

**STATE OF CONNECTICUT
BOARD OF REGENTS FOR HIGHER EDUCATION**
39 Woodland Street, Hartford, CT 06105

Original Amendment ID # _____

State Contracting Agency: Board of Regents for Higher Education
On behalf of the Connecticut State University System

Street: 39 Woodland Street

City: Hartford State: CT Zip: 06105

Tel#: (860) 723-0061

Hereby enters into a Contract with:

Contractor's Name: Perkins + Will Architects PC

Street: 225 Franklin Street, Suite 1100

City: Boston State: MA Zip: 02110

Tel#: (617) 406-3409 E – MAIL: David.Dymecki@perkinswill.com FEIN/SSN: On file

The term of this contract is from 06/ 01 / 2014 through 12/ 31 / 2017
This Contract shall become effective as of the date of signature by the Contracting Agency's authorized official and, where applicable, the date of approval by the Connecticut Office of the Attorney General (OAG). Upon such execution, this contract shall be deemed effective for the entire term. No amendment to this contract shall be valid or binding upon the parties unless made in writing, signed by the parties, and, where applicable, approved by the OAG.

State Contracting Agency agrees to make payment to the Contractor.
Total Contract shall not exceed \$1,916,500.00

Contractor should address all contract questions to:
Keith Epstein, 61 Woodland Street, Hartford, CT 06105 – Tel # (860) 723-0061 – epsteink@ct.edu
Contractor should address all questions regarding the scope or performance of services to:
Keith Epstein, 61 Woodland Street, Hartford, CT 06105 – Tel # (860) 723-0061 – epsteink@ct.edu
Contracting Agency should address all contract questions to:
David Dymecki, 225 Franklin Street, Suite 1100, Boston, MA 02110 – Tel #(617) 406-3409
david.dymecki@perkinswill.com

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Banner Program Code:			

SECTION 1 - DESCRIPTION OF SERVICES AND / OR PRODUCTS

Perkins + Will Architects PC (“Perkins + Will” or “Contractor”) shall provide University Master Plan Updates (“UMPU”) to the Board of Regents for Higher Education on behalf of Connecticut State University System (“BOR”, “Universities” or “BOR System”). The Connecticut State University System consists of Central Connecticut State University (“CCSU”), Eastern Connecticut State University (“ECSU”), Southern Connecticut State University (“SCSU”) and Western Connecticut State University (“WCSU”) (each also independently referred to as the “University” or “Institution” or “School”). The UMPU shall assist the Universities to project for their capital needs based on space utilization, program projections and facility conditions for the next ten (10) years.

I. SCOPE OF SERVICES

University Master Plan Updates shall be completed in a series of five primary tasks, following the schedule set forth in Section II:

Task 1: Project Initiation

Task 2: Assessment and Analysis

Task 2A: University Assessment, Needs Forecast and Analysis

Task 2B: Buildings & Grounds Assessment

Task 2C: Program for the Master Plan

Task 2D: Stakeholder Engagement

Task 3: Master Plan Scenarios

Task 4: Recommendations

Task 5: Digital Plan Updates (for SCSU and WCSU only)

A. ***Task 1: Project Initiation*** - The objectives of this task are to establish a project team and communication protocol; collect university and system-wide data; and establish project goals, success metrics, and project strategy.

1. *University Internal Preparation.* Each University shall:

- a. Identify scheduling point of contact person.
- b. Identify the University Master Plan Advisory Committee (“Advisory Committee”).
- c. Provide the Contractor’s consultant team with complete and accurate University background information that includes, but is not limited to: Historic and projected enrollment; strategic and academic plans; building physical condition information; inventory of space use on campus; ongoing capital projects; Computer-aided design (CAD) drawings of all existing buildings and floors; CAD drawings of campus infrastructure systems; current faculty and staff lines; tabular course schedule; and list of active grants.

2. *Perkins + Will.* After receiving the background information from the University, Perkins + Will shall:

- a. Review and organize the background information.
- b. Produce a summary of the existing information and identify the gaps in the information that is required for the study.
- c. Issue University Conditions Assessment Survey –Prepare and issue a Conditions Assessment Survey to University appointed personnel for self-reporting on conditions of buildings, infrastructure, and site features.
- d. Kick-Off and Strategy Session at the University
 - i. Overview-Level Campus Tour – Conduct an overview tour of the institution with the main point of contact to become familiarize with the buildings and grounds.
 - ii. Kick Off Meeting –Meet with main point of contact at the University to review the plan approach and schedule, and prepare for University Strategy Work Session.

- iii. University Strategy Work Session – Facilitate a University Strategy Work Session with the Advisory Committee to review project goals and success metrics as well as BOR system-level initiatives and objectives for facilities investment. Topics for discussion may include, but are not limited to:
 - (a) Strategic objectives of the University and their alignment with BOR system objectives,
 - (b) University enrollment projections, growth strategy, academic focuses, and alignment with system-wide enrollment and objectives,
 - (c) Differentiation of the University within the BOR system, and
 - (d) Overall capital capacity of the University within the BOR system, and capital priorities.
3. *Deliverables*. Upon completion of this task, Perkins + Will shall provide to the University and the BOR:
- a. A summary of the project goals and success metrics from the strategy work session,
 - b. A tabular listing of source files to draw upon including a gap analysis summary of the gaps in information on the University,
 - c. Any adjustments to the project scope/schedule based on the above and a listing of any new information sources requested,
 - d. Meeting minutes for the kick off meeting, orientation work session,
 - e. A project schedule with major milestones, and
 - f. During a final meeting when deliverables are presented, the BOR and the Advisory Committee shall identify any required changes to the items presented. These changes shall be made and approved by the BOR prior to moving forward to Task 2.

B. Task 2: Assessment and Analysis - The objectives of this task are to understand the history, mission, academic programming, and context of the University; conduct an assessment of the buildings and grounds to understand the physical conditions of the University’s assets; and develop the program for the master plan to understand the existing space and space needs in the context of program objectives, enrollment, and system-wide objectives.

- 1. *University Internal Preparation*. Each University shall:
 - a. Identify points of contact and personnel involvement at the University, including –
 - i. Facilities participation in the Conditions Assessment Survey work session, and
 - ii. Interviewees for program interviews.
 - b. Collect completed Conditions Assessment Survey forms. The BOR shall review the survey for system-level approval.
- 2. *Perkins + Will*. Task 2A: University Assessment, Needs Forecast and Analysis. After receiving written confirmation that the BOR is prepared to move forward, Perkins + Will shall complete the following activities:
 - a. Review Background Information – Review the University and its characteristics including history, mission and strategic plan, academic programming, and context. Perkins + Will shall gather and review the received background information that shall inform and shape the UMPU.
 - b. Prepare University Overview Report – Perkins + Will shall document the findings from the background review in a University Overview Report. The report shall include the following information:
 - i. History – Summarize the history of the institution using existing documentation.
 - ii. Mission and Strategic Plan – Summarize the mission and strategic plan of the University.

- iii. Institution Location – Summarize the University location and its relationship to major population centers, other institutions of higher education, and state borders. Document the findings in a narrative and a graphic format.
 - iv. BOR System Connectivity – Summarize the role of the University within the context of the BOR System, and describe the physical proximity to other BOR institutions.
 - (a) Describe the University’s stated role within the BOR system, based on University and the BOR system-level documentation, and the programs and facilities that substantiate the role.
 - (b) Describe programmatic connections between the University and other BOR institutions that result in or could result in student transfer articulation, referencing the University’s strategic and academic plans, as well as other BOR system-level objectives.
 - v. Enrollment Projections and Strategy –
 - (a) Present the University’s enrollment projections and enrollment strategy.
 - (b) Present the BOR system-level enrollment projections and strategy for the University.
 - (c) Identify alignment and misalignment between the University and BOR system figures.
 - vi. Areas of Focus and Academic Program Growth –
 - (a) Summarize the University’s areas of focus and program growth.
 - (b) Identify the alignment between the areas of focus and the BOR system-level objectives, including opportunities for connectivity with the community colleges and Charter Oak State College.
 - (c) Identify opportunities to improve alignment with the BOR system-level objectives.
 - vii. Research – Summarize the University’s major research efforts, referencing research centers and institutes and grant expenditures.
 - viii. Student Life, Recreation, and Athletics –
 - (a) Summarize the characteristics of student life on campus referencing major programs, initiatives, and organizations.
 - (b) Summarize the recreation activities available to students.
 - (c) Summarize the University’s intercollegiate athletic programs.
 - ix. Administrative Organization – Summarize the University’s administrative organization based on organization charts provided by the University.
 - x. On Campus Student Housing – Summarize the current quantity and basic character of on campus student housing.
- c. Presentation of Overview Report–
- i. Present Draft Overview Report - Present the draft findings to the University Advisory Committee. A written summary shall be provided upon request of the BOR. The University and the BOR shall review and provide comments to the draft report.
 - ii. Revise Draft – Revise the draft findings based on feedback received from the Advisory Committee and the BOR.
 - iii. Final Overview Report –Provide final recommendations to the University and BOR in electronic format.
3. *Perkins & Will*. Task 2B: Buildings & Grounds Assessment. Perkins + Will shall:
- a. Review Background Information –
 - i. Review background information regarding buildings and grounds conditions, including past master plans and other studies, system operations documentation, and historical operating records.
 - ii. Prepare an initial buildings and grounds assessment to prepare for site visits, inclusive of the following elements: Campus Land Use, Campus Zones, and Development Potential; Circulation and Parking; Open Space and Landscape.

- iii. Review the infrastructure capacity, conditions, and historic usage data provided by the University. Prepare a narrative describing the conditions, functionality and capacity of infrastructure systems.
- iv. Collect the completed Conditions Assessment Survey from the University.
 - (a) Review the survey in preparation for the Work Sessions to Review the Conditions Assessment.
 - (b) Prepare questions for the University.
- v. Review available Geographic Information System (GIS) information regarding potential wetland resource areas and soils information for the campus.
- b. Building & Grounds Assessment Site Visit –
 - i. Site Tour – Tour the University buildings and grounds with the following Perkins + Will consultants: Civil Engineer, Landscape Architect, Mechanical Engineer, Electrical Engineer, Plumbing and Fire Suppression Systems Engineers, IT Consultant, Sustainability Consultant and Structural Engineer
 - ii. Work Session to Review Condition Assessment Survey for Buildings – Conduct a work session with University representation from facilities and operations to review the Condition Assessment Survey that was completed prior to the visit, identify areas of missing information, and identify areas of poor condition.
 - (a) During this work session, Perkins + Will shall identify a minimum of a third of the buildings on campus for future survey audits.
 - (b) The audits conducted by the Perkins + Will team of architects and engineers shall consist of a field inspection and more detailed discussion with the University’s facilities management and operations personnel. The Perkins + Will team of Mechanical, Electrical, Plumbing, IT and structural engineers shall be present.
 - iii. Work Session to Review Condition Assessment Survey for Infrastructure and Grounds) – Hold a second work session with University representation from facilities and operations to review the Condition Assessment Survey for the subjects of infrastructure and site utilities. The Perkins + Will civil engineer and landscape architects shall be part of this work session.
- c. Review of Landscape and Open Space Planning –
 - i. Planting Palette – Prepare a narrative describing the existing condition of the planting palette.
 - (a) Prepare a narrative describing the Contractor’s recommendations for changes to the University’s planting plan based on problems that were identified during the Conditions Assessment Survey review and best practices.
 - (b) The narrative shall describe the strategy elements of the planting plan and identify the typologies and characteristics of plantings, but will not specify plants.
 - ii. Open Space Planning – Prepare a narrative and campus diagram describing the existing condition of campus open spaces and open space hierarchy.
 - (a) Prepare a narrative and overview campus diagram describing the recommendations for campus open spaces and open space hierarchy based on problems that were identified during the Conditions Assessment Survey review and best practices.
 - iii. Streetscape Planning – Prepare a narrative and campus diagram describing the existing streetscape conditions on campus.
 - (a) Prepare a narrative and overview campus diagram describing the recommendations for streetscape planning based on problems that were identified during the Conditions Assessment Survey review and best practices.
 - iv. Campus Safety – Prepare a narrative describing the existing campus safety goals and strategies on campus.
 - (a) Prepare a narrative of opportunities to advance campus safety based on what is identified during the Conditions Assessment Survey review and best practices.

- d. Review Master Plan Level University Standardized Design Features –
 - i. Review the University standardized design features for building and site design that are included in the existing Master Plan.
 - ii. Prepare a narrative of problems with the University standardized design features that were identified during the Condition Assessment Survey review.
 - iii. Prepare a narrative describing our recommendations for future studies to conduct a full technical review and update the specifications for standardized design features.
 - e. Buildings & Grounds Assessment Site Visit 2 –
 - i. Condition Assessment Survey Building Audit–
 - (a) Tour the buildings that were identified as needing further study in the Condition Assessment Survey Work Session. A team of Perkins + Will architects and engineers shall conduct the building tours. During the tours, categories of the Conditions Assessment Survey shall be confirmed or updated.
 - (b) Produce an updated Conditions Assessment Survey Excel file to present the Contractor’s findings to the University and the BOR.
 - ii. Condition Assessment Survey Site Audit–
 - (a) A team of Perkins + Will architects, civil engineers and landscape architects will tour the site for review of key components of the Conditions Assessment Survey and to inform documentation and recommendations.
 - f. Documentation and Presentation –
 - i. Documentation – Perkins + Will shall compile the findings from the Building & Grounds Assessment phase into a report. The report shall include a narrative description and diagrams and graphic representation of findings. The report will include the following components:
 - (a) Campus Land Use, Campus Zones, and Development Potential,
 - (b) Circulation and Parking Assessment (Please note that this is not a detailed traffic and parking analysis),
 - (c) Open Space and Landscape Assessment,
 - (d) University Standardized Design Features Review,
 - (e) Building Condition Assessment, and
 - (f) Infrastructure and Site Utility Condition and Capacity Assessment.
 - ii. Present Draft Buildings & Grounds Assessment –Present the draft findings to the University Advisory Committee during a meeting on campus. The Advisory Committee and the BOR shall review the draft finds and submit their comments on the draft report to Perkins +Will.
 - iii. Perkins + Will shall take minutes from all the meetings held at the University during the assessment period and provide them to the BOR..
 - iv. Revise Draft –Revise the draft findings based on feedback received from the Advisory Committee and the BOR.
 - v. Present Final Buildings & Grounds Assessment – Transmit the final recommendations to the University and the BOR in print ready Portable Document Format (“PDF”). If requested by the University or the BOR, a meeting to discuss the recommendations shall take place.
4. *Perkins + Will*. Task 2C: Program for the Master Plan –
- a. Perkins + Will shall complete the following scope of work with their academic planner, Scott Blackwell Page. Initiation and Data Gathering:
 - i. Review Statistical Data Sets –
 - (a) Review the information provided by the institution, per the data request.
 - (b) Hold follow up meetings with the University personnel to verify data integrity and review any discrepancies that is identified.

- ii. Historical and Projected Student Enrollment –
 - (a) Prepare a summary of student enrollment history (at least five (5) years).
 - (b) Prepare a side-by-side summary of the institution’s student enrollment projections and the BOR system-level student enrollment projections for the University. Perkins + Will shall utilize University and BOR system-provided information.
 - (c) Prepare a narrative summarizing the degree of alignment between the University and the BOR’s system-level student enrollment projections. The narrative summary shall identify opportunities for University alignment with the BOR’s system-level objectives.
 - iii. Current and Projected Faculty and Staff –
 - (a) Prepare a summary of current faculty and staff levels by department.
 - (b) Prepare a summary of faculty and staff projections to correspond with the student enrollment projections.
 - iv. Program Site Visit –
 - (a) Program Initiation Work Session – Meet with the Provost and any other Advisory Committee members that the University would like to have in attendance to understand the current status of the University’s academic programs and enrollment planning and identify gaps and current issues to be addressed in the space needs analysis. Perkins + Will shall discuss the process and identify key institution planning issues and priorities, as well as facilities strengths and weaknesses.
 - (b) Round 1 Programming Meetings – Conduct fourteen (14) initial programming meetings. Perkins + Will shall meet the heads / Deans of each University division. During these meetings, the discussions shall include the subject of the uniqueness of the University programs to gain information that allows better modeling of space needs. Each interview will be at least forty-five (45) minutes long with time divided between discussion and space walk-through as required. The meetings shall be used to review the quantity and quality of existing space and to review the current and projected enrollment, staffing, and research levels. The meetings shall allow for discussion of the specific needs of the various schools within the institution relative to the growth of and changes occurring in the school’s programs or in the instructional delivery environment. The meetings shall provide Perkins + Will with the information needed to produce the space needs assessment based on the unique conditions existing in each of the Universities schools.
- b. Existing Space Use and Space Needs Analysis –
- i. Analysis of Existing Space Use –
 - (a) Utilize the existing space inventory to analyze existing space use.
 - (b) Report the total gross square feet and net assignable square feet of facilities by building.
 - (c) Report the distribution of space use by space type and department.
 - ii. Space Guidelines for Needs Forecast –
 - (a) Prepare a narrative summarizing the space guidelines or space factors used by the institution in prior master planning studies.
 - (b) Prepare a narrative summarizing the recommended space guidelines by space type for the institution. The guidelines shall be based on benchmarking analysis information provided by the University and by comparing space guidelines of similar institutions.
 - iii. Space Needs Analysis –
 - (a) Prepare a narrative describing the space needs analysis methodology.
 - (b) Prepare a space needs analysis to project institution space needs over the 10-year period beginning with the date of the institution master plan update. The analysis projection shall be based on academic program projections, student enrollment projections, and faculty and staff projections.

- (c) The space needs analysis shall present the institution space needs by academic unit and major space type category, employing the categories listed below. The analysis shall compare the space needs and the current supply of space in each category for an understanding of the current level of deficit or surplus.
- 1) Classroom space needs,
 - 2) Teaching laboratory space needs,
 - 3) Research space needs,
 - 4) Faculty office space needs, including service and conference space,
 - 5) Other departmental space needs such as non-medical clinics, greenhouses, performance facilities, video recording facilities and archival storage facilities,
 - 6) Library space needs, using guidelines for collections, reader stations, and public service or staff spaces,
 - 7) Administrative office needs, calculated for administrative units by Vice President,
 - 8) Student center space needs, taking into account the impact of multiple delivery sites,
 - 9) Recreation and athletic space needs, based on sports offered and competition level,
 - 10) Residential facility space needs, based on current and anticipated residency levels, and
 - 11) Campus support space needs, including physical plant operations, public safety, central warehousing, and other support services.
- iv. Round 2 Programming Meetings– Hold up to six (6) follow up program meetings with the Provost and the Deans of each school and college at the University. Each program meeting will last at least forty-five (45) minutes.
- v. Refine Space Needs Analysis – Refine the space needs analysis based on the findings of the Round 2 program meetings.
- c. Classroom and Teaching Laboratory Utilization Analysis –
 Analysis of Classroom and Teaching Lab Utilization –
- i. Analyze the course schedule from the fall semester preceding the study for classroom and teaching lab utilization.
 - ii. Report the average fill rate, average utilization rate based on room hours, and composite overall room utilization (efficiency) for each classroom and teaching lab.
 - (a) Prepare a summary of the average daily and weekly utilization rates.
 - (b) Compare the actual figures to the utilization target metrics for each classroom and teaching lab.
 - iii. Summarize classroom and teaching lab utilization by building and academic department (where departmental ownership is applicable).
 - iv. Prepare a narrative describing the opportunities to improve classroom and teaching lab utilization and decrease the required assignable square feet.
 - (a) The factors of room size distribution, pedagogy capability, condition, and course scheduling policies (standard class times) shall be considered.
 - (b) Include in the narrative recommendations for reclassifying rooms that demonstrate low utilization.
- d. Peer Institution Comparison –
 Benchmarking Existing Space Use and Space Needs Forecast –
- i. Benchmark the existing space use of the institution against five (5) peer institutions. The data shall be based on a full time student equivalent.
 - ii. Benchmark the space needs forecast against the same five (5) peer institutions.
- e. Presentation of Draft Space Needs Analysis –

- i. Draft Space Needs Analysis Presentation – Present an executive summary of the draft space needs analysis, classroom and teaching lab utilization, and peer institution comparison to the Advisory Committee and to the BOR.
 - f. Preparation and Presentation of Final Space Needs Analysis –
 - i. Refine Space Needs Analysis – Refine the space needs analysis based on feedback received in the previous task, presentation of the draft analysis.
 - ii. Final Space Needs Analysis Presentation to the University – Submit the final space needs analysis to the University in print ready PDF.
 - iii. Final Space Needs Analysis Presentation– Present the final space needs analysis to the Academic Affairs Committee of the BOR. If requested by the University or the BOR, a presentation of the Space Needs Analysis shall be given to the BOR.
- 5. *Perkins + Will*. Task 2D: Stakeholder Engagement –
 - a. Faculty and Staff Roundtable Discussions –
 - i. Hold five (5) themed roundtable discussions for faculty and staff, on dates and times to be determined by mutual agreement. The roundtables shall be organized around themes that are important at the University. The intention of the roundtables is to bring stakeholders together from different groups or departments to discuss similar objectives and innovative programs, and their related facilities opportunities and constraints. Each roundtable will be 90-minutes long and are anticipated to consist of six (6) to ten (10) participants.
 - ii. The roundtable discussion themes will be determined in discussion with the University. Potential themes may include, but are not limited to: Future Pedagogies and Delivery, Interdisciplinary Collaboration, The New Library, the Student Services Experience, Engaging Students On Campus, Living Learning Communities, Athletics and Recreation.
 - b. Student Roundtable Discussions –
 - i. Hold five (5) themed roundtable discussions for students, on dates and times to be determined by mutual agreement. The roundtables shall be organized around themes that are important at the University. Each roundtable will be 90-minutes long and are anticipated to consist of fifteen (15) to twenty (20) participants.
 - ii. The roundtable discussion themes shall be determined in discussion with the University. Potential themes may include, but are not limited to: Learning in and Out of the Classroom, Living and Learning on Campus, Your Library Experience, Streamlining Student Services, Recreation and Athletics.
 - c. MindMixer Online Student Engagement –
 - i. MindMixer is a web-based application that assists with the digital community engagement.
 - (a) Build a website for the University Master Plan on the MindMixer platform that members of the University community can visit to learn about the project and offer their experiences and feedback on specific subjects, determined by Perkins + Will.
 - (b) MindMixer uses a range of tools including polls, surveys, open idea submission, and photo or video sharing. Unlike more traditional survey-based digital engagement, MindMixer enables members of the community to engage in two-way conversations. The platform allows community members to respond to ideas in a more dynamic way, fostering greater engagement and allowing for new ideas. MindMixer also allows members of the community to participate based on their schedule, reducing schedule conflict as a barrier to process participation.
 - ii. Prepare a framework plan for the MindMixer University community engagement. The themes shall be determined in discussion with the University, but may include themes such as, but are not limited to: The Future of [University], Our Community, Your Favorite Places, Learning Environments, Transportation and Parking, Sustainability, as well as themes around specific buildings or local issues.
 - iii. Facilitate the interactions on MindMixer and prepare a harvest report of the ideas collected.

- iv. Provide meeting minutes, idea summaries and photographs to the University.
- v. The MindMixer platform will be active for twelve (12) weeks and open for University participation for ten (10) weeks (the first two (2) weeks are for set-up).

C. Task 3: Master Plan Scenarios – The objectives of this phase are to develop master plan update guiding principles and strategy; develop three (3) concept master plan scenarios; and identify one master plan scenario to develop in the final mater plan report.

1. *University Internal Preparation.* In order to move forward with *Task 3: Master Plan Scenarios*, the Advisory Committee shall need to approve the content developed in Task 2.
2. *Perkins+Will.* After confirming the approval by the Advisory Committee, Perkins+Will shall:
 - a. Develop Guiding Principles and Strategy – Prepare guiding principles for the master plan update.
 - i. Prepare statements of strategy to identify how development shall support the University and the BOR system.
 - ii. Document the guiding principles and strategy in the report format.
 - b. Identify Three Master Plan Scenarios–
 - i. Based on the master plan guiding principles and strategy, Perkins + Will shall identify three scenarios for future development. The scenarios shall study a range of possible futures for the University, and shall demonstrate alignment between University and BOR system level objectives.
 - ii. For each of the master plan scenarios, Perkins + Will shall prepare the following items:
 - (a) Narrative description of strategy,
 - (b) List of capital projects in Excel format,
 - (c) Illustrative map of capital projects and campus development,
 - (d) Costing of capital projects using prototype costs prepared by the Perkins + Will cost estimator,
 - (e) Narrative describing any significant implementation considerations or challenges, and
 - (f) Narrative of meeting minutes.
 - c. Conduct Master Plan Scenario Workshop – Present the master plan scenarios to the University and the BOR. During the presentation, the Advisory Committee and other University representatives shall share feedback on the strategies and select a preferred option to develop for the final reporting.
 - d. Prepare Report on the Master Plan Scenario –Prepare a report of the three (3) master plan scenarios. The report shall include the narrative descriptions of strategy, listing of capital projects, illustrative map of campus projects and campus development, costing summary, and narrative describing significant implementation considerations or challenges. The report shall indicate the scenario that was selected for further development.

D. Task 4: Recommendations – The objectives of this phase are to develop the final University Master Plan Update recommendation; develop the implementation plan for the final recommendation; and present recommendation to the Advisory Committee and the BOR for approval.

1. *University Internal Preparation.* To move forward with *Task 4: Recommendations*, the Advisory Committee shall provide comments on the Preliminary Report on the Master Plan Scenario issued at the end of Task 3.
2. *Perkins + Will.* After receiving written approval by the Advisory Committee, Perkins + Will shall:
 - a. Develop Final Recommendation Implementation Strategy and Plan – Develop the implementation strategy for the final UMPU scenario selected in the previous phase. The implementation shall

- identify the required sequencing of projects based on priorities and swing space logistics. Perkins + Will shall update the list of capital projects based on the implementation planning.
- b. Prepare Draft Master Plan Update Recommendation Report – Prepare a report to document the master plan update recommendation. Perkins + Will shall incorporate feedback from the Advisory Committee from the master plan scenarios into the recommendation. The report shall contain the following items:
 - i. Executive summary of recommendations,
 - ii. Narrative description of strategy,
 - iii. List of capital projects in Excel format,
 - iv. Illustrative map of capital projects and campus development,
 - v. Costing of capital projects using prototype costs prepared by our cost estimator,
 - vi. Narrative describing implementation requirements, and
 - vii. Four (4) renderings of the master plan update, one aerial and three ground-level views.
 - c. Present Master Plan Interim Report– Present the interim report to the Advisory Committee. The Advisory Committee shall review the report and submit comments.
 - d. Finalize Report and Prepare Presentation Deck – Once the Advisory Committee has submitted all comments on the interim report, Perkins + Will shall prepare the final report and presentation.
 - e. Final Report and Presentation Review – Review the report and presentation with the Advisory Committee during a two hour online meeting prior to finalization.
 - f. Present Final Recommendation to the Board of Regents, including Pre-Meeting – Present the final recommendation to the Advisory Committee, the University and the BOR.
 - g. Present Final Recommendation to the University and an Open Forum– Present the final recommendations to the University and to the BOR at an open forum for the entire University community, as requested by the University.
 - h. Provide a printed Final Master Plan Report (Twenty copies, perfect-bound softcover production).
 - i. Provide a print ready PDF of all Task 4 deliverables in software version compatible to the University. Three electronic copies of each package shall be submitted on three (3) CDs or flash drives.

E. Task 5: Digital Plan Updates

1. Perkins + Will shall perform the following tasks for the Digital Plan Square Footage Updates & Spreadsheet for WCSU:
 - a. Link existing CAD floor plans to a unified campus Autodesk Revit (“Revit”) software file.
 - b. Define room boundaries around all spaces.
 - c. Define parameters for all rooms to be linked to exportable spreadsheet from Revit. Verify that all Facilities Inventory and Classification Manual (FICM) code information and department code information properly reflects current digital information about each space.
 - d. Import existing space inventory file from Excel and place existing line items into rooms.
 - e. Export plans and Excel inventory files from Revit.
 - f. Provide University staff with a “tour” of the Revit model so that they can easily maintain the model.
2. Perkins + Will shall perform the following tasks for the Digital Plan Square Footage Updates & Spreadsheet for SCSU:
 - a. Link existing cad floor plans to a unified campus Autodesk Revit (“Revit”) software file.
 - b. Define room boundaries around all spaces.
 - c. Define parameters for all rooms to be linked to exportable spreadsheet from Revit. Make known updates to the department and space type coding in the existing space inventory to the following buildings: West Campus, West Campus Garage, Office Building 1, TE-6, TE-7, and TE-8. Verify that all Facilities Inventory and Classification Manual (FICM) code information and department code information properly reflects current digital information about each space.

- d. Import existing space inventory file from Excel and place existing line items into rooms.
- e. Export draft color coded plans and Excel inventory from Revit for SCSU to review and update. Perkins + Will will prepare color coded floor plans by space type and department for each building, as well as Excel spreadsheets for each department. Perkins + Will will provide the data to SCSU so it can be emailed to the respective departments. SCSU will provide final feedback in Excel inventory format for the sake of data transfer clarity.
- f. Hold work session with SCSU to review Excel inventory updates, and collect updated Excel inventory files.
- g. Re-import updated Excel inventory line items into Revit. Place any line items that represent new rooms and therefore will not already exist in Revit.
- h. Export plans and Excel inventory files from Revit.
- i. Provide University staff with a “tour” of the Revit model so that they can easily maintain the model.

II. SCHEDULE

- A. Below is the projected time frame of each of the Master Plan Updates. Before Perkins + Will starts a new Master Plan Update for a University, Perkins + Will shall receive written permission by the BOR to proceed. The specific schedule for each of the Master Plan Updates and the timing of the deliverables shall be agreed upon by both parties.

SCSU: June 2014 to July 2014: Task 1 and Task 5
 June 2014 to September 2014: Task 2 (except Task 2D)
 September 2014 to November 2014: Task 2D
 October 2014 to February 2015: Task 3 and Task 4
 WCSU: February 2015 to November 2015: Tasks 1 through 5
 ECSU: January 2016 to September 2016: Tasks 1 through 4
 CCSU: September 2016 to May 2017: Tasks 1 through 4

- B. Each Master Plan scope is broken down into deliverable tasks as outlined in Section 1, Subsection I. Before Perkins + Will consecutively commences on a Master Plan Task Perkins + Will shall receive written permission by the BOR to proceed.

III. FEE

- A. The Fee breakdown for each University can found in Section 2, subsection 3:

	DURATION	FEE	RENDERINGS	DIGITAL PLANS	TOTAL
SCSU	June 2014 – Feb 2015	\$417,500.00	\$20,000.00	\$71,500.00	\$509,000.00
WCSU	Feb 2015 – Nov 2015	\$417,500.00	\$20,000.00	\$38,000.00	\$475,500.00
ECSU	Jan 2016 – Sep 2016	\$437,000.00	\$20,000.00	\$0	\$457,000.00
CCSU	Sep 2016 – May 2017	\$455,000.00	\$20,000.00	\$0	\$475,000.00
Total					\$1,916,500.00

SECTION 2 - COST AND SCHEDULE OF PAYMENTS

1. State Liability.

The State of Connecticut and the State Contracting Agency shall assume no liability for payment for services under the terms of this contract until the contract is fully executed by the State Contracting Agency, the Contractor, and if applicable, by the Attorney General of the State of Connecticut.

2. Total Contract Not to Exceed.

The College shall pay the Contractor a total sum not to exceed \$1,916,500.00 for services performed under this agreement.

3. Invoicing and Payment.

(a) The Contractor shall submit invoices in accordance with the schedule below:

Upon completion of all of the deliverables found in Section 1, Subsection I of this agreement and the approval from the BOR, Perkins + Will shall be paid the amount identified in Section 1, Subsection III.

(b) Invoices shall, at a minimum, include the Contractor name, the Purchase Order Number, the Contractor's Federal Employer Identification Number, the billing period, and an itemization of expenses invoiced. The State of Connecticut does not pay taxes, therefore Contractor invoices should not reflect the inclusion of any taxes on services or work performed under this contract.

(c) Payment shall be made by the College to the Contractor within forty-five (45) days after receipt of properly executed and approved invoices.

4. Right to Suspend Services.

If the College fails to make payments to the Contractor in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Contractor's option, cause for suspension of performance of services under this Agreement. If the Contractor elects to suspend services, the Contractor shall give ten days' written notice to the College before suspending services. In the event of a suspension of services, the Contractor shall have no liability to the College for delay or damage caused the College because of such suspension of services. Before resuming services, the Contractor shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Contractor's services. The Contractor's fees for the remaining services and the time schedules shall be equitably adjusted.

SECTION 3 - OTHER TERMS AND CONDITIONS

1. Quality Surveillance, Examination of Records and Inspection of Work: Pursuant to C.G.S. §§ 4e-29 and 4e-30, all services performed by the Contractor and all records pertaining to this contract shall be subject to the inspection and approval of the State and the State Contracting Agency at reasonable times.

2. Assignment: This contract shall not be assigned by either party without the express prior written consent of the other.

3. Confidential Information:

(a) The Contractor acknowledges that it may have access to Confidential Information (as hereinafter defined). The Contractor agrees that it will use the Confidential Information solely for the purpose of performing its duties as a consultant and agrees that it will not divulge, furnish, publish or use for its own benefit or for the direct or indirect benefit of any other person or entity, whether or not for monetary gain, any Confidential Information.

(b) For purposes of this Agreement, the term "Confidential Information" shall mean (i) all information related to the business operations, marketing plans, financial position and (ii) other business information and any other information disclosed to the Contractor. Confidential Information shall not include information which (i) is or

becomes part of the public domain through no act or omission attributable to the Contractor, (ii) is released after prior written authorization or (iii) the Contractor receives from any third party who is unrelated to it and who is not under any obligation to maintain the confidentiality of such information

4. FERPA: In all respects, Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA). For purposes of this contract, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor agrees that it shall not provide any student information obtained under this contract to any party ineligible to receive data protected by FERPA. This section shall survive the termination, cancellation or expiration of the Contract.

5. Claims Against The State: The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

6. Indemnification and Insurance:

- (a) The Contractor shall indemnify and hold harmless the State and its officers, representatives, employees, successors and assigns from and against damages, judgments, and losses, including attorney's fees and expenses recoverable under applicable law, but only to the extent the same are caused by the material breach of contract or the negligent acts or omissions of the Contractor in the performance of professional services under this Agreement. The Contractor's obligations under this section to indemnify 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'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.
- (d) This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.

7. Sovereign Immunity: The parties acknowledge and agree that nothing in this 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 this Contract. To the extent that this section conflicts with any other section, this section shall govern.

8. Contracting with State Employees or Related Family/Business: Section 1-84(i) of the Connecticut General Statutes prohibits the College to engage in contracts over \$100 with State employees and certain related family or businesses as defined by Sections 1-79(b) and (f), unless awarded through an open and public process. Contractor has disclosed to State whether it is an employee, related family member or associated business as defined by the statute. The Contractor and State each represent that they have fully complied with all applicable requirements of this statute, which is set forth below (emphasis added), or as it may be amended from time to time:

C.G.S. § 1-84(i) provides: No public official or state employee or member of the official or employee's immediate family or a business with which he is associated shall enter into any contract with the state, valued at one hundred dollars or more, other than a contract of employment as a state employee, or a contract with a public institution of higher education to support a collaboration with such institution to develop and commercialize any invention or discovery, or pursuant to a court appointment, unless the contract has been awarded through an open and public process, including prior public offer and subsequent public disclosure of all proposals considered and the contract awarded. In no event shall an executive head of an agency, as defined in section 4-166, including a commissioner of a department, or an executive head of a quasi-public agency, as defined in section 1-79, or the executive head's immediate family or a business with which he is associated enter into any contract with that agency or quasi-public agency. Nothing in this subsection shall be construed as applying to any public official who is appointed as a member of the executive branch or as a member or director of a quasi-public agency and who receives no compensation other than per diem payments or reimbursement for actual or necessary expenses, or both, incurred in the performance of the public official's duties unless such public official has authority or control over the subject matter of the contract. Any contract made in violation of this subsection shall be voidable by a court of competent jurisdiction if the suit is commenced not later than one hundred eighty days after the making of the contract.

C.G.S. § 1-79(b) provides: "Business with which he is associated" means any sole proprietorship, partnership, firm, corporation, trust or other entity through which business for profit or not for profit is conducted in which the public official or state employee or member of his immediate family is a director, officer, owner, limited or general partner, beneficiary of a trust or holder of stock constituting five per cent or more of the total outstanding stock of any class, provided, a public official or state employee, or member of his immediate family, shall not be deemed to be associated with a not for profit entity solely by virtue of the fact that the public official or state employee or member of his immediate family is an unpaid director or officer of the not for profit entity. "Officer" refers only to the president, executive or senior vice president or treasurer of such business.

C.G.S. § 1-79(f) provides: "Immediate family" means any spouse, children or dependent relatives who reside in the individual's household.

9. 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.

10. Termination:

- (a) Notwithstanding any provisions in this contract, the College, through a duly authorized employee, may terminate the contract whenever the College makes a written determination that such termination is in the best interests of the State. The College shall notify the Contractor in writing of termination pursuant to this section, 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) Notwithstanding any provisions in this contract, the College, through a duly authorized employee, may, after making a written determination that the Contractor has breached the contract, terminate the contract in accordance with the following breach provision.
 - i. Breach. If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within

ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the College sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the College believes that the Contractor has not performed according to the contract, the College may withhold payment in whole or in part pending resolution of the performance issue, provided that the College notifies the Contractor in writing prior to the date that the payment would have been due.

- (c) The College shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the College for purposes of correspondence, or by hand delivery. Upon receiving the notice from the College, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all College all records. The records are deemed to be the property of the College and the Contractor shall deliver them to the College 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 College for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of termination from the College, the Contractor shall cease operations as the College directs in the notice, and take all actions that are necessary or appropriate, or that the College may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the College 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.
- (e) The College shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for its performance rendered and accepted by the College in accordance with the terms of this contract, in addition to all actual and reasonable costs incurred after termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the College is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the College, the Contractor shall assign to the College, or any replacement Contractor which the College designates, all subcontracts, purchase orders and other commitments, deliver to the College all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as the College may request.
- (f) For breach or violation of any of the provisions in the section concerning representations and warranties, the College may terminate the contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor parties or any third party.
- (g) Upon termination of the contract, all rights and obligations 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.
- (h) Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by the College.

11. Entire Agreement: This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by College. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General.

12. Nondiscrimination: The following subsections are set forth here as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes:

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

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

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with

regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

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

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

(g)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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

litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

14. SEEC: For all state contracts as defined in Connecticut General Statutes § 9-612(g)(2), as amended by P.A. 10-1 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 Election 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. See Notice below.

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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

DEFINITIONS

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

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state

government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

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

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political

subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

15. Summary of State Ethics Laws: Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethic laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the contract as if the summary had been fully set forth in the contract.

~~16. Limited Liability Entity: The College acknowledges that the Contractor and its consultants are limited liability entities and agrees that any claim made by it arising out of any act or omission of any director, officer or employee of the Contractor, or its consultants, in the execution or performance of this Agreement, shall be made against the entity and not against any of their individual directors, officers or employees.~~

JD 6/19/2014
eds
 6/20/14

17. Limitation of Liability: To the fullest extent permitted by law, the total liability in the aggregate, of Contractor and Contractor's officers, directors, employees, agents, and independent professional associates, and any of them, to the College and any one claiming by, through or under the College, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Contractor's services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of Contractor or Contractor's officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the total compensation received by Contractor under this Agreement combined with the available proceeds of any insurance policy required under this Agreement.

18. Insurance: 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, insurance coverage of the types and in the minimum coverage amounts set forth below. The Contractor shall cause the State to be named as an additional insured on the General Liability policy and shall provide (1) a certificate of insurance, and (2) the additional insured endorsement to the General Liability policy to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 2 documents to the Client Agency.

Insurance Policy	Minimum Coverage
Professional Liability	\$1,000,000 per occurrence/aggregate
Workers Compensation	In accordance with applicable law
Commercial General Liability	\$2,000,000 per occurrence/aggregate
Errors and Omissions	\$1,000,000 per occurrence/aggregate

ACCEPTANCES AND APPROVALS

IN WITNESS WHEREOF, the parties have executed this contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

By the Contractor

Are you currently a State Employee or Related Family / Business (see Sec. 3.8)? Yes No

PERKINS+WILL ARCHITECTS PC

Contractor (Corporate/Legal Name of Contractor)


Signature (Authorized Official)

6/11/2014
Date

DAVID J. DYMECKI

(Typed/Printed Name and Title of Authorized Official)

By the State Contracting Agency

Statutory Authority C.G.S. 4a-52a, 10a-151b

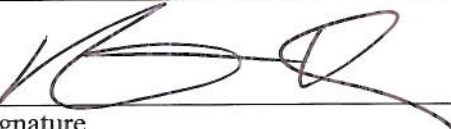
Board of Regents for Higher Education on behalf of the Connecticut State University System
Contracting Agency Name


Signature (Authorized Official)

6-18-14
Date

Erika Steiner, Chief Financial Officer
(Typed/Printed Name and Title of Authorized Official)

By the Office of the Attorney General (approved as to form)


Signature

6/18/14
Date

Robert W. Clark
(Typed/Printed Name)

Assistant Associate Attorney General

PERKINS+WILL

June 11, 2014

Keith Epstein
Board of Regents for Higher Education
61 Woodland Street
Hartford, CT 06105

Re: Attorney Authority Letter

Dear Mr. Epstein,

I am an attorney representing Perkins+Will, Inc. As counsel for the corporation, I am familiar with the organization's bylaws giving authority to sign and enter into contracts such persons holding the title "Principal" in the corporation.

According to my best knowledge and belief, a person who is authorized to sign the above referenced contract is Mr. David J. Dymecki. Mr. Dymecki holds the titles of Principal of the New York office of Perkins+Will, Inc. According to the corporation's bylaws Article V, Section 6, Principals of the organization, including Mr. Dymecki, are authorized to sign contracts under authority of the Board of Directors. The bylaws including Article V, Section 6 are currently in full force and effect. At the annual meeting of the Board of Directors held on November 12, 2013 at 8:30a at the offices of Perkins+Will, Inc., 215 Park Avenue, S, 4th Floor, New York, NY, Mr. David J. Dymecki was confirmed by the Board as a Principal of Perkins+Will, and authorized to sign contracts on behalf of the firm.

Sincerely,



Joelle D. Jefcoat, AIA, Esq.
Associate General Counsel
Perkins+Will, Inc.



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Affidavit
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

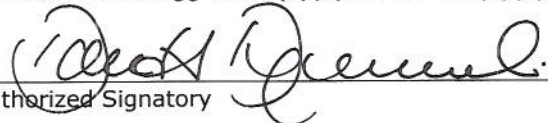
AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am PRINCIPAL of PERKINS+WILL ARCHITECTS PC, an entity
Signatory's Title Name of Entity

duly formed and existing under the laws of DELAWARE.
Name of State or Commonwealth


I certify that I am authorized to execute and deliver this affidavit on behalf of
PERKINS+WILL ARCHITECTS PC and that PERKINS+WILL ARCHITECTS PC
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.


Authorized Signatory

DAVID J. DYMECKI
Printed Name

Sworn and subscribed to before me on this 11 day of June, 2014.


Commissioner of the Superior Court/
Notary Public

December 23, 2017
Commission Expiration Date

YVETTE T. DORMAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 05DO6295023
Qualified in New York County
My Commission Expires December 23, 201



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2)

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE: Initial Certification 12 Month Anniversary Update (Multi-year contracts only.)
 Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or 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 request 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.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.


PERKINS+WILL ARCHITECTS PC
Printed Contractor Name

DAVID J. DYMECKI
Printed Name of Authorized Official


Signature of Authorized Official

Subscribed and acknowledged before me this 11 day of June, 2014.

YVETTE T. DORMAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 05DO6295023
Qualified in New York County
My Commission Expires December 23, 2017


Commissioner of the Superior Court (or Notary Public)
December 23, 2017
My Commission Expires



STATE OF CONNECTICUT
CERTIFICATION OF STATE AGENCY OFFICIAL OR EMPLOYEE
AUTHORIZED TO EXECUTE CONTRACT

Certification to accompany a State contract, having a value of \$50,000 or more, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b), and Governor M. Jodi Rell's Executive Order 7C, Paragraph 10

INSTRUCTIONS:

Complete all sections of the form. Sign and date in the presence of a Commissioner of the Superior Court or Notary Public. Submit to the awarding State agency at the time of contract execution.

CERTIFICATION:

I, the undersigned State agency official or State employee, certify that (1) I am authorized to execute the attached contract on behalf of the State agency named below, and (2) the selection of the contractor named below 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.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Perkins + Will Architects PC
Contractor Name

Board of Regents for Higher Education on behalf of the Connecticut State University System
Awarding State Agency

Erika Steiner
State Agency Official or Employee Signature
6-16-14
Date

Erika Steiner
Printed Name
Chief Financial Officer
Title

Sworn and subscribed before me on this 16th day of June, 2014.

Rosalie Butler
Commissioner of the Superior Court
or Notary Public

6/31/2017
My Commission Expires



STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

DAVID J. DYMECKI, PRINCIPAL		PERKINS+WILL ARCHITECTS PC
Consultant's Name and Title		Name of Firm (if applicable)
06/01/2014	12/31/2017	\$1,916,500.00
Start Date	End Date	Cost

Description of Services Provided: Perkins+Will Architects PC shall provide University Master Plan Updates to the Board of Regents for Higher Education on behalf of Connecticut State University System.

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

If YES: _____
Name of Former State Agency Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

PERKINS+WILL ARCHITECTS PC		6/11/2014
Printed Name of Bidder or Contractor	Signature of Principal or Key Personnel	Date
DAVID J. DYMECKI, PRINCIPAL		BOARD OF REGENTS FOR HIGHER EDUCATION
Printed Name (of above)		Awarding State Agency

Sworn and subscribed before me on this 11 day of June, 2014.

	YVETTE T. DORMAN
Commissioner of the Superior Court or Notary Public	NOTARY PUBLIC-STATE OF NEW YORK
<u>December 23, 2017</u>	No. 05DO6295023
My Commission Expires	Qualified in New York County
	My Commission Expires December 23, 2017



STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
[X] I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website.

Signature: David J. Dymecki, Date: 6/11/2014, Title: PRINCIPAL, Firm: PERKINS+WILL ARCHITECTS PC, Address: 215 PARK AVENUE SOUTH, NEW YORK, NY 10010



STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: PERKINS+WILL ARCHITECTS PC

INSTRUCTIONS:

CHECK ONE: [X] Initial Certification. [] Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, the certification portion of this form must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

- [X] Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box are not required to complete the certification portion of this form, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process.
[] Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. CERTIFICATION required. Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;
2) "Respondent" means the person whose name is set forth at the beginning of this form; and
3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

- [X] Respondent has made no direct investments 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.
[] Respondent has either made direct investments 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, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

PERKINS+WILL ARCHITECTS PC
Printed Respondent Name
Signature of Authorized Official

DAVID J. DYMECKI
Printed Name of Authorized Official

Subscribed and acknowledged before me this 14 day of June, 2014.

YVETTE T. DORMAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 05DO6295023
Qualified in New York County
My Commission Expires December 23, 2017

Commissioner of the Superior Court (or Notary Public)
December 23, 2017
My Commission Expires