

**STATE OF CONNECTICUT  
DEPARTMENT OF ADMINISTRATIVE SERVICES**

**ON-CALL CONSTRUCTION ADMINISTRATION CONTRACT**

**(Consultant Services for Minor Capital Projects)**

**Contract Number: OC-DCS-CAm-0013**

This contract for construction administration services herein designated in connection with various infrastructure projects throughout the State of Connecticut is entered into this 11th day of May, 2023, by and between the State of Connecticut, hereinafter referred to as the State, acting herein by its Commissioner or designee, duly authorized, of the Department of Administrative Services (DAS), under the provisions of Sections 4-8, 4b-1, 4b-1b, 4a-1, 4a-2, and 4b-3 of the Connecticut General Statutes, as revised and/or amended, and

**STV Construction, Inc.**

**280 Trumbull Street, 14th Floor**

**Hartford, CT 06103**

hereinafter referred to as the Construction Administrator or Contractor;

WITNESSETH, that the State and the Construction Administrator, in consideration of the mutual covenants herein contained, do hereby agree as follows:

**I. CONSTRUCTION ADMINISTRATOR RELATIONSHIP**

The Construction Administrator shall act as the State's agent and covenants and agrees to perform all its services in accordance with the standards and practices of its profession. The Construction Administrator shall not have any conflicts of interest. The Construction Administrator shall be held to the highest standard of conduct in the performance of its duties and must conduct itself so as to avoid even the appearance of any impropriety. The Construction Administrator is prohibited from accepting gratuities of any kind from any persons seeking work associated with this contract. The Construction Administrator shall staff the project with experienced and competent staff. It is understood that if the Construction Administrator requires additional staff to fulfill its obligations under this contract it shall provide such additional staff at no additional cost to the State.

**II. FEES AND PAYMENTS**

**A. CONTRACT FEE**

The maximum total cumulative fee allowed the Construction Administrator under this contract shall not exceed **Five Hundred Thousand Dollars (\$500,000.00)**. When approximately 75% of the fee set forth in this article has been expended, the Construction Administrator shall notify the State in writing of the amount of work completed to that date under this contract. Said notification shall include an itemization of all fees that have been paid to the Construction Administrator pursuant to the work. The Construction Administrator shall not be reimbursed for per diem expenses or travel expenses. If at any time during the term of any project assigned under this contract the State should require the Construction Administrator 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 Construction Administrator to do substantial work, then and in such event, the Construction Administrator shall prepare additional documents and make changes as required and shall be entitled to fair and equitable compensation therefor. The Commissioner of the DAS, hereinafter referred to as the "Commissioner," shall determine the amount of such compensation and the manner of payment thereof. If the State should require any such substantial changes and if these should result in a change in the amount of the total construction budget for the project, said amount shall be considered changed to an amount determined by the Commissioner. The above notwithstanding, should it be necessary for the Construction Administrator to prepare any such additional documents or make changes in the same for purposes of meeting project requirements where increases in the cost of labor and/or materials are not the governing factor, the Construction Administrator 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 Construction Administrator to reduce the scope of services originally agreed upon for any project assigned under this contract, the

Construction Administrator shall then reduce said scope of services, as requested, and the Construction Administrator's fee for such project shall be reduced by a fair and equitable amount determined by the Commissioner. The Construction Administrator shall be entitled to a payment of Ten Dollars (\$10.00) at the termination of this contract if at such time the Construction Administrator has not received any fee under this contract.

For the services and deliverables specified in a task letter, the Construction Administrator shall be paid a fee based on the classification and hourly rate of personnel as shown in Exhibit A entitled "Hourly Rate Schedule." Said Exhibit A is attached hereto and made a part hereof. In addition to providing the hours of services and fee of any particular employee on any particular job, the Construction Administrator shall make available upon request appropriate information to verify the actual burden, fringe, and overhead rates. The State reserves the right to audit these data. *Hourly rates used for any task assigned under this contract shall remain unchanged for the term of this contract.*

#### B. PROGRESS PAYMENTS

The State will make progress payments. Before the first progress payment becomes due, the Construction Administrator must prepare a breakdown of its fees specified in the task letter in a manner acceptable to the State. The breakdown amounts will be used to determine the amounts of the progress payments to be made. Before each payment is made the Construction Administrator must furnish proof of the quantity, value, and delivery of services. All materials and work covered by progress payments will be the sole property of the State. However, the progress payments do not relieve the Construction Administrator of responsibility for all materials and work for which payment has been made or for the restoration of any damaged work nor do the progress payments waive the right of the State to require fulfillment of all contract terms and conditions. If for reasons of incomplete scope, complexity, etc., a fixed fee cannot be determined by the Commissioner, the State shall compensate the Construction Administrator for services rendered under this contract on the basis of hourly rates for the personnel assigned to perform the services. The hourly rates are stated in Exhibit A, which is attached hereto and made a part hereof. Notwithstanding the preceding sentence, a pre-approved hourly rate shall not exceed a reasonable rate, as determined by the Commissioner, taking into consideration the skills and experience of the person providing the services. Hourly rate payments shall be made in accordance with the terms and conditions of each task letter. It is specifically understood that these hourly rate payments shall only apply for the period of time that the person is gainfully employed on projects assigned under this contract. Requests for payment shall be submitted on properly prepared State invoice forms with attachments showing actual hours worked, hourly rates applied, and any allowable additional direct costs included in the invoice forms. The Construction Administrator shall certify that each amount invoiced is both accurate and commensurate with the work performed for the State under this contract. The State reserves the right to periodically audit the Construction Administrator's financial and project records.

### III. CONTRACT DURATION

This contract shall commence with the date this contract was entered into and shall expire on **September 30, 2025**. No new projects may be assigned on or after the expiration date, but all projects assigned prior to the expiration date will be allowed to continue to completion with all the terms and conditions of this contract herein set forth remaining in full force and effect. The term of this contract may be extended in writing by the Commissioner.

### IV. TASK LETTERS

The scope of each project, duration of services, request for the provision of certain services specified in Article V and Article VI, respectively, schedule of deliverables, and the total fixed-fee compensation allowed shall be included in task letters prepared by the State for each project. Such task letters shall be issued during the time period set forth in Article III of this contract. Each task letter shall reference both a DAS project number and a task number specific to the project.

### V. DUTIES AND SERVICES

The Construction Administrator shall consult with the DAS to ascertain the requirements of the project and consult with proper State authorities and inform itself as to specific institutional conditions that might affect contemplated work or the hours or season of its execution. The Construction Administrator shall familiarize itself with all project drawings, specifications, and addenda thereto, all hereinafter referred to as the contract

documents. In accordance with State requirements, the Construction Administrator shall perform construction administration on construction projects designed by the DAS or other consultants employed by the State.

The Construction Administrator agrees to become familiar with and comply with the provisions set forth in the "DEPARTMENT OF ADMINISTRATIVE SERVICES CONSTRUCTION ADMINISTRATOR'S PROCEDURE MANUAL", which may be amended and/or supplemented current with the date of this contract AND THE "DEPARTMENT OF ADMINISTRATIVE SERVICES CONSULTANTS PROCEDURE MANUAL", which may be amended and/or supplemented current with the date of this contract. These guidelines and provisions are incorporated herein by reference and shall be as binding upon the parties to this contract as though fully set forth herein.

### **Project Management Software Requirements**

DAS/CS projects utilize Project Management Software to manage and record its projects. Project Management Software Requirements for the Architect/Engineer (A/E) are as follows:

1. The A/E will be provided with a license or licenses to access the Project Management Software and for use by their sub-consultants. The A/E is required to utilize the Project Management Software for project specific documentation as directed by the DAS Project Manager.
2. All documents not created in DAS' Project Management Software shall be scanned, uploaded and maintained by the A/E in DAS' Project Management Software - Document Management System for this project and linked to the corresponding record in DAS' Project Management Software.

The above listed requirements apply to all the A/E's sub-consultants. Sub-consultants should attend the project management software training as a part of the A/E Team.

### **High Performance Building Standard Regulations and LEED Certification**

**Certain projects shall comply with the High Performance Building Regulations (RCSA 16a-38k-1 through 9), "the Regulations," and obtain Silver Certification under the Leadership in Energy and Environmental Design (LEED) certification program.**

The Construction Administrator shall assist in the coordination of activities associated with meeting these requirements. The scope of these requirements is detailed in the Connecticut Building Standard Guidelines Compliance Manual for High Performance Buildings, ASHRAE Guideline 0-2005 and the DAS Capital Projects High Performance Buildings Guidelines. The Construction Administrator shall have a LEED Accredited Professional as part of its primary team. The Construction Administrator's responsibilities associated with these requirements include, but are not limited to, the following:

1. Participate in the Owner's Project Requirements development workshop(s).
2. Coordinate participation by agency facilities operation during commissioning activities in the design, testing, training phases as appropriate.
3. Review and comment on changes to the Owner's Project Requirements.
4. Review the Commissioning Agent's progress reports.

Commissioning Agent (CxA): If required by DAS, the Construction Administrator shall retain as its sub-consultant a Commissioning Agent. The CxA shall meet the minimum qualifications as established by DAS in **Exhibit B** and shall be acceptable to DAS. The CxA will perform the scope of work identified in the task letter in conjunction with the project scope detailed in the task letter. The Construction Administrator shall be compensated for the cost of the Commissioning Agent plus five percent (5%) of such cost for the Construction Administrator's overhead and profit.

The Construction Administrator shall provide a written evaluation of the CxA's performance to date utilizing DAS' form and criteria at the completion of Design Development, Construction Documents, 50% Construction and 100% Construction.

Each phase will commence when written notice to proceed is issued by the Department of Administrative Services. The Construction Administrator shall not commence any phase work under a task letter until the Construction Administrator receives written authorization to proceed from the DAS Project Manager.

If the Construction Administrator observes that the scope of work, construction cost, or any other relevant documentation is at variance with the requirements of the project, the Construction Administrator shall promptly notify in writing the architect and the State.

The Construction Administrator shall provide personnel with the qualifications and experience necessary to perform the various tasks herein described. The DAS shall be the sole judge of the qualifications of assigned personnel and shall have the right to approve and reject personnel, and have removed any personnel it considers unsatisfactory.

#### A. PRE-DESIGN PHASE

##### 1. Master Schedule:

Following interviews with the user groups and designers, DAS will obtain, organize, monitor, and forward to the Construction Administrator all of the end users' and consultants' schedules and Critical Path Method (CPM) tasks, in the form of an initial schedule, for input into the Construction Administrator's master schedule. DAS will be responsible for the enforcement and coordination of all communications between the consultants and end users for scheduling requirements. The Construction Administrator will provide data entry only on these tasks.

The initial schedule will contain an estimate of construction time and the architect's design schedule, and other tasks related to the project (such as permits, demolition, surveys, etc.), and shall be reviewed by the Construction Administrator at the completion of the pre-design phase. Prior to the start of the schematic design phase, the DAS will update the schedule based on the Construction Administrator's comments and an updated design schedule from the architect. This schedule will become the basis upon which the Construction Administrator shall create its initial master schedule.

##### 2. Budget Cost Analysis:

The Construction Administrator shall review and comment on the accuracy and completeness of the initial construction cost estimate, contained in a report submitted by the architect at the completion of the pre-design phase, and its conformance to the budget.

##### 3. Submittals:

The Construction Administrator shall submit to DAS copies of a report containing comments on the review of the initial DAS schedule and the pre-design phase construction cost estimate.

#### B. PRELIMINARY EVALUATION

1. At the option of the State, the Construction Administrator shall provide a preliminary evaluation of the State's program and project budget requirements each in terms of the other.
2. The Construction Administrator shall review and become familiar with previous project decisions and planning.

#### C. SCHEMATIC DESIGN PHASE

##### 1. Document Review Reports:

The Construction Administrator shall prepare a "Document Review" report describing the results of its review of the project plans, manual, and any other pertinent information at the end of each phase (schematics, design development, and contract documents).

##### 2. Constructability Review and Reporting:

The Construction Administrator will provide a "Constructability Review" report of the early design documents. The report will be based upon an inspection that will include, but not be limited to, the following:

- a) The project area, to become familiar with on-site conditions.
- b) As-built drawings.
- c) Proposed mechanical, electrical, and plumbing (MEP) systems overview.
- d) Soil conditions based upon the geo-technical report provided by the architect.

- e) For certain projects, sustainable design strategies including LEED Silver certification and the client agency's policies and standards for healthy buildings.
- f) Phasing requirements, if any.

3. Preliminary Field Operation Analysis:

The Construction Administrator will perform the necessary investigation and planning in advance of preparing a plan of preliminary findings for project access strategy during construction. The analysis will be refined in the design development and contract documents issue phases. The plan will include, but not be limited to, the review of the following:

- a. Staging of work.
- b. Temporary walks.
- c. Means of egress and fall protection.
- d. Temporary partition schemes.
- e. Field operation locations.
- f. Temporary field utility usage and feeds.

4. Master Schedule:

At the start of the schematic design phase, the Construction Administrator will be given a copy of the updated DAS initial schedule as described in the pre-design phase.

The Construction Administrator will then create its master schedule based on the DAS' initial schedule. Utilizing CPM-based software, the Construction Administrator will assign a duration and relationship to each task, add or delete tasks, identify the logic of interrelationships and milestones, and perform schedule management activities to identify the project's critical path and timeline. The master schedule shall include all tasks from the pre-design phase through design, construction, and project closeout.

Items to be identified during subsequent refinements include milestones for departmental occupancy, shop drawing and Construction Administrator reviews, special support services, mobilization and demobilization, long lead item purchases, and float times.

5. Construction Cost Estimate:

Upon review of submitted schematic design documents, the Construction Administrator will prepare and distribute the second of five construction cost estimates for the four design phase submissions (pre-design, schematic design, design development, and contract documents).

As the design detail advances, the cost estimates will correspondingly reflect greater detail in the quantitative and qualitative analyses. A current cost data base will be utilized in conjunction with actual quantity takeoffs, knowledge of material and subcontractor availability, manpower and off-hour shift studies, weather considerations, and experience with systems and finishes on similar projects. Input from various trade contractors and vendors will also be sought. The format for this and subsequent estimates will utilize the standard Construction Specifications Institute (CSI) format.

After the submission of each phase construction cost estimate, the Construction Administrator will participate in the reconciliation of any differences between its cost estimate and that of the architect.

6. Action Item Agendas:

The Construction Administrator shall provide the "Action Item Agenda" reports to monitor the significant issues discussed at meetings and having an impact on the Project Schedule or budget, and to track the resultant activity. Typical issues will include, but are not limited to, programming, timetables, information requests by the Project consultants or end users, alternative systems data, unit costs, items to be concluded, etc. The "Action Item Agenda" report will be included with all Project progress meeting reports.

7. Value Engineering/Cost Reduction Alternatives:

The Construction Administrator will identify and recommend alternative materials, products, systems, equipment, or methods that could lead to project cost savings. These recommendations shall be identified in a timely manner so as not to impede the architect's design schedule. Impact on the construction

schedule and sequencing will be analyzed and reported. The process shall facilitate the selection of building systems by analyzing each system's impact on the project's construction budget and schedule and on the long-term operating costs of the project.

8. Site Conditions:

The Construction Administrator will evaluate the budget and schedule impact of known soils, subsurface geology, groundwater, unsuitable material, rocks, topsoil re-use, milled pavement, and associated site elements. In addition, the Construction Administrator will evaluate the impact of any easements, site restrictions, and the possible removal or relocation of existing equipment or buildings.

9. Materials Review:

The Construction Administrator will report on the advisability of materials selections and provide detailed information, including identification and potential availability of long lead/specialty items, durability, construction methodology, and special sequencing or protection.

10. Systems Review:

The Construction Administrator will conduct reviews of proposed roof, structural, mechanical, electrical, plumbing, conveyance, sprinkler, telecommunications, and life safety systems, and will consider initial cost, availability, impact on the overall program, comfort and convenience, long-term maintenance and operating costs, and impacts on schedule.

11. Space Requirements:

The Construction Administrator will conduct a review of the adequacy of space allotments for maintenance of mechanical, telephone, and fire protection equipment.

12. Submittals:

The Construction Administrator shall submit to DAS a bound report, in 8½-inch by 11-inch format, containing all necessary information, including schedules, reports, analyses, and estimates.

D. DESIGN DEVELOPMENT PHASE

1. The Construction Administrator shall update previously described tasks:

- a) Action Item Agendas.
- b) Document Review Reports.
- c) Constructability Reviews and Reporting.
- d) Project Phasing Review (if applicable).
- e) Advanced Field Operation Analysis.
- f) Schedule Refinement.
- g) Budget Refinement.

2. Value Engineering:

The Construction Administrator will identify and recommend alternative materials, products, systems, equipment, or methods that could lead to project cost savings. In addition, the Construction Administrator shall analyze furniture, computer, telecommunications, and finish systems not previously available.

3. Construction Cost Estimate:

Following issuance of design development documents, the Construction Administrator will prepare and issue the third of five construction cost estimates. The estimate shall be derived from actual takeoffs, subcontractor and vendor input, and material and labor cost data. All quantitative systems information shall be provided in detail. The Construction Administrator will immediately notify the DAS Project Manager if and when it becomes apparent the construction budget is exceeding the established budget (including inflation through construction) for the building and sitework.

4. Submittals:

The Construction Administrator shall submit to DAS a bound report, in 8½-inch by 11-inch format, containing all necessary information, including schedules, reports, analyses, and estimates.

E. CONTRACT DOCUMENTS PHASE

**1. 50% Contract Documents Phase Review:**

- a) The Construction Administrator shall update previously described tasks and the following tasks, and shall submit a "Document Review" report for the Contract Documents Phase:

1. Action Item Agendas.
2. Constructability Reviews and Reporting.
3. Project Phasing Review (if applicable).
4. Advanced Field Operation Analysis.
5. Schedule Refinement.
6. Budget Refinement.

- b) Construction Cost Estimate:

At 50% completion of the contract documents, the design team will present and submit copies of the project plans and manual. The Construction Administrator will prepare and issue the fourth of five construction cost estimates. The estimate shall be derived from actual takeoffs, subcontractor and vendor input, and material and labor cost data. All quantitative systems information shall be provided in detail.

- c) Value Engineering

The Construction Administrator will identify and recommend alternative materials, products, systems, equipment, or methods that could lead to project cost savings. In addition, the Construction Administrator shall analyze furniture, computer, telecommunications, and finish systems not previously available.

- d) Submittals:

The Construction Administrator shall submit to DAS a bound report, in 8½-inch by 11-inch format, containing all necessary information, including schedules, reports, analyses, and estimates.

**2. 100% Contract Documents Phase Review:**

- a) The Construction Administrator will work closely with the design team during this phase in order to submit its reports concurrently with the final contract documents from the design team.

The Construction Administrator shall update previously described tasks:

- Action Item Agendas.
- Document Review Reports.
- Constructability Reviews and Reporting.
- Advanced Field Operation Analysis.
- Project Phasing Review (if applicable).
- Schedule Refinement.
- Budget Refinement.

- b) Construction Cost Estimate:

At 100% completion of the contract documents, the design team will present and submit copies of the final project plans and manual. The Construction Administrator will prepare and issue the fifth and final of five construction cost estimates. The estimate shall be derived from actual takeoffs, subcontractor and vendor input, and material and labor cost data. All quantitative systems information shall be provided in detail.

c) Review Division 1 General Requirements:

Attend meetings and work sessions with owner, agency, and architect to recommend changes to the *General Conditions of the Contract for Construction* and *Division 1 General Requirements* and edit the Division 1 general requirements to make them project specific.

d) Document Review:

The Construction Administrator shall review the project drawings and the project manual to insure that systems, equipment, components, materials, and construction techniques are fully identified and specified, including interfaces between trades, so as to permit proper and complete bidder response.

e) Submittals:

The Construction Administrator shall submit to DAS a bound report, in 8½-inch by 11-inch format, containing all necessary information, including schedules, reports, analyses, and estimates.

F. BID PHASE

During the bid phase, the Construction Administrator shall:

1. Recommend changes to bid format instructions and working procedures to clarify alternate bids, supplemental bids, and unit price requests or materials supplied by others.
2. Participate in pre-bid conferences, route inquiries to the proper source for clarification, and recommend the issuance of addenda if appropriate.
3. Upon receipt of bids, participate with DAS in substantiating bidder qualifications and participate in the review of bid proposals to assure that they contain the intended value and scope required of the bidding documents.

G. CONSTRUCTION PHASE

1. Schedule

The Construction Administrator shall review and approve the initial critical path method schedule submitted to the State by the general contractor. The Construction Administrator shall review the schedule for compliance with the contract documents and inform the State of any deficiencies. The Construction Administrator shall record, monitor, review, and provide recommendations to the State on the shop drawings submittals' and procurement schedules' conformance with the contract documents and project conditions. During the progress of construction, the Construction Administrator shall obtain from the general contractor updated monthly schedules. It shall review them to identify potential variances from the scheduled completion dates. It shall also approve and review schedules for parts of the work not started or incomplete and recommend to the DAS and the general contractor adjustments (recovery schedules) in the schedules to meet the construction completion dates. It shall also provide monthly updated status reports documenting all changes to the master precedence network construction schedule and provide an impact analysis of any variances to the master precedence construction schedule.

2. Supervision and Inspection

The Construction Administrator shall inspect all work of the general contractor, subcontractors, and any additional service providers for compliance with the contract documents. The Construction Administrator shall review the shop drawings for compliance with the contract documents without assuming any of the liabilities or responsibilities of the architect for the project, hereinafter referred to as the Architect, or perform any construction work with its own forces, without the express, written consent of the Commissioner. The Construction Administrator shall act as the State's liaison with the general contractor for the project. It shall assist in understanding the intent of the contract documents. It shall assist in obtaining from the State additional details or information when required for proper execution of the work. The Construction Administrator shall also perform the following:



- a. The Construction Administrator shall conduct on-site daily inspections and monitor the work in progress to assist the DAS in determining if the work is in general proceeding in accordance with the contract documents.
- b. The Construction Administrator shall report to the DAS whenever any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise the DAS and the general contractor of work that it believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
- c. The Construction Administrator shall verify that tests, equipment and systems start-ups, and operating and maintenance training are conducted in the presence of appropriate personnel, and that the general contractor maintains adequate records thereof; and observe, record, and report to the DAS and the Architect appropriate details relative to the test procedures and start-ups.
- d. The Construction Administrator shall report to the Architect when clarifications and interpretations of the contract documents are needed. Clarifications and interpretations issued by the Architect shall be transmitted to the general contractor by the Construction Administrator after review thereof by the Construction Administrator.
- e. The Construction Administrator shall consider and evaluate the general contractor's suggestions for modifications to the drawings or specifications and report its related recommendations to the Architect and the DAS. The Construction Administrator shall then transmit to the general contractor decisions issued by the Architect.
- f. **The Construction Administrator shall review the safety program for the project provided by the general contractor. The Construction Administrator shall notify the general contractor and the DAS in writing of any deviations from the safety program. The Construction Administrator shall upon seeing an unsafe or threatening situation immediately inform the general contractor of the situation for the general contractor to take action, and also orally report this situation to the DAS PM.**

### 3. Project Meetings

The Construction Administrator shall provide and keep a log of all meeting minutes for meetings that it attends. The Construction Administrator shall establish and monitor project meetings, which meetings shall include, but not be limited to, the following:

- a. Meetings of the State, Architect, affected agency, and Construction Administrator. The actual frequency of the meetings shall be determined by the DAS Project Manager.
- b. Weekly coordination and review meetings of the Construction Administrator and the general contractor.
- c. All other meetings that State officials may require.

### 4. Documentation, Records, and Reporting

- a. The Construction Administrator shall maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work-directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, Architect clarifications and interpretations of the contract documents, progress reports, and other project related documents. The Construction Administrator shall verify periodically that the general contractor is keeping a full set, at the job site, of the contract documents and the corrections and clarifications made to them. The Construction Administrator shall monitor and review the as-builts before submittal of such to the Architect for review.
- b. The Construction Administrator shall keep a diary or log book recording the general contractor's hours on the job site, weather conditions, data relative to questions of work-directive changes, change orders or changed conditions, names of job site visitors, daily activities, decisions,

observations in general, and specific observations in detail as in the case of observing test procedures; and send copies to the Architect.

- c. The Construction Administrator shall record the names, addresses, and telephone numbers of the general contractor, subcontractors, and major suppliers of materials and equipment.
  - d. The Construction Administrator shall maintain a weekly photo log of events of any major activity.
  - e. The Construction Administrator shall prepare and provide to the State and the Architect monthly progress reports. Each monthly progress report shall include all items monitored for the past month and their relationship to the overall project including any recommendations.
  - f. The Construction Administrator shall examine submittals made by the general contractor 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 work. These services are to be performed within five (5) calendar days of receipt of such proposals so as not to delay the work. In the event that the incorporation of an approved substitution into the work will require revisions or additions to the contractual requirements, the Construction Administrator shall review and monitor all costs of such revisions or additions.
5. Change Orders

The Construction Administrator shall review, keep a log of and monitor all the approval processes for the requests for change orders received from the general contractor ensuring the inclusion of all back-up material. The Construction Administrator shall review the Architect's recommendation for any change order. The Construction Administrator shall perform an independent cost estimate and analysis including activity duration and schedule impact regarding the general contractor's change order request. The Construction Administrator shall forward its recommendation, along with the Architect's recommendation, to the State for approval. If requested by the State, the Construction Administrator shall negotiate the change order between the general contractor and the State. Negotiations shall include work to be performed, duration, cost, and schedule impact. All negotiation sessions shall have a written record of the meetings and exchanges prepared by the Construction Administrator for transmission to the State. The written record shall include inspection reports, progress reports, instructions given, a record of the general contractor's and the affected agency's statements, records of existing conditions, test reports, photographs, and a summary report on the merits of the requested change order.

6. Construction Budget

The Construction Administrator shall monitor and update the construction budget on a weekly basis, and submit a monthly report to the DAS identifying activity variances between actual, budget, and projected costs. The report shall include a trend analysis for the project and indicate the balance to date of the construction contingency for the project.

7. Project Close out

The Construction Administrator shall receive and review as-built drawings and submit them, if they are proper, to the Architect to produce the record drawings on mylars. Prior to the recommendation of final payment to the general contractor, the Construction Administrator shall receive and review, for completeness and compliance with the contract documents, maintenance and operation manuals, schedules, warranties and guarantees, bonds, and certificates of inspections, tests, and approvals. The Construction Administrator shall, in conjunction with the DAS and the Architect, who shall prepare a punch list, conduct an inspection to determine if the construction work is in compliance with the contract documents and is also in compliance with the State's life safety code. The Construction Administrator shall observe whether all items on the punch list have been completed and make recommendations to the Architect and the DAS concerning acceptance of the work. The Construction Administrator shall monitor the general contractor's progress and upon completion of the general contractor's work shall recommend that a final inspection be performed. The Construction Administrator shall then, in conjunction with the DAS and the Architect, perform a final inspection of the work. Contingent on this final inspection revealing the proper completion of the work, the Construction Administrator shall recommend in writing to the DAS acceptance of the work and final payment to the general contractor.

#### 8. Payments to General Contractor

The Construction Administrator shall review and, if appropriate, recommend for approval all of the general contractor's applications for payments. The Construction Administrator shall process such applications in accordance with the DAS' procedures and accounting requirements ensuring that the applications for payment include the Architect's signature and concurrence on the progress of the construction work. The Construction Administrator shall monitor the general contractor's payments made to its subcontractors and report to the DAS on any potential irregularities.

#### 9. Claims and Disputes

The action taken, services rendered, and data gathered by the Construction Administrator during contract administration are key elements with regard to construction claims. Upon direction of the Commissioner, the Construction Administrator shall perform the following:

- a. Administer the construction contract fairly and in accordance with the contract terms and conditions.
- b. Identify potential problems, evaluate the conditions involved, coordinate with the general contractor and Architect to prevent or minimize problems.
- c. Refute promptly, in writing, any written statements by the general contractor that are not correct.
- d. Keep in a separate file complete documentation of claims or potential claim activities.

### VI. ADDITIONAL SERVICES

If, in the opinion of the State, any service is required which is not usually furnished in construction administration practice and which is not included in this contract, either expressed or implied by the nature of the service, then the State shall, in writing, authorize the service and the related cost. The Construction Administrator's written selection of any service provider for retention under this article is to be submitted for approval by the State. The Construction Administrator shall adequately support, in writing to the State, its recommendations as to its selection of any such service provider. Any registered consultants retained under this article shall provide evidence of their competence by affixing their seals on any work prepared by them or under their supervision. The State shall reimburse the Construction Administrator for the cost of any services provided under this article and in addition shall also pay the Construction Administrator five percent (5%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit. When the Construction Administrator requests the need for any additional services provided under this article there shall be a minimum of three (3) written proposals obtained and forwarded to the State for approval. Should the Construction Administrator personally wish to perform any such additional services, the Construction Administrator shall submit to the State a written quotation of the cost of so performing such services. The quotation shall not include, nor shall the Construction Administrator be paid in connection with performing any such additional services, any amounts for overhead and profit.

### VII. OWNERSHIP OF WORK

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

### VIII. INSURANCE

The Construction Administrator for the duration of this contract, including any extension term, must carry insurance to protect the interest of the State. The Construction Administrator 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<br>\$500,000 policy limit |

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

C. Comprehensive Automobile Liability (to include owned, non-owned, and hired vehicles)  
Combined single limit: \$1,000,000 each occurrence

D. The Construction Administrator shall furnish evidence by way of a certificate of insurance that he/she/it has obtained a professional services liability insurance policy with \$1,000,000.00 each occurrence and per aggregate minimum coverage for negligence and errors and omissions. The insurance shall remain in effect during the entire duration of this contract, including such additional time period as may be necessary to complete specific projects, as hereinbefore set forth, and for eight years after substantial completion of the project. The policy shall provide that it shall indemnify and save harmless the State and its officers, agents, and employees from claims, suits, actions, damages, and cost of every name and description resulting from negligence and errors and omissions in the work performed by the Construction Administrator under the terms of this contract.

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

**IX. INDEMNIFICATION**

- (a) The Contractor shall indemnify, defend 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, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor 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. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor'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.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

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."

#### **X. ANTITRUST PROVISION**

The Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that the Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statutes §35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

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

#### **XI. NONPERFORMANCE**

If the Construction Administrator does not fulfill or complete its services in a timely and adequate manner, the State reserves the right to withhold monetary payments to the Construction Administrator until such time as the work is brought up to date in an adequate manner. The amount withheld shall be determined by the Commissioner. If the State is harmed by the Construction Administrator's nonperformance, the State shall be granted fair and equitable compensation by the Construction Administrator as determined by the Commissioner.

The State has the right for inspection on demand of the Construction Administrator's products. The State will accept only those products that meet reasonable professional standards.

#### **XII. SUSPENSION OF THE WORK**

- A. The State, at any time, may suspend all or any part of the services of the Construction Administrator. In such event, the Construction Administrator shall be given notice of such suspension in writing by registered or certified mail to the Construction Administrator's address as furnished to the State for purposes of receiving notices under this contract, by email to the Construction Administrator's email address as furnished to the State for the purpose of notices, or by hand delivery.
- B. Upon receipt of such notice, the Construction Administrator shall immediately discontinue all services affected (unless the notice directs otherwise). The mailing, email or hand delivery of such notice shall preclude any claim on the part of the Construction Administrator as to failure to receive notice of such suspension.
- C. In the event of suspension by the State as noted above, the Construction Administrator shall be entitled to such compensation as the State 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 Construction Administrator pursuant to this contract shall be applied as payment on the fees for 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 Construction Administrator 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 Construction Administrator 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.

### **XIII. TERMINATION OF CONTRACT**

- A. Notwithstanding any provisions or language in this contract to the contrary, the Commissioner or his/her designee, duly authorized, 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 affected by delivery to the Contractor of a written notice of termination, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its Performance under the contract prior to such date.
- B. The notice of termination shall be sent by registered or certified mail, return receipt requested, to the Contractor's address as furnished to the State for purposes of receiving notices under this contract, by email to the Contractor's email address as furnished to the State for the purpose of notices, or by hand delivery. The mailing, email or hand delivery of such notice shall preclude any claim on the part of the Contractor as to failure to receive notice of such termination.
- C. Upon receipt of such notice of termination, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all Records, including but not limited to: data, drawings, specifications, reports, estimates, summaries, including Records in electronic, magnetic or in other intangible form, and such other information and materials as may have been accumulated by the Contractor 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 Contractor shall deliver the Records to the State no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from the State for the Records.
- D. Upon receipt of a written notice of Termination from the State, the Contractor shall cease operations as the State directs in the notice, and take all actions that are necessary or appropriate, or that the State may reasonably direct, for the protection, and preservation of the work product. Except for any work which the State directs the Contractor to perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments. Upon request by the State, the Contractor shall assign to the State, or any replacement contractor which the State designates, all subcontracts, purchase orders and other commitments, deliver to the State all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of the Contractor's property, equipment, waste material and rubbish related to its Performance, all as the State may request.
- E. If the termination is for the convenience of the State, the Contractor 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 or designee shall determine the amount of such compensation.
- F. If the termination is for reason of failure of the Contractor 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 Contractor shall be liable to the State for any additional costs occasioned to the State thereby.

- G. If after notice of termination for failure of the Contractor to fulfill its contract obligations it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the State. In such event, the Contractor shall be entitled to reasonable compensation as provided in Section B of this article.
- H. If the Contractor is a sole proprietor and the Contractor should die during the term of this contract, this contract shall be considered terminated. In the event of such termination, the Contractor'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 Records as indicated in Section B of this article prepared under this contract. The Commissioner or designee shall determine the amount of such payment.
- I. Upon Termination of the Contract, all rights and obligations except as specified in this article shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- J. Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the State.

#### **XIV. SUCCESSORS AND ASSIGNS**

If the Construction Administrator is a sole proprietor and the Construction Administrator should die during the term of this contract, this contract shall be considered terminated. In the event of such termination, the Construction Administrator'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. The Construction Administrator shall not assign, sublet, or transfer any rights under or interest in this contract without the written consent of the State. No assignment will release or discharge the Construction Administrator from any duty or responsibility under this contract. The Construction Administrator shall be responsible to the State for acts and omissions of its own employees and any of its service providers hereinbefore mentioned and their employees.

#### **XV. FORCE MAJEURE**

Neither party shall be liable to the other nor deemed to be in breach of this contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God, wars, fires, floods, epidemics, quarantine restrictions, strikes, or freight embargoes. Irrespective of the occurrence of any of the foregoing events or circumstances the Construction Administrator shall take reasonable measures to mitigate any damage caused thereby.

#### **XVI. WAIVERS**

All conditions, covenants, duties, and obligations contained in this contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal and/or equitable remedies to that party.

#### **XVII. SEVERABILITY**

If any of the provisions of this contract are declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of the obligations under any such provisions. The remainder of the contract shall be enforced to the fullest extent permitted by law.

#### **XVIII. ENTIRE CONTRACT**

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.

#### **XIX. 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 Contractor 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.

## **XX. CONFIDENTIALITY OF DOCUMENTS**

- A. The Contractor agrees on behalf of the Contractor and the Contractor'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 Contractor's work and duties under this contract. This limitation on use applies to those items produced by the Contractor, as well as to those items received by the Contractor from the Department of Administrative Services or others in connection with the Contractor's work and duties under this contract.
- B. The Contractor 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 Contractor 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 the DAS deems any such drawings, specifications, maps, reports, records or other documents are no longer needed, they shall be destroyed.

## **XXI. NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS, NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION, EXECUTIVE ORDERS, ANTI-HARASSMENT AND DISCRIMINATION 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 "Construction Administrator."

### **A. NONDISCRIMINATION.**

- (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;



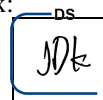
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- 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) 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 (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, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

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**B. EXECUTIVE ORDERS AND OTHER ENACTMENTS.**

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- (b) 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 this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

C. **Anti-Harassment and Discrimination.** This contract is subject to the provisions of the Department of Administrative Services' Anti-Harassment and Discrimination 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 Conn. Gen. Stat. §9-612 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 Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

**XXII. 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 Contractor takes or threatens

to take any personnel action against any employee of the Contractor 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 Contractor 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 (i) 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 Contractor.

### **XXIII. ANNUAL CERTIFICATION**

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

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

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

### **XXV. EFFECTIVE DATE OF CONTRACT**

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

### **XXVI. 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.

### **XXVII. AUDIT AND INSPECTION OF PLANTS, PLACES OF BUSINESS AND RECORDS.**

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this

Agreement. The Contractor shall remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Agreement's setoff provision.

- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

### **XXVIII. 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 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.

### **XIX. ACCESS TO CONTRACT AND STATE DATA.**

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

### **XXX. 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 proposal without fraud or collusion with any person.

**XXXI. LARGE STATE CONTRACT REPRESENTATION FOR OFFICIAL OR EMPLOYEE OF STATE AGENCY.**

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 State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

**XXXII. IRAN INVESTMENT ENERGY CERTIFICATION.**

- (a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

**XXXIII. CONSULTING AGREEMENT REPRESENTATION.**

Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

|                             |                              |
|-----------------------------|------------------------------|
| Consultant's Name and Title | Name of Firm (if applicable) |
|-----------------------------|------------------------------|

|            |          |      |
|------------|----------|------|
| Start Date | End Date | Cost |
|------------|----------|------|

The basic terms of the consulting agreement are: \_\_\_\_\_  
\_\_\_\_\_

Description of Services Provided: \_\_\_\_\_  
\_\_\_\_\_

Is the consultant a former State employee or former public official?     YES                       NO

If YES: \_\_\_\_\_  
Name of Former State Agency    Termination Date of Employment

**XXXIV. NOTICES**

The Engineer 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: Mark DuPré, Vice President  
Address for registered or certified mail: 280 Trumbull Street, 14th Floor, Hartford, CT 06103  
Address for hand delivery: 280 Trumbull Street, 14th Floor, Hartford, CT 06103  
Email: [Mark.DuPre@STVInc.com](mailto:Mark.DuPre@STVInc.com)

**IN WITNESS WHEREOF**, the State, acting herein by its Commissioner of the Department of Administrative Services, or his/her designee, duly authorized, and the Construction Administrator have executed this contract.

State of Connecticut

STV Construction, Inc.

DocuSigned by:  
*Jenna Padula*  
45E0808FEF92400...  
Jenna Padula  
\_\_\_\_\_  
Director, Office of Legal Affairs, Policy  
and Procurement  
Department of Administrative Services  
Date signed: 5/11/2023

DocuSigned by:  
*James D. Kolb*  
By: ACB085FBA03E423...  
\_\_\_\_\_  
Print name: James D. Kolb  
Its Senior Vice President, Duly Authorized  
Date signed: 5/9/2023

Approved as to form:

**Jeffrey Zeman**  
Digitally signed by Jeffrey Zeman  
Date: 2023.05.11 10:47:36 -04'00'  
\_\_\_\_\_  
Attorney General

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

**EXHIBIT A****HOURLY RATE SCHEDULE****On-call Construction Administrator Contract  
(Consultant Services for Minor Capital Projects)****No. OC-DCS-CAM-0013**

| <b>Labor Category</b>               | <b>Per hour</b> |
|-------------------------------------|-----------------|
| Principal                           | \$220.00        |
| Senior Project Manager              | \$185.00        |
| Chief Estimator                     | \$175.00        |
| Scheduler                           | \$166.00        |
| Project Manager                     | \$155.00        |
| Superintendent / MEP Superintendent | \$145.00        |



## **EXHIBIT B**

### **COMMISSIONING AGENT**

The Commissioning Agent or its staff designated for a project shall satisfy the following requirements:

1. Has acted as the principal Commissioning Agent for at least three projects of relative size and complexity to the assigned project over the past three (3) years.
2. Has had recent extensive experience with sustainable design and construction projects, specifically LEED projects.
3. Possesses extensive knowledgeable in building operation and maintenance training.
4. Possesses extensive experience with operation and trouble shooting of Heating/Ventilation/Air Conditioning (HVAC) systems and energy management systems.
5. Is knowledgeable in testing and balancing of various media systems.
6. Has experience with high performance system design and HVAC control strategy optimization.
7. Possesses excellent verbal and written communication skills; is highly organized; and is able to interact effectively with designer professionals, owner and contractor's project management staff as well as technicians and tradesmen.
8. Has extensive experience in writing commissioning specifications.
9. Has staff designated for this project who are licensed by the State of Connecticut as Professional Engineers in mechanical or electrical engineering. Trade and contracting licensure is also desirable.
10. The Commissioning Agent staff shall be certified in building commissioning by the Building Commissioning Association or the Association of Energy Engineers.

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

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

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

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

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>STV Construction, Inc.</b> | Address<br><b>280 Trumbull Street, 14th Floor<br/>Hartford, CT 06103</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 On-Call Construction Administration Consultant Services - Minor Capital Projects under DAS Contract No. OC-DCS-CAM-0013

**Declaration by Purchaser**

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

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

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

By: Jenna Padula Director, Office of Legal Affairs, Policy and Procurement 5/11/2023  
45E0806FEF92400... Signature of authorized person Title Date

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

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



DEPARTMENT OF ADMINISTRATIVE SERVICES

May 11, 2023

On Call Contract for Construction Administration  
Consultant Services for Minor Capital Projects  
**Contract Number: OC-DCS-CAM-0013**

James D. Kolb  
STV Construction, Inc.  
280 Trumbull Street, 14<sup>th</sup> Floor  
Hartford, CT 06103

Dear Mr. Kolb:

Your *On-Call Contract for Construction Administration Consultant Support Services for Minor Capital Projects* dated **May 11, 2023**, has been fully executed and approved by all concerned parties. We are forwarding herewith a copy of this contract.

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

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

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

If you should have any questions in regard to the above, please contact **Craig Russell, Director, Construction Support Services**, at [craig.russell@ct.gov](mailto:craig.russell@ct.gov).

Sincerely,

*Tatiana Keating*

Tatiana Keating  
Legal Services Unit

Enclosures:      Contract: **OC-DCS-CAM-0013**  
                            CERT-134

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

*Affirmative Action/Equal Opportunity Employer*

OFFICE OF LEGAL AFFAIRS, POLICY AND PROCUREMENT

450 Columbus Boulevard, Suite 1307, Hartford, CT 06103