

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

**PROJECT NUMBER: CF-RD-317  
CONTRACT NUMBER: CF-RD-317-ARC**

This contract for professional services herein designated in connection with the project entitled  
**Pinney Residence Hall Envelope Repairs and Building Upgrades**

is entered into this 20th day of June, 2022, 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-103, and 4b-3 of the Connecticut General Statutes, as revised and/or amended, and

**Christopher Williams Architects, LLC  
85 Willow Street, Building 54  
New Haven, CT 06511**

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 July 1, 2021, which document is attached hereto as Attachment 1 and made a part hereof.
2. The Architect's total fee of **Four Hundred Seventy-Four Thousand Five Hundred Eighty-Five and 25/100 Dollars (\$474,585.25)** 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: **Sixty-Three Thousand Sixty and 00/100 Dollars (\$63,060.00);**
  - B. Design Development Phase: **Ninety-Nine Thousand One Hundred Seventy-Three and 00/100 Dollars (\$99,173.00);**
  - C. Contract Documents Phase: **One Hundred Thirty-Three Thousand One Hundred Fifty-Nine and 50/100 Dollars (\$133,159.50);**
  - D. The Architect shall be paid a sum of **Twenty-Nine Thousand Six Hundred Fifty-Three and 25/100 Dollars (\$29,653.25)** 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 Hundred Twenty-Three Thousand Two Hundred Thirty-Nine and 50/100 Dollars (\$123,239.50)** 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 **Ten Thousand and 00/100 Dollars (\$10,000.00)** 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."

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: **90** calendar days after receipt of written notice to proceed.
  - B. Design Development Phase: **90** calendar days after receipt of written notice to proceed.
  - C. Contract Documents Phase: **150** calendar days after receipt of written notice to proceed.
  - D. Construction Phase Duration: **511** calendar days to Substantial Completion and **90** calendar days after Substantial Completion to the date of Final Acceptance.
4. The Architect's design shall be based on a total construction budget of **Six Million Six Hundred Forty-Eight Thousand Three Hundred Sixteen and 00/100 Dollars (\$6,648,316.00)**.
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: **one set of electronic drawings in both Portable Document Format (.pdf) and Drawing File (.dwg); one set of electronic specifications in Microsoft Word (.doc); one set of detailed cost**

estimates in **electronic format; one electronic Building Information Form (3011) in .pdf; one electronic Checklist for Permits, Certifications, and Approvals (3030) in .pdf; one electronic Design Narrative Report in .pdf; and one Project Review Cover Form for submission to the State Historic Preservation Office (SHPO) in .doc.**

- B. Design Development Phase: **one set of electronic drawings in both Portable Document Format (.pdf) and Drawing File (.dwg); one set of electronic specifications in Microsoft Word (.doc); one set of detailed cost estimates in electronic format; one electronic Building Information Form (3011) in .pdf; one electronic Checklist for Permits, Certifications, and Approvals (3030) in .pdf; and one electronic Design Narrative Report in .pdf.**
- C. Contract Documents Phase: **one set of electronic drawings in both Portable Document Format (.pdf) and Drawing File (.dwg); one set of electronic specifications in Microsoft Word (.doc); one set of detailed cost estimates in electronic format; one Building Information Form (3011) in .pdf; one electronic Checklist for Permits, Certifications, and Approvals (3030) in .pdf; one electronic Design Narrative Report in .pdf.**
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": **N/A.**
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: **Christopher Williams**

Address for registered or certified mail: 85 Willow Street, Building 54, New Haven, CT 06511

Address for hand delivery: 85 Willow Street, Building 54, New Haven, CT 06511

Email: [CWilliams@cwaarchitectsllc.com](mailto:CWilliams@cwaarchitectsllc.com)

Facsimile transmission telecopy (fax) number: 203-773-3373

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

Christopher Williams Architects LLC

DocuSigned by:  
Noel Petra

By 59274CBDCF1A41C...  
Noel Petra  
Deputy Commissioner  
Department of Administrative Services

By  
Print name: Christopher Williams

Its Single Member, LLC, Duly Authorized

Date signed: 6/20/2022

Date signed: 6/20/2022

The undersigned, being the person signing the Contract, swears that the representation in the Consulting Agreements Representation provision in this Contract is true to the best of my knowledge and belief, and is subject to the penalties of false statement.

Signature of person signing this Contract

Christopher Williams

Print Name

Date: 6/20/2022

Sworn and subscribed before me on this 20th day of June, 2022

Kathleen Marino  
Commissioner of the Superior Court  
or Notary Public  
July 31, 2023  
My Commission Expires



Approved as to form:

Eileen  
Meskill



Digitally signed by Eileen  
Meskill  
Date: 2022.06.21  
12:34:27 -04'00'

Attorney General

Date signed:

## EXHIBIT A

*Pinney Residence Hall Envelope Repairs and Building Upgrades  
Western Connecticut State University-Westside Campus  
43 Lake Ave. Extension, Danbury, CT 06811  
Project No. CF-RD-317  
CF-RD-317-ARC*

### Section I

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

Pinney Hall constructed in 1999 is a 193,772 gross square foot, six story, 425 bed residential hall facility located on the Westside Campus of Western Connecticut State University.

**Removal of balconies and infill of windows and door openings at balconies with new glazing and/or masonry; repair of exterior masonry veneer; replacement of all windows; replacement of three lower roof areas and lower roof area at one end of the building; replacement of existing rooftop HVAC units and chiller; and security upgrades to the building's lobbies.**

Basic Services include, but are not limited to, reviewing DAS Form 3030 Checklist for Permits, Certifications, and Approvals, and ensuring that all required permits, certificates, and/or approvals are obtained for the project; review of, and compliance with, Connecticut State Building Code, Connecticut State Fire Safety Code, and FM Global requirements; meeting the requirements for the protection of historic properties and archaeological resources; assistance with works of art; following the provisions of the Connecticut High Performance Building Standards (as applicable); participation in the Connecticut public utility programs for which the Project qualifies; identification and coordination with the applicable utility company(ies) regarding all issues pertinent to the proper installation of utilities; evaluation of the need for any and all easements; evaluation of building security requirements and the need for additional documentation; reviewing Connecticut Environmental Policy Act (CEPA) documents, environmental documents, and hazardous materials documents to ensure information relevant to design and construction are accurate and incorporated into the contract documents; preparation and submission (as applicable) of the Department of Energy and Environmental Protection's (DEEP) Flood Management Certification, Construction Stormwater Permit and Stormwater Pollution Control Plan; water supply technical data / utility connection fees / written utility connection authorizations; local building official demolition permit application and approval, including notification to adjoining property owners; development of multiple bid packages and/or documents for sequential construction; preconstruction services for Construction Manager at-Risk projects; etc.

**The exterior envelope, balcony removal, and window replacement work will need to be done in two continuous phases so one half of the building can be occupied while the other half is under construction. The lobby renovations, HVAC unit replacement, and roof replacement work shall be done in the summer months when the building is unoccupied.**

**Redicheck:** During the Contract Documents Phase, the Architect will include an interdisciplinary coordination ("Redicheck") of the documents.



For the services provided by the sub-consultant authorized above, the Architect shall be compensated for said services in the amount of **Three Thousand One Hundred and 00/100 Dollars (\$3,100.00)**.

## **B. Security Design Consultant**

The Architect shall provide the following security design services. The Architect is authorized to engage the services of **Atriade, LLC**, with an address of 221 River St., Hoboken, NJ 07030, for the services set forth in this subsection.

- Provide Design Documents for identified camera locations for Pinney Hall
  - Submit Schematic Design for location and coverages
  - Submit Design Development Documents for coordination of locations and infrastructure.
  - Submit Construction Documents for final device information, infrastructure and connectivity details.
- Coordinate requirements for installation, infrastructure, connectivity, and band width throughout the building.
- Assist in vendor price validation, and scope coordination.
- Provide construction administration support during implementation.
- Provide testing and commissioning, and recommend final closeout and project acceptance.

The Architect shall provide one electronic copy of the Security Design Documents to the DAS Project Manager consistent with the submission timeframes for the Schematic Design, Design Development, and Contract Document Submissions identified in Section 3 above.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated for said services in the amount of **Nine Thousand Six Hundred Eighty and 00/100 Dollars (\$9,680.00)**.

## **C. Expanded Construction Phase Services for On-Site Testing During Construction**

The Architect shall provide the following services for On-Site Testing during Construction. The Architect is authorized to retain the services of **BVH Integrated Services, Inc.**, with an address of 206 West Newberry Rd., Bloomfield, CT 06002, for the services set forth in this subsection.

### **Building Envelope Services**

Testing of a replacement window and a replacement deck assembly at their first instance of installation for air tightness (ASTM E1186) and water penetration (ASTM E1105). These on-structure mockups shall be tested for performance before they are repeated throughout the building. A written report shall be provided with each visit. Two days of testing are included. Forty-Eight hours of Jon Haehnel's (Senior Engineer) time are also included for the analysis of the test data, and preparation and submission of the test reports.

Lifts shall be provided by the CMR.

The Architect shall provide one electronic copy of each Test Report to the DAS Project Manager within 7 days from when the test was performed.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated for said services in the **not to exceed** amount of **Thirteen Thousand Five Hundred Twenty and 00/100 Dollars (\$13,520.00)**.

## **D. Architect's CMR Preconstruction Scope of Services**

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

For this Project the Architect shall perform the Basic Services described in this Section D– 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 CTDA. 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:** One (1) electronic copy in both Portable Document Format (.pdf) and Drawing File (.dwg).
- 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:** One (1) electronic copy.  
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:** One (1) electronic copy.

#### **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:** One (1) electronic copy in both Portable Document Format (.pdf) and Drawing File (.dwg).  
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:** One (1) electronic copy of drawings in both Portable Document Format (.pdf), One electronic copy of specifications in Microsoft Word Format (.doc).
- 4.2.3 Design Narrative Report Update:** One (1) electronic copy.
- 4.2.4 Cost of the Work Estimate:** One (1) electronic copy.

#### **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:** One (1) electronic copy.  
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:** One (1) electronic copy of drawings in both Portable Document Format (.pdf) and Drawing File (.dwg). One electronic copy of specifications in Microsoft Word Format (.doc).
- 4.3.3 Cost of the Work Estimate:** One (1) electronic copy.
- 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. 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.
- .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.

**ATTACHMENT 1**

(14 pages)

**STATE OF CONNECTICUT  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
FORM CS-3A  
February 3, 1998  
Last Revision July 1, 2021**

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

**I. GENERAL**

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

**II. ARCHITECT'S SERVICES**

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

**F. INDEMNIFICATION.**

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

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

#### G. ANTITRUST PROVISION.

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

### III. INSURANCE

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

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

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

- |                                  |                              |
|----------------------------------|------------------------------|
| B. Commercial General Liability: | \$1,000,000 each occurrence  |
|                                  | \$2,000,000 annual aggregate |

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

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

for the statutory workers' compensation, automobile liability, and employer's liability insurance and to the coverage for professional liability insurance. Certificates of insurance showing such coverages as required in this article shall be filed with the DAS prior to the time this contract is executed on behalf of the State.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### C. Contract Documents Phase

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

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

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

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

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

#### D. Bidding Process

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

### VII. ARCHITECT'S DUTIES DURING CONSTRUCTION

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



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

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

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

## VIII. TERMINATION OF CONTRACT

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

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

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

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

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

- A. The Architect agrees on behalf of the Architect and the Architect's principals, employees, agents, heirs, successors and assigns that they shall only utilize drawings, specifications, maps, reports, records or other documents to the extent necessary for the performance of the Architect's work and duties under this contract. This limitation on use applies to those items produced by the Architect, as well as to those items received by the Architect from the Department of Administrative Services, or others in connection with the Architect's work and duties under this contract.
- B. The Architect further agrees that said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract. No other disclosure shall be permitted without the prior written consent of the Department of Administrative Services.

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

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

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

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

A. Non-discrimination.

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

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

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, 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.

(i) Nondiscrimination Certification- Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, or (B) initialing this nondiscrimination affirmation in the following box:



## 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. If Executive Order 14 is applicable, it is deemed to be incorporated into and made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the Client Agency or DAS 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 (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

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

For all State contracts, defined in section 9-612 of the Connecticut General Statutes 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 represents that they have received 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.

### **XII. LARGE STATE CONTRACT REPRESENTATION FOR CONTRACTOR.**

Pursuant to Section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz' Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.



## **XVI. 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.

## **XVII. 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.

## **XVIII. 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.

## **XIX. 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.



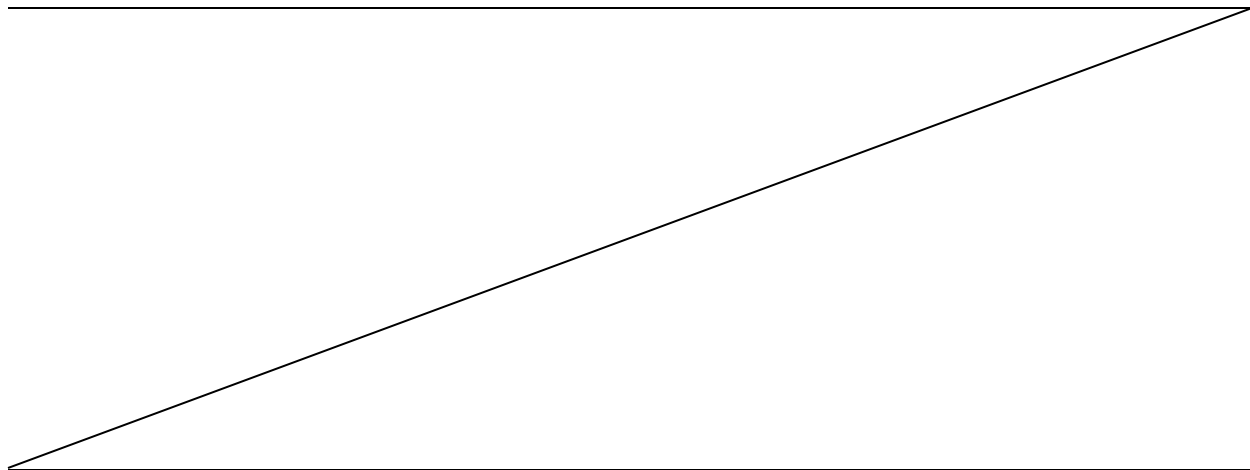
- (d) At the State's request, the Architect shall provide the State with hard copies of or electronic media containing any data or information in the possession or control of the Architect which pertains to the State's business or this contract.
- (e) The Architect agrees that it will keep and preserve 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.

**XX. 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.

**XXI. ACCESS TO CONTRACT AND STATE DATA.**

The Contractor shall provide to the Client Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Client Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Client Agency in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.



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<br><b>Christopher Williams Architects, LLC</b> | Address<br><b>85 Willow Street, Building 54, New Haven, CT 06511</b> | CT Tax Registration Number<br>(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. CF-RD-317-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

DocuSigned by:

Name of purchaser

*Noel Petra*By: 59274CBDFE1A41C

Signature of authorized person

Deputy Commissioner

Title

6/20/2022

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

June 21, 2022

Pinney Residence Hall Envelope Repairs  
and Building Upgrades  
Western Connecticut State University  
Danbury, Connecticut  
Project Number: CF-RD-317  
**Contract Number: CF-RD-317-ARC**

Mr. Christopher Williams  
Christopher Williams Architects, L.L.C.  
85 Willow Street, Bldg. 54  
New Haven, CT 06511

Dear Mr. Williams:

Your **Standard Fixed Fee Architect's Contract** dated **June 20, 2022**, 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, Anthony DeNapoli, at [anthony.denapoli@ct.gov](mailto:anthony.denapoli@ct.gov).

Sincerely,

*Cathy Phelps*

Cathy Phelps  
Legal Services Unit

Enclosures: Contract No. CF-RD-317-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  
Luigi Marcone, Agency Representative, w/copy of contract  
Glenn Knapsack, DAS Project Accounting w/copy of contract  
Anthony DeNapoli, DAS Project Manager, w/copy of contract  
Todd Lukas, 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