as releases of OHM, dumped solid and/or hazardous waste, and stressed vegetation.
- Evaluate potential impacts to the site identified in the records review and provide photo documentation of site conditions.
- Provide a User Questionnaire and Environmental Questionnaire to be completed by the owner.
- Prepare a Phase I ESA Report for the site that summarizes the information collected above, including, but not limited to:
  - Site land use history.
  - Environmental setting information.
  - Site visit observations.
  - RECs identified during the site investigation.
  - Pertinent documentation and photographs, and figures.
  - Pertinent recommendations for additional investigation.

5. Phase II Environmental Site Investigation services include, but not limited to:

- Perform Phase II environmental site investigation (ESI) based on the results of the Phase I environmental site assessment (ESA) prepared by Weston & Sampson Inc. dated August 2017.
- Retain the services of a Connecticut licensed drilling and analytical laboratory service for REC identified by Weston & Sampson’s Phase I ESA for the following areas:
  - Automotive Repair and Autobody Shops operations in the “A” Wing of Building B and in the northern portion of Building C.
  - The boiler room in the “B” wing of Building B.
  - The above ground storage tanks (AST) associated with the automotive garage and emergency generator and two empty 275 gallon AST near the plumbing shop.

- Two additional RECs at the location of former photo processing operations and an approximately 50-gallon waste oil release identified in the regulatory database.
- Collect soil samples and field screen soil samples for the presence of total volatile organic compounds.
- Soil and groundwater samples will be submitted to a Connecticut certified laboratory for analysis.
- Provide fourteen (14) soil borings at the Automotive Repair and Autobody Shops to evaluate the potential for historical operations that have resulted in a release to soil.
- Perform one (1) soil boring to the water table in the hydraulically downgradient direction from the noted residual petroleum impact area and install one monitoring well and sample will be taken in the Building B Boiler room. Analyze the ground water sample.
- Collect eight (8) shallow soil samples near each of the AST and analyze samples.
- Collect four (4) shallow soil samples at the referenced REC locations and analyze samples.
- Collect six (6) shallow soil samples from the top six inches of soil in the athletic fields are to evaluate for potential of residual pesticides and analyze soil samples.
- Install three (3) monitoring wells on site and provide sampling analysis.
- Calculate ground water elevations at each well location to determine in ground water flow.
- Retain the services of a subcontractor to perform ground penetrating radar survey to identify the location of underground structures and utilities as well as confirm the presence or absence of former underground lifts in the automobile repair shop and confirm soil boring locations are clear of underground utility conflicts.
- Prepare a Phase II Investigation report which will include but not limited to:
  - Present an initial conceptual site model based on the results of Phase I investigation.
  - Present a methodology used in the investigation.
  - Summarize the investigation observations and results, including appropriate figures and table. Provide test boring logs and analytical laboratory reports.
  - Summarize results and compare to pertinent regulatory criteria.
  - Present findings to release determinations and evaluated areas of concern and if necessary, recommend additional investigation.

#### 6. Remediation and Soil Management Planning

- Perform a complete site investigation.
- Develop a Remedial Action Plan (RAP) to describe specific scope of work proposed for each remediation area.
- Prepare drawings and specifications as part of the RAP to identify required remediation areas.
- Prepare a Soil Management Plan (SMP) for the remediation program at the site.
- Establish pertinent criteria for to classify excavated soil.
- Establish guidance for handling and disposing of various classes of soils.
- Provide oversight of soil management activities, including approval of proposed disposal facilities.

#### 7. Soil Remediation Program Oversight and Reporting

- Provide field monitoring of soil excavation and perform confirmatory sampling of completed excavations.
- Provide remediation program oversight and assist in the coordination and monitory or remediation and soil management activities.
- Provide field oversight for removal of two underground hydraulic lifts and interior oil/water separator unit within the automotive repair shop and any impacted soils associated with this equipment or the parts washing unit.
- Obtain twenty-five (25) soil samples in the location of the underground hydraulic lifts and oil/water separator unit and analyze samples.

- Provide field oversight to address the residual petroleum hydrocarbons in the soil beneath the boiler room.
- Obtain seven (7) soil samples beneath the boiler room and analyze samples.
- Provide field oversight to over see the mitigation of potential impacted soils associated with the ASTs and emergency generator near the plumbing shop, the former photo processing area and historical waste oil spill area.
- Obtain twelve (12) soil samples at the ASTs, emergency generator at the plumbing shop, the former photo processing area and historical waste oil spill area.
- Monitor the contractors soil management activities and collection of waste characterization soil samples to facilitate off-site soil disposal.
- Obtain an additional four (4) soil samples for analysis.
- At the conclusion of the remediation program prepare a Remedial Action Report that summarizes activities and analytical testing data for areas where remediation is required and document that remediation activities have been satisfactorily completed.
- The RAR report will include, but not limited to:
  - Analytical testing reports.
  - Excavation and disposal documentation and figures.
  - Provide an evaluation of the Site's compliance status to the Connecticut Remediation Standards Regulations (RSR).
  - Provide description of any post-remediation tasks to achieve full RSR compliance.
  - Identify areas where additional investigation and/or remediation may be necessary.
- Provide four (4) rounds of quarterly post-remediation ground water monitoring.
- Provide two (2) additional ground watering monitoring wells to supplement the tree monitoring wells installed as part of the Phase II investigations.
- Obtain six (6) groundwater samples provide analyses at each round or ground water monitoring.
- Prepare a report that summarizes groundwater analysis that includes, but not limited to the following information:
  - Pertinent analytical summary table.
  - Figures showing sampling locations and laboratory analytical reports.
  - Provide guidance on groundwater compliance status with regards to the RSRs.
  - Include recommendations to discontinue monitoring or to extend the monitoring period.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated for said services in the amount of **Two Hundred Fourteen Thousand Twenty-seven Dollars (\$214,027.00)**.

## **I. Kitchen/Food Service Design Consultant**

The Architect shall provide following Kitchen/Food Service Design Consultant Services. The Architect is authorized to engage the services of Crabtree McGrath Associates, Inc., 161 West Main Street, Georgetown, MA 01833 for the services set forth in this subsection.

Kitchen/Food Service services include, but not limited to the following:

- Design a kitchen facility and server for a 936-student population.
- Design a Culinary Arts teaching lab that includes, teaching beginner skills, advance culinary, restaurant operations and baking skills lab.
- Attend all design conferences to develop the requirements of the foodservice facilities.
- Provide space allocations for each functional component of the foodservice system.
- Provide 1/8" scale equipment plans at the schematic design phase.



- Provide recommended list of equipment.
- Provide equipment budget estimate for each phase of design.
- Evaluate each phase of design to integrate foodservice requirements with related architectural, mechanical and electrical aspects of the work.
- Develop and refine schematic design drawings into 1/4" scale plans using AutoCAD and Revit at the design development phase.
- Prepare electronic copies of the foodservice equipment cut sheet books that include, but not limited to:
  - Equipment schedule listing electrical, plumbing, gas and ventilation requirements.
  - Engineering information documentation.
  - Notated individual cuts sheets of each piece of equipment.
- Develop and refine design development drawings into 1/4" scale plans at the construction document design phase.
- Prepare construction documents plans that include, but not limited to:
  - Equipment layout.
  - Equipment schedule with complete connection data.
  - Equipment stub-in plan with related connection details.
  - Details, sections, and notes as necessary to adequately illustrate the intent of the design requirements for each piece of equipment.
- Prepare specifications for foodservice equipment.
- Review and update the equipment budget based on the completed construction documents.
- Prepare Board of Health documents for license application and plan review forms.
- Review foodservice bid documents and prepare bid addenda.
- Evaluate bid proposal for food service equipment and provide recommendations for award.
- Review foodservice equipment submittals, cut sheets, and fabrication shop drawings.
- Perform field inspections of foodservice equipment installation.
- Prepare a final punch list.
- Attend and demonstrate start up of all food series equipment, explain systems and operations.
- Review and approve warranty and maintenance manuals.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated for said services in the amount of **Seventy-three Thousand Four Hundred Eighty Dollars (\$73,480.00)**.

#### **J. Security Design and Telecommunications/Data Design Consultant**

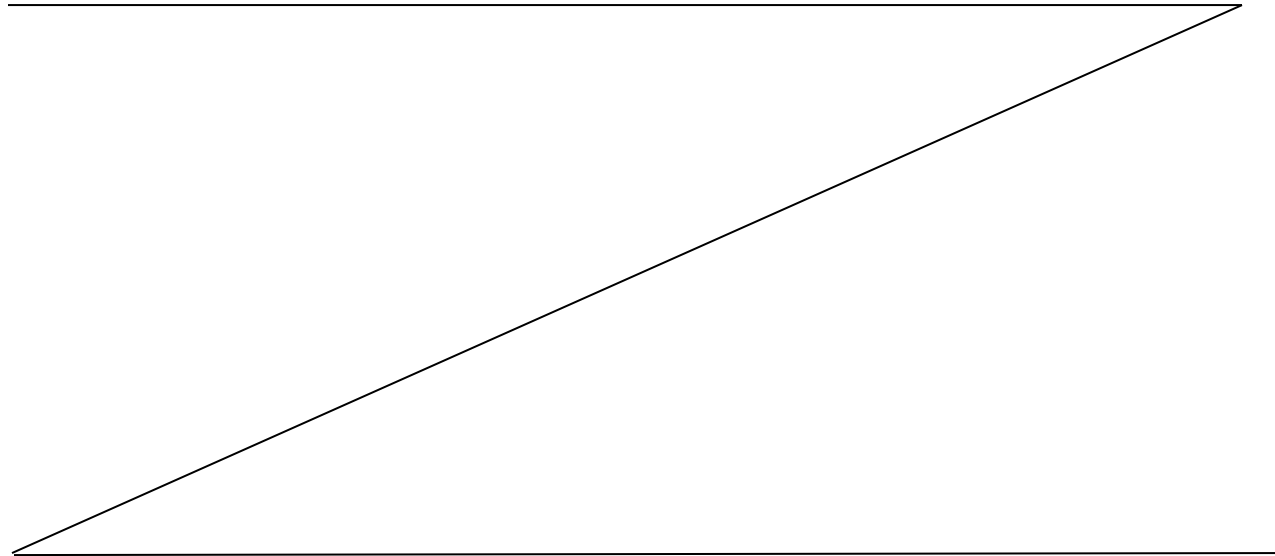
The Architect shall provide following Security Design and Telecommunications/Data Design Consultant services. The Architect is authorized to engage the services of Consulting Engineering Services, Inc., 811 Middle Street, Middletown, CT 06457 for the services set forth in this subsection.

Security Design and Telecommunications/Data Design Consultant services include, but not limited to:

- Provide layout and design of the Main MDF room and satellite IDF rooms, include grounding systems, cable trays racks and punch down blocks.
- Provide specifications for data two and four post data racks.
- Provide layout and design and specify wired and wireless data jacks and associated pathways and wiring from each data drop to the punch down blocks in the IT closets.
- Provide layout and design and specify for analog fax lines for fax machines, elevator, fire alarm system and building management systems (BMS).

- Provide layout and design and specify conduit from MDF room to service pole, identify services entering the building.
- Provide layout and design and specify the wired VOIP phone system, specify jacks and wiring from the telephone jack back to the punch down blocks.
- Provide, layout, design and specify the Public Address/Paging and GPS wireless clock systems, include panic buttons and interface with first responder's alerts and security systems.
- Provide layout and design Patch Cords and appurtenances.
- Provide layout and design and specify infrastructure for campus provided emergency Blue Light Phones as required.
- Provide layout and design an internet-based security system.
- Provide layout and design for intrusion detection including door contacts, glass break sensors, motion sensors and keypads in the security system.
- Provide layout and design access control including card readers, access cards and/or fobs, request to exit sensors, door buzzers.
- Provide layout and design for Closed-circuit Television (CCTV) surveillance system including, but not limited to:
  - Cameras
  - Servers
  - UPS and multiple video monitors.
  - Dedicated punch down blocks in IDF/MDF rooms.
- Provide layout and design for intrusion detection, video surveillance and access control systems, specify one integrated seamless system.
- Provide design, drawings and specifications that is in accordance with DAS standards.
- Review submittals and attend meetings as necessary.
- Perform inspections of installed work during construction.
- Prepare a punch list.
- Review Operation Manuals, warranties and close out documentation.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated for said services in the amount of **Forty-nine Thousand Five Hundred Dollars (\$49,500.00)**.



**ATTACHMENT 1**  
(12 pages)

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

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

**I. GENERAL**

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

**II. ARCHITECT'S SERVICES**

- A. The Architect agrees to prepare and furnish documents as set forth in Article VI.
- B. The Architect agrees to become familiar with and follow the Department of Administrative Services (DAS) provisions set forth in the "CONNECTICUT DEPARTMENT OF ADMINISTRATIVE SERVICES CONSULTANTS PROCEDURE MANUAL," which may be amended and/or supplemented current with the date of this contract. These guidelines and provisions are incorporated herein by reference and shall be as binding upon the parties to this contract as though fully set forth herein.
- C. The Architect shall consult with the DAS Project Manager to ascertain requirements of the project and consult with proper State authorities and be informed as to specific institutional conditions that might affect the 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 services provided under this contract shall be in accordance with the standards and practices of the 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, unmatured, contingent, known or unknown, at law or in equity, in any forum."

#### G. ANTITRUST PROVISION.

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

### III. INSURANCE

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

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

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

- B. Commercial General Liability: \$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 \$5,000,000.00 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 \$5,000,000.00 each occurrence and per aggregate. The insurance shall remain in effect during the entire duration of the contract and for eight years after substantial completion of the project. For policies written on a "Claims Made" basis, the Architect agrees to maintain a retroactive date prior to or equal to the effective date of the contract. The Architect shall contractually require any structural engineering firm it hires to maintain professional liability insurance in the same amount and with the same provisions indicated above. The Architect's policy shall provide that it shall indemnify and save harmless the State and its officers, agents and employees from claims, suits, actions, damages and costs of every name and description resulting from negligence and errors and omissions in the work performed by the Architect under the terms of the contract.

Each of the policies for such kinds of insurance mentioned above shall be issued by an insurance company or companies satisfactory to the DAS. The Architect agrees that coverages will not be changed, canceled, or non-renewed until at least sixty (60) calendar days' prior written notice has been given to the DAS. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance. Such insurance policies shall name the State as

an additional insured, except that the State shall not be named as an additional insured with respect to the coverage for the statutory workers' compensation, automobile liability, and employer's liability insurance and to the coverage for professional liability insurance. Certificates of insurance showing such coverages as required in this article shall be filed with the DAS prior to the time this contract is executed on behalf of the State.

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

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

#### **V. SPECIAL SERVICES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### C. Contract Documents Phase

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

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

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

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

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

#### D. Bidding Process

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

### VII. ARCHITECT'S DUTIES DURING CONSTRUCTION

- A. If the Architect's services during construction are requested as set forth in Subparagraph 2E of this contract, the Architect shall, as part of the services to be rendered for his established fee, include as much of his professional services and the services of his consultants as the State deems necessary for the well-being of the project and efficient prosecution of the construction work. The Architect shall not, however, be required to undertake continuous on-site observation of the work. If the Architect fails to perform such duties in a conscientious and reasonable manner, the State may exercise its right to terminate this contract as hereinafter provided in Article VIII.
- B. Additionally, it is understood and agreed to by the Architect and the State that, should the Architect's services during construction be requested, such services shall include, but not be limited to, the following:
  1. observe the progress of construction in order to determine whether there appear to be any defects or deficiencies in the construction work or deviations from the drawings and specifications, including

variations from the materials specified and the methods of construction authorized. The Architect shall not be required to guarantee the performance of the general contractor or his subcontractors;

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

2. attend job meetings as required, at which the Architect shall, on the basis of his visitations to the site and observations thereon, report on the progress of the work and make recommendations concerning the same; participate in monthly meetings with the general contractor to obtain information necessary to be able to update the as-built drawings.
  3. submit to the Department of Administrative Services, on the fifteenth and last days of each month, in such form as directed by the State, observation-based reports regarding the progress of the work;
  4. examine submittals and furnish recommendations to the State concerning material and equipment, and review and report on the general contractor's proposals in connection with changes in the construction contract. These services are to be performed within five (5) calendar days of receipt of such proposals so as not to delay the work;
  5. review and return partial payment requisitions submitted by the general contractor within three (3) working days of the receipt of such submittals;
  6. review and comment on shop drawings submitted to him for review. This service is to be performed within ten (10) working days of the receipt of such submittals unless the Department of Administrative Services, assents to written notification of why this cannot be accomplished;
  7. within thirty (30) calendar days after receipt, record on the original final tracings and CAD disks returned to him after the construction contract award all changes made during the period of construction as furnished and recorded by the general contractor, and, at his expense, provide updated CAD disks to the State which reflect such changes. The CAD disks shall become the property of the State;
  8. fully cooperate with the Department of Administrative Services during the progress of the work.
- C. In the event that the time period of the construction contract is exceeded by more than 10% due to no fault of the Architect, the Architect may be paid for any additional services required beyond the 10% construction contract time overrun a reasonable fee to be determined by the Commissioner. The question of fault or no fault on the part of the Architect shall be determined by the Commissioner.

## VIII. TERMINATION OF CONTRACT

- A. Notwithstanding any provisions or language in this contract to the contrary, the Commissioner may terminate the contract whenever he/she determines in his/her sole discretion that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Architect of a written notice of termination. The notice of termination shall be sent by registered or certified mail to the Architect's address as furnished to the State for purposes of **receiving notices under this contract, by email to the Architect's email address as furnished to the State for the purpose of notices, by facsimile transmission telecopy (fax) to the Architect's fax number as furnished to the State for the purpose of notices**, or by hand delivery. Upon receipt of such notice, the Architect shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Architect in performing its duties under this contract, whether completed or in progress. All such documents, information and materials shall become the property of the State. **The mailing, email, fax, or hand delivery of such notice shall preclude any claim on the part of the Architect as to failure to receive notice of such termination.**
- B. If the termination is for the convenience of the State, the Architect shall be entitled to receive reasonable compensation for services already satisfactorily performed and accepted, but no amount shall be allowed for anticipated profit on unperformed services. The Commissioner shall determine the amount of such compensation.
- C. If the termination is for reason of failure of the Architect to fulfill its contract obligations, the State may take over the work and prosecute the same to completion by contract or otherwise. In such event, the Architect shall be liable to the State for any additional costs occasioned to the State thereby.



- D. If after notice of termination for failure of the Architect to fulfill its contract obligations it is determined that the Architect had not so failed, the termination shall be deemed to have been effected for the convenience of the State. In such event, the Architect shall be entitled to reasonable compensation as provided in Section B of this article.
- E. If the Architect is a sole proprietor and the Architect should die during the term of this contract, this contract shall be considered terminated. In the event of such termination, the Architect's estate shall be entitled to a reasonable payment for any uncompensated work performed to the date of death, and the State shall have title to, and shall have the right to immediate use and possession of, all finished and unfinished documents prepared under this contract. The Commissioner shall determine the amount of such payment.
- F. The rights and remedies of the parties provided in this article are in addition to any other rights and remedies provided by law or under this contract.

#### **IX. SUSPENSION OF THE WORK**

- A. The State, at any time, may suspend all or any part of the services of the Architect. In such event, the Architect shall be given notice of such suspension in writing by registered or certified mail to the Architect's address **furnished to the State for purposes of receiving notices under this contract, by email to the Architect's email address as furnished to the State for the purpose of notices, by facsimile transmission telecopy (fax) to the Architect's fax number as furnished to the State for the purpose of notices, or by hand delivery.**
- B. **Upon receipt of such notice, the Architect shall immediately discontinue all services affected (unless the notice directs otherwise).** The mailing, **email, fax or hand delivery** of such notice shall preclude any claim on the part of the Architect as to failure to receive notice of such suspension.
- C. In the event of suspension by the State as noted above, the Architect shall be entitled to such compensation as the Commissioner shall deem reasonable.
- D. Should the State reactivate any assigned work covered by this contract, in whole or in part, within one year from the time the work was suspended, any fees paid to the Architect pursuant to this contract shall be applied as payment on the fees for the work as set forth in this contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year, the Architect and the State may renegotiate the fees for the work based on current conditions or either may unilaterally elect to terminate the remaining work.
- E. In the event the State decides to suspend any work under this contract, the State shall become entitled, after payment of outstanding fees, to all finished and unfinished documents prepared pursuant to this contract.
- F. If the Architect should be unwilling or unable to perform the services required by this contract at the time the State desires to reactivate the work after a period of suspension, then all finished or unfinished documents prepared pursuant to this contract shall become the property of the State and the State shall have the right to immediate possession and use thereof.
- G. The rights and remedies of the parties provided in this article are in addition to any other rights and remedies provided by law or under this contract.

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

- A. The Architect agrees on behalf of the Architect and the Architect's principals, employees, agents, heirs, successors and assigns that they shall only utilize drawings, specifications, maps, reports, records or other documents to the extent necessary for the performance of the Architect's work and duties under this contract. This limitation on use applies to those items produced by the Architect, as well as to those items received by the Architect from the Department of Administrative Services, or others in connection with the Architect's work and duties under this contract.
- B. The Architect further agrees that said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this

contract. No other disclosure shall be permitted without the prior written consent of the Department of Administrative Services.

- C. The Architect further agrees that the following provision will be included in its contracts with sub-consultants:

Any and all drawings, specifications, maps, reports, records or other documents associated with the contract work shall only be utilized to the extent necessary for the performance of the work and duties under this contract. Said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract. No other disclosure shall be permitted without the prior written consent of the Department of Administrative Services. When any such drawings, specifications, maps, reports, records or other documents are no longer needed, they shall be destroyed.

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

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

A. Non-discrimination.

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

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes §32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building,

highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

(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, status as a veteran, 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 ensure 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, status as a veteran, 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.



## 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 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

### DUTY TO INFORM

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

### PENALTIES FOR VIOLATIONS

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

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

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

### CONTRACT CONSEQUENCES

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

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

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

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

## CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 07/18

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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 fundraising 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, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, 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 <b>JCJ Architecture, PC</b>	Address <b>120 Huyshope Avenue, Suite 400, Hartford, CT 06106</b>	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-RT-889-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

By: Noel Petra Deputy Commissioner 3/1/2021  
 Signature of authorized person Title Date

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

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



DEPARTMENT OF ADMINISTRATIVE SERVICES

April 8, 2021

Bullard Havens Technical High School  
Bridgeport, Connecticut  
Project Number: BI-RT-889  
**Contract Number: BI-RT-889-ARC**

Mr. James E. LaPosta, Jr.  
JCJ Architecture, PC  
120 Huyshope Avenue, Suite 400  
Hartford, CT 06106

Dear Mr. LaPosta:

Your **Standard Fixed Fee Architect's Contract** dated **February 26, 2021**, 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 assigned to this project, Barbara Cosgrove, at [Barbara.Cosgrove@ct.gov](mailto:Barbara.Cosgrove@ct.gov).

Sincerely,

*Cathy Phelps*

Cathy Phelps  
Legal Services Unit

Enclosures: Contract No. BI-RT-889-ARC  
CERT-134

cc: 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  
Barbara Cosgrove, DAS Project Manager, w/copy of contract  
Peter McClure, DAS ADPM, w/copy of contract  
Randy Daigle, DAS Process Management, w/copy of contract

*Affirmative Action/Equal Opportunity Employer*

OFFICE OF LEGAL AFFAIRS, POLICY AND PROCUREMENT  
450 Columbus Boulevard, Suite 1307, Hartford, CT 06103