

STATE OF CONNECTICUT  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
DIVISION OF CONSTRUCTION SERVICES

ARCHITECT'S CONTRACT FOR DESIGN/BUILD CRITERIA: Programming, Request for Proposals  
(RFP) Development, Project Design Oversight, and Construction Observation

PROJECT NUMBER: BI-2B-414  
CONTRACT NUMBER: BI-2B-414-D-BCA

This contract is entered into this 24<sup>th</sup> day of August, 2016, by and between the State of Connecticut, hereinafter called the "State," acting herein by its Commissioner of the Department of Administrative Services (DAS), under the provisions of Sections 4-8, and 4b-1 of the Connecticut General Statutes, as revised, and

SourceOne, Inc. (DE)  
53 State Street, 14<sup>th</sup> Floor  
Boston, MA 02109

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

Capitol Area System (CAS) Thermal Plant  
Hartford, CT

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

**I. GENERAL**

- A. The Architect agrees to furnish certain services as set forth in Exhibit A, which exhibit is attached hereto and made a part hereof.
- B. The Architect agrees to become familiar with and follow the DAS provisions set forth in the "DEPARTMENT OF ADMINISTRATIVE SERVICES CONSULTANTS PROCEDURE MANUAL," which may be amended and/or supplemented current with the date of this contract. These guidelines and provisions are incorporated herein by reference and shall be as binding upon the parties to this contract as though fully set forth herein.
- C. The Architect shall consult with the DAS Project Manager to ascertain requirements of the project and consult with proper State authorities and inform himself as to specific institutional conditions that might affect his contemplated work or the hours or season of its execution, such as type of patients, use of adjacent areas, interruptions of institutional routine, etc., and the services furnished hereunder shall reflect consideration of those conditions requiring safeguards and precautionary measures in excess of usual practice.
- D. Should the Architect require the services of registered consultants at any time during the term of this contract, their names and qualifications shall be submitted to the State for approval. Such consultants shall provide evidence of their competence by affixing their seals on any documents prepared by them or under their supervision.
- E. The Architect covenants and agrees that it shall perform its services under this contract in accordance with the standards and practices of his profession.
- F. Indemnification.

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

uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

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

I. 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 Contract 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 Statutes § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

For purposes of this section, the term "Claim" is defined as follows: "All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum."

II. PAYMENT OF ARCHITECT'S FEE

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

III. FEE SCHEDULE

The Architect's total fee of **Nine Hundred Ninety Four Thousand One Hundred Ninety Six Dollars (\$994,196.00)** shall be paid as set forth in Section II, paragraph E, of Exhibit A.

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

#### IV. TIME SCHEDULE

The Architect shall provide the materials, submittals and services described in Exhibit A within the time periods specified in Section II, paragraph C of Exhibit A. The Architect shall not commence any work under the contract until the Architect receives written authorization to proceed from the DAS Project Manager.

#### V. SPECIAL SERVICES

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

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

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

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

#### VI. CONFIDENTIALITY OF DOCUMENTS

- A. The Architect agrees on behalf of the Architect and the Architect's principals, employees, agents, heirs, successors and assigns that they shall only utilize drawings, specifications, maps, reports, records or other documents to the extent necessary for the performance of the Architect's work and duties under this contract. This limitation on use applies to those items produced by the Architect, as well as to those items received by the Architect from the Department of Administrative Services 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.

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

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

A. Non-discrimination.

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

- A. "Commission" means the Commission on Human Rights and Opportunities;
- B. "Contract" and "contract" include any extension or modification of the Contract or contract;
- C. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- D. "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.
- E. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- F. "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;
- G. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- H. "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;
- I. "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
- J. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual

orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

#### B. EXECUTIVE ORDERS.

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the contract as if they had been fully set forth in it. At the contractor's request, the Department shall provide a copy of these orders to the contractor.

1. The contractor agrees to abide by such Executive Orders.
2. The State Contracting Standards Board may review this contract and recommend termination of the contract for a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes, or wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
3. This contract may be cancelled, terminated or suspended by DAS or the State Labor Commissioner for violation of or noncompliance with Executive Orders No. Three or Seventeen or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not party to this contract. The State Labor Commissioner shall have continuing jurisdiction regarding contract performance concerning nondiscrimination and listing all employment openings with the Connecticut State Employment Service until the contract is completed or until the contract is terminated prior to completion.
4. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the

contractor will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

5. This contract may be cancelled, terminated, or suspended by DAS or the State for violation of or noncompliance with Executive Order Sixteen. In addition, the contractor agrees to include a copy of Executive Order Sixteen, and the requirement to comply with said order, in all contracts with its contractors, subcontractors, consultants, subconsultants and vendors.

#### **C. 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."

#### **VIII. 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.

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

The State, at any time, may suspend all or any part of the services of the Architect. In such event, the Architect shall be given three (3) days' notice of such suspension in writing by registered or certified mail to the Architect's address as given for correspondence purposes. The mailing of such notice shall preclude any claim on the part of the Architect as to failure to receive notice of such suspension.

- B. In the event of suspension by the State as noted above, the Architect shall be entitled to such compensation as the Commissioner shall deem reasonable.

- C. Should the State reactivate any assigned work covered by this contract, in whole or in part, within one year from the time the work was suspended, any fees paid to the Architect pursuant to this contract shall be applied as payment on the fees for the work as set forth in this contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year, the Architect and the State may renegotiate the fees for the work based on current conditions or either may unilaterally elect to terminate the remaining work.
- D. In the event the State decides to suspend any work under this contract, the State shall become entitled, after payment of outstanding fees, to all finished and unfinished documents prepared pursuant to this contract.
- E. If the Architect should be unwilling or unable to perform the services required by this contract at the time the State desires to reactivate the work after a period of suspension, then all finished or unfinished documents prepared pursuant to this contract shall become the property of the State and the State shall have the right to immediate possession and use thereof.

**X. TERMINATION OF CONTRACT**

- A. Notwithstanding any provisions or language in this contract to the contrary, the Commissioner may terminate the contract whenever he determines in his sole discretion that such termination is in the best interest of the State. Any such termination shall be 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 correspondence, or by hand delivery. Upon receipt of such notice, the Architect shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Architect in performing his duties under this contract, whether completed or in progress. All such documents, information and materials shall become the property of the State.
- B. If the termination is for the convenience of the State, the Architect shall be entitled to receive reasonable compensation for services already satisfactorily performed and accepted, but no amount shall be allowed for anticipated profit on unperformed services. The Commissioner shall determine the amount of such compensation.
- C. If the termination is for reason of failure of the Architect to fulfill his 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 his contract obligations it is determined that the Architect had not so failed, the termination shall be deemed to have been effected for the convenience of the State. In such event, the Architect shall be entitled to reasonable compensation as provided in Section B of this article.
- E. If the Architect is a sole proprietor and the Architect should die during the term of this contract, this contract shall be considered terminated. In the event of such termination, the Architect's estate shall be entitled to a reasonable payment for any uncompensated work performed to the date of death, and the State shall have title to, and shall have the right to immediate use and possession of, all finished and unfinished documents prepared under this contract. The Commissioner shall determine the amount of such payment.
- F. The rights and remedies of the parties provided in this article are in addition to any other rights and remedies provided by law or under this contract.

**XI. INSURANCE**

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

- A. Statutory Workers' Compensation and Employers' Liability:
  - 1. Workers' Compensation: Statutory limits
  - 2. Employers' Liability:



- |                            |                         |
|----------------------------|-------------------------|
| Bodily injury by accident: | \$100,000 each accident |
| Bodily injury by illness:  | \$100,000 each employee |
|                            | \$500,000 policy limit  |
- B. Commercial General Liability:
- |                        |                              |
|------------------------|------------------------------|
| Combined single limit: | \$1,000,000 each occurrence  |
|                        | \$2,000,000 annual aggregate |
- C. Comprehensive Automobile Liability  
(to include owned, non-owned and hired vehicles):
- |                        |                              |
|------------------------|------------------------------|
| Combined single limit: | \$1,000,000 each occurrence  |
|                        | \$1,000,000 annual aggregate |
- D. Professional Services Liability Insurance: The Architect shall furnish evidence by way of a certificate of insurance that it has obtained a professional services liability insurance policy with \$2,000,000.00 each claim and annual aggregate minimum coverage for negligence and errors and omissions. If any claims are paid against its professional services liability insurance policy, the Architect agrees to purchase additional insurance in order to maintain the minimum coverage of \$2,000,000.00 each occurrence and per aggregate. The insurance shall remain in effect during the entire duration of the contract and for eight years after substantial completion of the project. For policies written on a "Claims Made" basis, the Architect agrees to maintain a retroactive date prior to or equal to the effective date of the contract. The Architect shall contractually require any structural engineering firm it hires to maintain professional liability insurance in the same amount and with the same provisions indicated above. The Architect's policy shall provide that it shall indemnify and save harmless the State and its officers, agents and employees from claims, suits, actions, damages and costs of every name and description resulting from negligence and errors and omissions in the work performed by the Architect under the terms of the contract.

Each of the policies for such kinds of insurance mentioned above shall be issued by an insurance company or companies satisfactory to the DAS. The Architect agrees that coverages will not be changed, canceled, or non-renewed until at least sixty (60) calendar days' prior written notice has been given to the DAS. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance. Such insurance policies shall name the State as an additional insured, except that the State shall not be named as an additional insured with respect to the coverage for the statutory workers' compensation, automobile liability, and employer's liability insurance and to the coverage for professional liability insurance. Certificates of insurance showing such coverages as required in this article shall be filed with the DAS prior to the time this contract is executed on behalf of the State.

## XII. ANNUAL CERTIFICATION

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

## XIII. FORUM AND CHOICE OF LAW

The parties deem the contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State

of Connecticut. The Architect waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

#### **XIV. SOVEREIGN IMMUNITY**

The parties acknowledge and agree that nothing in the Solicitation or the contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the contract. To the extent that this section conflicts with any other section, this section shall govern.

#### **XV. APPROVAL OF THE STATE PROPERTIES REVIEW BOARD**

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

#### **XVI. APPROVAL OF THE ATTORNEY GENERAL'S OFFICE**

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

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

- (a) All services performed by and material supplied by the Architect under this contract shall be subject to the inspection and approval of the State at all times, and 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.

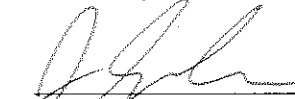
- (g) If any litigation, claim or audit is started before the expiration of said three (3) year periods, such records shall be (and shall be required to be) retained until all litigation, claims or audit findings have been resolved.
- (h) The Architect shall incorporate the provisions of this article, including this section (h), verbatim into any contract or other agreement it enters into with any subcontractor under this contract.

**XVIII. 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.


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

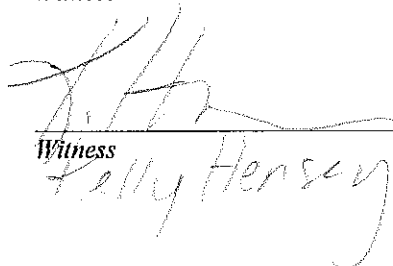
Attested by:

  
 Witness Joshua Scollins

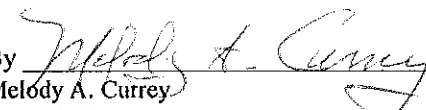
  
 Witness Debra J. Amata

Attested by:

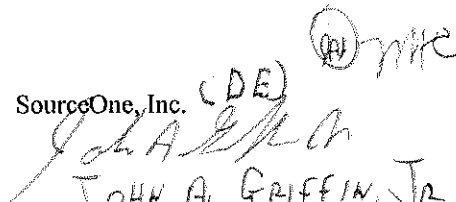
  
 Witness Richard Fay

  
 Witness Kelly Hensley

State of Connecticut

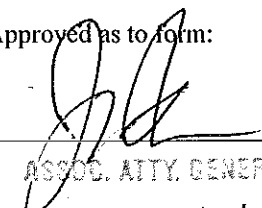
By   
 Melody A. Currey  
 Commissioner  
 Department of Administrative Services

Date signed: 8/24/16

SourceOne, Inc. (DE)   
 JOHN A. GRIFFIN, JR.  
 Its VICE PRESIDENT, Duly Authorized

Date signed: 22 AUGUST 2016

Approved as to form:

  
 ASSOC. ATTY. GENERAL Attorney General Joseph Rubin

Date signed: 8/30/16

## EXHIBIT A

Capitol Area System (CAS) Thermal Plant  
Project Number: BI-2B-414  
Contract Number: BI-2B-414-D-BCA

### SECTION I - GENERAL

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

- A. **Project Title: Capitol Area System (CAS) Thermal Plant, Hartford, CT**
- B. **The Project Description:** A new Capitol Area System (CAS) N+1 Central Thermal Plant to be located in the downtown Hartford area, exact location to be determined. The proposed construction costs associated with the design/build is \$14,500,000 and it is expected to be online producing chilled water and steam by March of 2019.
- C. The Architect agrees that neither it nor any business with which it is associated will serve as a consultant to any firm that is seeking to obtain the design-build contract, or serve as a contractor for such contract or serve as a subcontractor or consultant to the firm that is awarded such contract.

### SECTION II - SPECIFIC SCOPE OF SERVICES

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#### A. General:

- 1. **Design/Build Criteria Architect (D/BCA or Architect):** The State of Connecticut, Department of Administrative Services (DAS) is contracting for the services of SourceOne, Inc. 53 State Street, 14<sup>th</sup> Floor, Boston, MA 02109 to act as the project's Design/Build Criteria Architect. The role of the D/BCA will include the development of the operational and programming needs for the new facility; review of design alternatives for the project; development of the project requirements; development of a Request for Proposals (RFP) to be used by the DAS to solicit Design/Build Entity Teams; and to assist the DAS through the project's Design/Build process. In addition to architectural services, engineering disciplines such as specialized planning/programming, civil, mechanical, electrical, plumbing & fire protection (MEP) will be included by the D/BCA. The structural needs for the project can vary and therefore will be addressed by the individual D/B Entity Team submissions. The framework for phasing and particular tasks to be included in the D/BCA's scope of services is as described herein.
- 2. **Design-Build Entity (D/B Entity):** For the purposes of this contract the Design-Build Entity shall be defined as a person, partnership, corporation, or other legal entity that will provide appropriately licensed contracting, architectural and engineering services or any other services necessary for the design and construction of this project.
- 3. **Design-Build Entity Team (D/B Entity Team):** Includes any person, partnership, corporation or other legal entity that provides licensed contracting, architectural and engineering services or any other necessary services for the D/B Entity.
- 4. **High Performance Building Standard Regulations and LEED Certification**

This project shall comply with the High Performance Building Regulations (RCSA 16a-38k-1 through 9), "the Regulations".

The Design/Build Criteria Architect shall assist in the coordination of activities associated with meeting these requirements. The scope of these requirements is detailed in the Connecticut Building Standard Guidelines

**A. Scope of Services:**

**1. Phase 1 - Programming, RFP Development, and Evaluation of Design/Build Entity Teams:**

**1.1 Develop Criteria and Prepare a Program for Design**

- a. Assemble a Schematic Design Package, which will include: design basis, flow diagrams, one line diagrams, building and foundation design, and controls/security architecture and also a rendering of a future wrap-around parking garage around the thermal energy plant.
- b. Work collaboratively with DAS to define the project scope, specify the program for design, and develop criteria to evaluate D-B firm submittals for the eventual construction of the thermal energy plant.
- c. Review and comment on all topographic/survey information developed by the State's On-Call civil contractor.
- d. Communicate with the US Army Corps of Engineers and the City of Hartford to understand the requirements and restrictions concerning flood conduits.
- e. Incorporate all this information, requirement and restrictions in the D-B RFP package with the goal of making it possible for D-B firms to submit detailed and accurate proposals that the State of Connecticut can easily evaluate and compare.

**1.2 Provide Request for Proposals Documents**

- a. Write the RFP in three volumes as requested by the State of Connecticut. The contents of the volumes shall follow the requirements as described in Document 1140 – Project Initiation Scope Meeting Agenda. This includes equipment and construction specifications and functional requirement specifications.
- b. Review and comment on DAS prepared Volume I – General Conditions and Requirements - which is part of the Request for Proposals (RFP) seeking D/B Entity Teams. Prepare Volume II –Design Program-identifying all project criteria, and Volume III – Construction Quality Standards for the Design Build RFP. Assist the DAS in publishing the RFP.
- c. The DBCA Team will provide four (4) copies and one (1) electronic copy (CD) of the draft RFP documents for review and approval by DAS at both 50% and 90% completion. The DBCA Team will provide four (4) complete sets of the Final RFP documents for solicitation of design-build proposals, as well as two (2) electronic copies (CDs).

**1.3 Participate in Evaluation of Proposals**

- a. Assist the State of Connecticut evaluate up to four (4) D-B firms' proposals and recommend a D-B firm for selection.
- b. Administer the pre-proposal conference; host and maintain an FTP site for D-B firms to submit bid documents; issue the appropriate memoranda and documentation; and verify D-B submittal documents for adherence to the RFP requirements.
- c. Provide written review and comments on D-B proposals.
- d. Participate in interviewing up to four (4) D-B firms. Interviews shall take place on one (1) day. Review and comment on the proposed project budget and schedule. Make recommendations. After the interviews, the DBCA Team will recommend a D-B firm to the State of Connecticut.

**2. Phase 2 - Project Design Oversight:**

## 2.1 Review Construction Documents Prepared by the Design-Builder

- a. Conduct a thorough review of DD Package 1, submitted by the selected D-B firm during the project design phase. Provide written comments to DAS. Conduct a light review of the revised package (DD Package 2) to ensure that all comments have been addressed.
- b. Conduct a thorough review of CD Package 1, providing written comments to DAS. Conduct a light review of the revised package (CD Package 2) to ensure that all comments have been addressed.
- c. Perform one (1) review of each package (DD Package 1, DD Package 2, CD Package 1, CD Package 2) to ensure all documents are consistent with the program requirements, material quality standards and basis of design stipulated in the RFP.
- d. Attend periodic design meetings, as requested, to provide oversight during D/B Entity Team's Design Development for conformance with the Request for Proposal (RFP) document.

## 3. Phase 3 – Construction Observation:

### 3.1 Construction Administration

- a. Attend pre-construction meeting, conducted by the D/B Entity Team to confirm DAS expectations and to establish the course of action to achieve the construction schedule requirements.
- b. Attend bi-weekly job meetings.
- c. Review and comment on select alternative submittal items for conformance with RFP, periodic payment requisitions, requests for design-build agreement amendments and items prerequisite to project close out.
- d. Provide construction observation services at the project site to monitor and observe the work in progress, evaluate compliance with D/B agreement, RFP and construction documents and report findings to the DAS.
- e. Review Design/Build Entity shop drawings, samples and materials submittals.
- f. Review the D/B Entity Team's applications for payment and provide recommendation for approval or disapproval.

### 3.2 Commissioning

The DBCA Team will serve as the Commissioning Agent for the thermal plant, providing on-site commissioning and integrated systems testing services upon completion of construction. Systems and equipment will undergo a process of inspection, documentation, performance testing, and deficiency correction to minimize costs for the State of Connecticut through a reduction in unnecessary project costs, equipment energy consumption, as well as future operation and maintenance (O&M) costs. The DBCA Team will produce project specific commissioning documents.

This project is being designed to comply with the High Performance Building Regulations (Regulations of Connecticut State Agencies 16a-38k-1 through 9), "the Regulations". The CxA is required to provide services during the pre-design phase, the design phase, the construction phase, and the pre-occupancy, occupancy, and post-occupancy phases in support of documenting compliance with the Regulations and in obtaining the LEED Silver certification.

The Commissioning scope of services shall include, but not be limited to, the following summary of tasks. These services shall be provided in accordance with the requirements of ASHRAE Guideline 0-2005, the DCS Capital Projects High Performance Buildings Guidelines and the Connecticut Building Standard Guidelines Compliance Manual for High Performance Buildings and industry standard practice for start-up and commissioning of thermal plants.

**The Commissioning Process activities during the Pre-Design Phase include:**

1. Develop the initial commissioning requirement to be included in the technical requirements of the RFP document.

**The Commissioning Process activities during the Design Phase include:**

1. Develop a Commissioning Plan encompassing the Design, Construction, Occupancy and Post Occupancy Phases. The plan will include, but not be limited to, the following:
  - a. Outline the commissioning responsibilities of the CxA, DCS, client agency, DB Contractor, including its design team and sub contractors.
  - b. The plan will identify what systems are to be commissioned.
  - c. The plan will provide an overview of the method of verification and documentation that will be used during the commissioning process.
  - d. The plan will contain preliminary schedules for the commissioning of systems.
2. Determine the commissioning requirements and activities to include in the construction documents and coordinate integration into the construction documents, including writing the general commissioning specifications.
3. Perform design review of design documents to insure proper inclusion of the commissioning requirements.
4. Develop and update the Issue Log and provide Issue Reports as necessary.

**The Commissioning Process activities during the Construction Phase include:**

1. Organize the Commissioning Process components and conduct a pre-bid and pre-construction meeting to review the commissioning requirements with the complete Commissioning Team.
2. Organize and conduct periodic commissioning team meetings necessary to plan, develop the scope of, coordinate, and schedule activities and resolve problems.
3. Review submittals concurrent with the design team's review.
4. Develop specific test procedures, direct the execution of the tests by the contractors and document the results of the tests.
  - a. These functional test procedures shall provide a detailed procedure of how the system shall be tested and a record sheet for recording the test results.
  - b. The test procedures shall be as explicit and exact as possible to ensure that the test can be easily repeated by more than one tester and the same results obtained.
5. Document the correction and retesting of noncompliant items by the contractors.
6. Develop pre-functional test Checklists and Verification of Completion forms for all equipment to be commissioned.
7. Work with contractors in completing Checklists and Verification forms. Track Checklist and Verification form completion.
8. Develop and implement a Quality Based Sampling plan to verify proper completion of all testing requirements.
9. Review contractor's Construction Checklists to verify that contractor's quality process is achieving the Owner's Project Requirements.
10. Review the Systems Manual for achieving the Owner's Project Requirements.
11. Review, pre-approve, and verify the training provided by the contractors.
12. Verify delivery of the Systems Manual.
13. Prepare a Construction Phase Commissioning Report.

**The Commissioning Process activities during the Pre-Occupancy Phase include:**

1. Verify that the project has met the requirements of the Regulations.
2. Schedule and verify deferred and seasonal testing by the contractors.
3. Verify continuing training.
4. Review the warranties with the operations and maintenance staff.
5. Prepare a Pre-Occupancy Commissioning Report.

**The Commissioning Process activities during Post-Occupancy Phase include:**

1. Analyze one year of occupied energy use data against the design energy model.

2. Document any adjustments made to equipment or building operations.
3. Conduct a post-occupancy survey of the building occupants
4. Prepare a Post-Occupancy Commissioning Report

Systems to be provided with functional testing procedures shall include, but are not limited to, the following systems.

1. All humidifiers
2. All exhaust fans
3. All return fans
4. Chillers and all associated chilled water and condenser water pumps, etc.
5. Boiler, boiler combustion air fan, and all associated pumps, tanks, condensate pumps, etc.
6. All heat exchangers and associated pressure relief valves (PRVs)
7. Cooling towers
8. Chilled water distribution systems
9. Hot water heating distribution systems
10. Computer room air conditioning units and associated split system condensers
11. All unit heaters, cabinet heaters, etc.
12. Building automation and Direct Digital Controls and system interlocks
13. Emergency generator and associated transfer panels
14. Fire protection systems and equipment; fire alarm system interfaces with HVAC systems

### 3.3 Project Close-Out/Punch List Completion

- a. Inspect the facility with the D/B Entity Team, DAS and other state agencies prior to completion and develop a punch list of items to be completed.
- b. Attend project close out meetings and review punch list items for completion and items stated in the Certificate of Acceptance for completion or correction, as the case may be.
- c. Monitor the incomplete work and the corrected work through final acceptance and through the completion of all incomplete work and correction of defective work identified in the punch list and/or in the Certificate of Acceptance issued by DAS to the Design-Builder.
- d. Process all close out documents in accordance with DAS project close out procedures.

4. **Design Build Criteria Architect Team (D/BCA Team):** In addition to the necessary and appropriate staff resources of the D/BCA, the following consultants are included as members of the D/BCA Team:

Waldron Engineering  
37 Industrial Drive – Suite G-1  
Exeter, N.H. 03833

**C. Schedule of Tasks:** The following schedule shall be utilized upon DAS Notice to Proceed to begin each task:

**Task I. – Phase 1.1 Develop Criteria -- Prepare Program – within 120 Calendar days after receipt of written notice to proceed**

**Task II. – Phase 1.2 Provide Request for Proposal – within 120 Calendar days after receipt of written notice to proceed**

**Task III. – Phase 1.3 Evaluate Proposals – within 30 calendar days after receipt of written notice to proceed**

**Task IV. – Phase 2.1 Review Design-Builder Documents – within 30 calendar days after receipt of written notice to proceed**



**Task V. – Phase 3.1 Construction Administration – within 450 Calendar days after receipt of written notice to proceed**

**Task VI. – Phase 3.2 Commissioning – within 90 Calendar days after receipt of written notice to proceed**

**Task VII. – Phase 3.3 Project Closeout – within 90 Calendar days after receipt of written notice to proceed**

**D. Deliverables:**

- 1. Phase 1 - Programming, RFP Development, and Evaluation of Design/Build Entity Teams:**
  - 1.1 D/BCA will provide the DAS with one (1) original and six (6) copies of the Final RFP document. Printings for distribution to Design/Build Entity Teams to be performed by DAS at 100% completion of this phase.
- 2. Phase 2 - Project Design Oversight:**
  - 2.1 D/BCA will provide DAS with six (6) copies each of the 30% and 95% progress reviews.

**E. Fee Payments:**

The Architect's total fee of **Nine Hundred Ninety Four Thousand One Hundred Ninety Six Dollars (\$994,196.00)** as stated in Article III of the contract shall be paid as indicated below for the completion of the work specified where previously authorized in writing and after the DAS receives and accepts each phase of the work or as otherwise noted. Said fee includes all sub-consultant fees and the Architect's overhead and profit.

- 1. Phase 1 - 1.1 Develop Criteria – Prepare Program: Two Hundred Twenty Six Thousand Four Hundred Sixteen Dollars (\$226,416.00)** to be paid in Four (4) equal monthly payments;
- 2. Phase 1 - 1.2 Provide Request for Proposal: One Hundred Sixteen Thousand Five Hundred Fifty Seven Dollars (\$116,557.00)** to be paid in Four (4) equal monthly payments;
- 3. Phase 1 - 1.3 Evaluate Proposals: Twenty Three Thousand Five Hundred Sixty Six Dollars (\$23,566.00);**
- 4. Phase 2 - 2.1 Review Design-Builder Documents: Sixty Seven Thousand Three Hundred Ninety (\$67,390.00);**
- 5. Phase 3 - 3.1 Construction Administration: Three Hundred Seventy Nine Thousand Nine Hundred Fifty Five Dollars (\$379,955.00).** Included in the Design/Build Criteria Architect's total fee stated in Article III of this contract are interim payments of the Phase 3 fees:
  - **Monthly Phase 3:** The Design/Build Criteria Architect shall be paid a monthly fee of Twenty Five Thousand Three Hundred Thirty Dollars (\$25,330.00) over a projected Fifteen (15) month construction time period for Phase 3 Construction Observation services as stated in Section II, B.3 of Exhibit A. Said monthly amount shall be paid on a calendar month basis, in arrears, during such construction period until construction period reaches 95% completion. The balance of the fee due the Design/Build Criteria Architect shall be payable upon completion of the work called for in the Design/Build Agreement and includes the project close out. There will be a pro-rata adjustment in the first and/or last monthly fees in the event of a partial calendar month at the beginning and/or the end of such construction period. Said number of months for the construction period of the project may be adjusted in writing by the Commissioner of the DAS.
- 6. Phase 3 - 3.2 Commissioning: One Hundred Thirty Five Thousand Five Hundred Thirty Six (\$135,536.00)** to be paid in Three (3) equal monthly payments;
- 7. Phase 3 - 3.3 Project Closeout: Forty Four Thousand Seven Hundred Seventy Six Dollars (\$44,776.00)** to be paid in Three (3) equal monthly payments.

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

Exhibit B

SEXUAL HARASSMENT POLICY STATEMENT

All personnel of the Department of Public Works have the responsibility for maintaining high standards of honesty, integrity, impartiality and conduct to assure proper performance and maintenance of public trust. Sexual harassment violates these standards, especially with regards to principles of equal opportunity, and specific acts of such misconduct will result in the severest of disciplinary action that can be taken.

Acts of sexual harassment are illegal and prohibited by the Civil Rights Act, Title VII as amended and Connecticut General Statutes 46a-60 as a discriminatory practice.

As the Commissioner of the Department of Public Works, I will under no circumstances tolerate any incidents of this type of behavior. Specifically, any supervisors, who use implicit or explicit sexual behavior to control, influence, or affect the career, pay or job of an employee is engaging in sexual harassment. Similarly, any employee who makes deliberate or repeated offensive verbal comments, gestures, or physical contact of a sexual nature in the work environment is also engaging in sexual harassment.

Sexual harassment can include verbal abuse such as sexual insults, lewd or suggestive comments, or unwelcome jokes of a sexual nature. Sexually suggestive objects or sexually explicit posters, calendars, photographs, cartoons, drawings or other explicit materials are inappropriate in a state workplace and can contribute to creating a hostile or offensive work environment.

Individuals who are sexually harassed by supervisors, co-workers, or peers should make it clear that such behavior is offensive. Individuals can file a sexual harassment complaint to the appropriate source(s) for investigation of the matter, so that action can be taken to ensure a work environment free of sexual harassment.

Sexual harassment is totally unacceptable conduct; it undermines the integrity of the employment relationship, debilitates morale, and interferes with the work productivity of the organization.

I shall expect every manager and supervisor to ensure that any instance of sexual harassment is dealt with swiftly, fairly, and effectively. All substantiated complaints will result in the strongest disciplinary action available to the Department.

SEXUAL HARASSMENT NARRATIVE

Sexual harassment is a particular type of sex discrimination. Like all sexual discrimination, it is illegal. It violates high standards of honesty, integrity, impartiality and conduct required of all sections of the Department of Public Works. It also interferes with and impedes work productivity.

Sexual harassment is defined as "any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by any individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment."

You may file a complaint with your supervisor, the Human Resources Office at (860) 713-5304 or Johnette Tolliver, the agency's designated Equal Employment Opportunity Specialist at (860) 713-5394.

Signed by Commissioner Racanne V. Curtis on May 30, 2008.

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\_\_\_\_\_

ATTACHMENT



**Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations**

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

**CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

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

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

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

**DUTY TO INFORM**

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

**PENALTIES FOR VIOLATIONS**

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

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

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

**CONTRACT CONSEQUENCES**

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

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

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

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



## DEFINITIONS

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

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

"Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

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

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

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