

STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC WORKS

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DESMAN ASSOCIATES

ENGINEER'S CONTRACT FOR ON-CALL SERVICES  
Vehicular Parking Consultant Services

CONTRACT NUMBER: OC-DPW-VEH-0009

This contract is entered into this 29<sup>th</sup> day of June, 2007, by and between

Desman, Inc.  
175 Capital Boulevard, Suite 203  
Rocky Hill, CT 06067

hereinafter called the "Engineer" or "contractor," and the State of Connecticut, hereinafter called the "State," acting herein by its Commissioner of the Department of Public Works (DPW), duly authorized under the provisions of Sections 4-8 and 4b-1 of the Connecticut General Statutes, as revised.

WITNESSETH

Whereas the State is desirous of having the Engineer provide services to temporarily augment State forces in the preparation of design plans, specifications, estimates, and related data and studies for various infrastructure projects throughout the State, and

Whereas the Engineer is experienced as to work on all types of infrastructure projects, and

Whereas the Engineer is desirous of performing such work;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto do hereby agree as follows:

A. For each specific project assigned under this contract, the Engineer shall furnish a project manager, architects, engineers, and other personnel to do work when directed as hereinafter provided. For all such projects, the Engineer agrees to follow the applicable provisions set forth in the manual entitled "Consultants Procedure Manual" dated March 24, 2005, and prepared by the State of Connecticut, Department of Public Works, given to the Engineer prior to this contract being entered into, and which may be modified from time to time.

B. For each specific project assigned under this contract, the Engineer shall perform the following services when directed in writing:

1. DESIGN SERVICES. The Engineer shall perform services during the schematic design phase, the design development phase, the contract documents phase, and the bidding period as hereinafter specified.

a. Schematic Design Phase

Pursuant to conferences with the State, designs shall be prepared by the Engineer to encompass the general program of the project. These designs shall consist of small scale drawings, elevations, sections, and outline specifications. All specifications shall be prepared in accordance with the CSI (Construction Specifications Institute) format. At this time the Engineer shall make sufficiently accurate estimates to determine the feasibility of constructing the project within the funds available. At the beginning of the schematic design phase, the Engineer shall engage her/his/its consultants as set forth in Section I. The Engineer shall submit for review and approval the number of sets of drawings, specifications, and detailed cost estimates specified in the task letter prepared for the project, as hereinafter provided in Section C.

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

If the estimate agreed to by the State and Engineer exceeds the funds authorized for construction, or if the State and Engineer cannot agree upon an estimate of the probable construction cost and the probable cost of construction as determined by the State exceeds both the Engineer's estimate and the funds authorized for construction, then the State shall have the right to require the Engineer to make such revisions as the State deems necessary at the time to bring the cost within the funds authorized for construction.

b. Design Development Phase

The Engineer must receive written notice from the State to proceed with the design development phase before commencing the phase. The design development phase drawings shall show the extent of the site, location of the project on the site, and the general disposition of the principal features and equipment embodied in the project, and shall be sufficiently developed so as to fix and illustrate the size and character of the project in all of its essential basic particulars as to kinds of materials, types of structure, and mechanical and electrical systems. All specifications shall be prepared in accordance with the CSI format. The Engineer shall submit for review and approval the number of sets of drawings, specifications, and detailed cost estimates specified in the task letter prepared for the project, as hereinafter provided in Section C.

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

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

c. Contract Documents Phase

The Engineer must receive written notice from the State to proceed with the contract documents phase before commencing the phase. The documents to be provided in this phase are a part of the construction contract and as such must explain in substantial detail the full scope of the work to be included in, and performed under, the construction contract.

A final detailed estimate of the cost of construction, including unit prices, quantities, labor and materials, predicated on the contract documents phase drawings and detailed specifications, shall be included as a part of this phase. All specifications shall be prepared in accordance with the CSI format and in accordance with Part II of Chapter 60 of the Connecticut General Statutes, as revised, when applicable. The Engineer shall submit for review and approval the number of sets of drawings, specifications, and detailed cost estimates specified in the task letter prepared for the project, as hereinafter provided in Section C. Such review and approval by the State does not relieve the Engineer of responsibility arising out of the State's reliance on the Engineer's professional skill and ability to discharge her/his/its services as required by this contract.

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

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

d. Drawings

The Engineer shall develop drawings for this project using computer aided drafting software fully compatible with AutoCAD Release 2000 or such other version as approved in writing by the Department of Public Works in the individual task letters. After the documents to be provided in the contract documents phase are approved by the Department of Public Works, and at a time specified by the Department of Public Works, the Engineer shall submit drawings on 3 1/2 inch diskettes, CD ROM disk, or DC 2000 tape

backup. Upon completion of construction of the project, the Engineer shall submit revised diskette or tape backup to reflect as-built conditions. Should the work described in this subparagraph be required for a specific project, the Engineer shall be notified of such in the task letter prepared for the project, as hereinafter provided in Section C. All AutoCAD documentation related to a project shall be of a single media type. All the work called for in this paragraph shall be provided by the Engineer at no additional cost to the State.

e. Bidding Process

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

2. CONSTRUCTION ADMINISTRATION SERVICES

The Engineer shall perform construction administration services during construction as necessary. Such services shall, as part of the services to be rendered for the Engineer's established fee, include as much of the Engineer's professional services and the services of the Engineer's consultants as the State deems necessary for the well-being of the project and efficient prosecution of the construction work, but shall not include the Engineer's undertaking continuous on-site observation of the work. If the Engineer fails to perform such duties in a conscientious and reasonable manner, the State may exercise its right to terminate this contract as hereinafter provided in Section S.

Additionally, it is understood and agreed to by the Engineer and the State that the duties of the Engineer shall include, but not be limited to, the following services:

- a. observe the progress of construction in order to determine whether there appear to be any defects or deficiencies in the construction work or deviations from the drawings and specifications, including variations from the materials specified and the methods of construction authorized. The Engineer shall not be required to guarantee the performance of the general contractor or her/his/its subcontractors;
- b. attend job meetings, as required, at which the Engineer shall, on the basis of the Engineer's visitations to the site and observations thereon, report on the progress of the work and make recommendations concerning the same;
- c. submit to DPW on the fifteenth and last days of each month, in such form as directed by the State, observation-based reports regarding the progress of the work;
- d. review submittals and furnish recommendations to the State concerning material and equipment, and review and report on the general contractor's proposals in connection with changes in the construction contract. These services are to be performed within five (5) calendar days of receipt of such proposals so as not to delay the work;
- e. review partial payment requisitions submitted by the general contractor within three (3) working days of the receipt of such submittals;
- f. review and comment on shop drawings submitted to her/him/it for review. This service is to be performed within five (5) working days of the receipt of such submittals unless DPW assents to written notification of why this cannot be accomplished;
- g. within thirty (30) calendar days after receipt, record on the original final tracings and CAD disks returned to her/him/its after the construction contract award all changes made during the period of construction as furnished and recorded by the general contractor, and, at her/his/its expense, provide reproducible mylars and updated CAD disks to the State that reflect such changes. The mylars and CAD disks shall become the property of the State;
- h. fully cooperate with DPW during the progress of the work. In the event that the time period of the construction contract is exceeded by more than 10% due to no fault of the Engineer, the Engineer shall be paid for any additional services required beyond the 10% construction contract time overrun a reasonable fee to be determined by the Commissioner of DPW, hereinafter called the "Commissioner." The question of fault or no fault on the part of the Engineer shall be determined by the Commissioner.

3. In accordance with State requirements, the Engineer shall perform construction administration on construction projects designed by DPW or other consultants employed by the State.
4. The Engineer shall review drawings and specifications prepared by other consultants employed by the State. Such reviews shall be conducted in accordance with State requirements.
5. The Engineer shall provide the engineering services that might become necessary to supplement the work of DPW personnel.
6. The Engineer shall notify DPW in writing of any materials encountered on any assignments that appear to be asbestos or appear to contain asbestos. It is understood that the Engineer is not an asbestos specialist and that the Engineer's responsibility shall not extend beyond attempting to identify those materials present that may be asbestos or may contain asbestos, and informing DPW when such materials are noted. In those cases where asbestos or asbestos-containing materials are present but are not detected by the Engineer, the Engineer will not be held liable. All work involving the location, encapsulation, removal, disposal, etc., of asbestos or asbestos-containing material will be performed by asbestos abatement and air and/or bulk sampling specialists hired by the State.

The above notwithstanding, should the project assigned involve roofing systems and should the location, encapsulation, removal, disposal, etc., of asbestos or asbestos-containing materials in such roofing systems be part of the scope of work agreed to by the State and the Engineer, then the Engineer shall provide such services. The conditions of provision of such services shall be as set forth in the task letter prepared for the project, as hereinafter provided in Section C, and the Engineer shall proceed with the asbestos-related work according to guidelines provided by DPW before commencement of the work.

7. ~~THRESHOLD ENGINEERING SERVICES~~

For a proposed structure or addition thereto which exceeds the threshold limit as provided in Section 29-276b of the Connecticut General Statutes, as revised, the Engineer shall perform the following services when directed in writing:

a. DESIGN PLAN PHASE

1. Review the plans, specifications, and structural computations of the structure or addition to be constructed to determine their compliance with the requirements of the State Building Code to the extent necessary to assure the stability and integrity of the primary structural support systems of such structure or addition;
2. Contact the engineer of record to resolve any disagreements in design;
3. Submit a written summary to the Department of Public Works. This summary shall document the items reviewed and state a conclusion as to whether the stability and integrity of the primary structural support systems are in conformance with the requirements of the State Building Code. The summary report shall be affixed with the seal of a professional engineer (structural) licensed in the State of Connecticut.

b. CONSTRUCTION PHASE

Review modifications of approved structural plans and design specifications and applicable shop drawings necessary to determine compliance with the requirements of the State Building Code to the extent necessary to assure the stability and integrity of the primary structural support systems.

c. SUBMISSIONS

Submit the following:

1. First Submittal

The first submittal shall consist of a written report noting initial structural review comments on all plans, specifications, and structural computations.

2. Second Submittal

~~The second submittal shall consist of a written report documenting the items reviewed and stating a conclusion as to whether the stability and integrity of the primary structural support systems are in~~

*P. J. Murray*  
*6/26/07*  
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6/26/07

~~conformance with the requirements of the State Building Code. The report shall be affixed with the seal of the professional engineer (structural) licensed in the State of Connecticut.~~

The second submittal shall also consist of a letter addressed to the State Building Inspector, including a summary statement indicating which structural aspects were reviewed and stating that the subject project is in compliance with the State Building Code.

3. Third Submittal

The third submittal shall consist of a written report documenting approved structural modifications to the plans and specifications during the construction phase of the project and stating a conclusion as to whether the stability and integrity of the primary structural support systems are in conformance with the requirements of the State Building Code.

8. QUALIFICATIONS OF THE ENGINEER FOR THRESHOLD LIMIT REVIEW AND STRUCTURAL ENGINEERING ASSIGNMENTS

~~The Engineer acknowledges that it is a structural engineer, is currently registered in the State of Connecticut as a professional engineer, and has design experience of similar structures or additions to those being reviewed.~~

- C. The services specified in Section B shall be performed in accordance with the provisions noted in each task letter prepared by DPW for each project. Each task letter shall detail the scope of the project and shall specify the total "fixed fee" compensation, when applicable, for the aforesaid services. The compensation shall be a reasonable amount determined by the Commissioner. Such letters shall be issued during the time period of this contract set forth in Section D and shall specify a time frame for completion of each project. Each task letter shall reference both a DPW project number and a task number specific to the project. No work shall be performed until the Engineer receives the approved task letter.
- D. This contract shall commence with the date this contract was entered into and shall expire on **May 19, 2009**. No new projects may be assigned on or after the expiration date, but all projects assigned prior to the expiration date will be allowed to continue to completion with all the terms and conditions of this contract herein set forth remaining in full force and effect. The term of this contract may be extended in writing by the Commissioner.
- E. The maximum total cumulative fee allowed the Engineer under this contract shall not exceed **Three Hundred Thousand Dollars (\$300,000.00)**. The Engineer shall be entitled to a payment of **Ten Dollars (\$10.00)** at the termination of this contract if at such time the Engineer has not received any fee under this contract.
- F. When approximately 75% of the fee set forth in Section E has been expended, the Engineer shall notify the DPW A/E Contracts Administrator in writing of the amount of work completed to that date under this contract. Said notification shall include an itemization of all fees that have been paid to the Engineer pursuant to the work.
- G. If for reasons of incomplete scope, complexity, etc., a fixed fee cannot be determined by the Commissioner, the State shall compensate the Engineer for services rendered under this contract on the basis of pre-approved hourly rates for the personnel assigned to perform the services. The hourly rates shall be determined in accordance with the provisions set forth in the Office of Policy and Management General Letter No. 97-1 dated November 21, 1996, which letter is incorporated herein by reference and made a part hereof as though fully set forth herein. Notwithstanding the preceding sentence, a pre-approved hourly rate shall not exceed a reasonable rate, as determined by the Commissioner, taking into consideration the skills and experience of the person providing the services. When pre-approved hourly rates are applicable, the State shall be responsible for payment for overhead and profit, as set forth in OPM General Letter 97-1. Hourly rate payments shall be made in accordance with the terms and conditions of each task letter. Monthly requests for payment shall be submitted on properly prepared invoice forms with attachments showing actual hours worked, pre-approved hourly rates applied, and any allowable additional direct costs included in the statement. The Engineer shall certify that each amount invoiced is both accurate and commensurate with the work performed for the State under this contract. The State reserves the right to periodically audit the Engineer's financial records. It is specifically understood that these pre-approved hourly rate payments shall only apply for the period of time that the person is actually employed on projects assigned under this contract.
- H. The Engineer shall not be reimbursed for per diem expenses or travel expenses.

- I. Should the Engineer require the services of registered consultants at any time during the duration of this contract, their names and qualifications shall be submitted to the State for approval. Such consultants shall provide evidence of their competence by affixing their seals on any drawings or specifications prepared by them or under their supervision. The Engineer shall not receive any additional payment from the State in regard to such consultants unless their services relate to hourly-rate assigned work of the Engineer. In such event, the State shall reimburse the Engineer for the cost of such services and in addition shall also pay the Engineer ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.
- J. Should it be necessary for the Engineer to engage the services of a test boring firm for the purposes of this contract, the State shall reimburse the Engineer for the cost of such services and in addition shall also pay the Engineer ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.
- K. If, in the opinion of the State, any special technical service is required which is not usually furnished in engineering practice and which is not included in this contract, either expressed or implied by the nature of the work, then the State shall, in writing, authorize the service and the related cost. The Engineer's selection of the consultant retained in connection therewith is to be submitted for approval.

The State shall reimburse the Engineer for the cost of any such services and in addition shall also pay the Engineer ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.

- L. Should the Engineer personally wish to perform special services as described in Sections J and K, the Engineer shall submit to the State a written quotation of the cost of so performing such services. The quotation shall not include, nor shall the Engineer be paid for, an additional percentage of the cost for overhead and profit. In addition, the Engineer shall arrange to have at least three (3) independent outside sources submit written quotations for the work directly to the State in sealed envelopes. The State shall decide whether to allow the Engineer to perform the work with the Engineer's own forces based on the Engineer's quotation, and shall notify the Engineer accordingly.
- M. If at any time during the term of any project assigned under this contract the State should require the Engineer to make any substantial change in the size or scope of the work or require any substantial change in plan, design, or specification which shall necessitate the preparation by the Engineer of additional sketches, drawings, or other documents, or the making of substantial changes in any other document already approved, or upon which substantial work had been done pursuant to instruction to proceed, then, and in such event, the Engineer shall prepare the additional documents and make changes as required and shall be entitled to reasonable compensation therefor. The Commissioner shall determine the amount of such compensation and the manner of payment thereof. If the State should require any such substantial changes and if these should result in a change in the amount of the total construction budget for the project, said amount shall be considered changed to an amount determined by the Commissioner.

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

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

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

provisions of this section shall survive the termination of this contract and shall thereafter remain in full force and effect.

- O. The Engineer covenants and agrees to perform the services called for under this contract in accordance with the standards and practices of the Engineer's profession.
- P. The Engineer, at its expense, shall indemnify and hold harmless the State of Connecticut, its officers, agents, and employees from and against all claims, causes of action, legal proceedings, suits, losses, damages, and expenses initiated, suffered, or claimed to have been suffered by third parties not involved by contract in the project, but only to the extent that they arise out of, or result from, noncompliance with applicable statutes, codes and regulations, or the negligence, errors, or omissions of the Engineer in the performance of this contract; provided, however, that the Engineer shall not be liable by reason of indemnification for any loss caused by the fault or negligence of the DPW or others who are not the responsibility of the Engineer.

Q. INSURANCE

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

1. Statutory Workers' Compensation and Employers' Liability:

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

2. Commercial General Liability:

- Combined single limit: \$1,000,000 each occurrence  
\$2,000,000 annual aggregate

3. Comprehensive Automobile Liability

(to include owned, non-owned, and hired vehicles):

- Combined single limit \$1,000,000 each occurrence  
\$1,000,000 annual aggregate

- 4. Professional Services Liability Insurance: The Engineer shall furnish evidence by way of a certificate of insurance that it has obtained a professional services liability insurance policy with \$1,000,000.00 minimum coverage for negligence and errors and omissions. If any claims are paid against its professional services liability insurance policy, the Engineer agrees to purchase additional insurance in order to maintain the minimum coverage of \$1,000,000.00. The insurance shall remain in effect during the entire duration of this contract and for five years after substantial completion of the project. For policies written on a "Claims Made" basis, the Engineer agrees to maintain a retroactive date prior to or equal to the effective date of the contract. The Engineer shall contractually require any structural engineering firm it hires to maintain professional liability insurance in the same amount and with the same provisions indicated above. The Engineer's policy shall provide that it shall indemnify and save harmless the State and its officers, agents and employees from claims, suits, actions, damages and costs of every name and description resulting from negligence and errors and omissions in the work performed by the Engineer under the terms of this contract.

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

coverages as required in this section shall be filed with the DPW prior to the time this contract is executed on behalf of the State.

#### R. SUSPENSION OF THE WORK

1. The State, at any time, may suspend all or any part of the services of the Engineer. In such event, the Engineer shall be given three (3) days' notice of such suspension in writing by registered or certified mail to the Engineer's address as given for correspondence purposes. The mailing of such notice shall preclude any claim on the part of the Engineer as to failure to receive notice of such suspension.
2. In the event of suspension by the State as noted above, the Engineer shall be entitled to such compensation as the Commissioner shall deem reasonable.
3. Should the State reactivate any assigned work covered by this contract, in whole or in part, within one year from the time the work was suspended, any fees paid to the Engineer pursuant to this contract shall be applied as payment on the fees for the work as set forth in this contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year, the Engineer and the State may renegotiate the fees for the work based on current conditions or either may unilaterally elect to terminate the remaining work.
4. In the event the State decides to suspend any work under this contract, the State shall become entitled, after payment of outstanding fees, to all finished and unfinished documents prepared pursuant to this contract.
5. If the Engineer should be unwilling or unable to perform the services required by this contract at the time the State desires to reactivate the work after a period of suspension, then all finished or unfinished documents prepared pursuant to this contract shall become the property of the State and the State shall have the right to immediate possession and use thereof.

#### S. TERMINATION OF CONTRACT

1. Notwithstanding any provisions or language in this contract to the contrary, the Commissioner may terminate the contract whenever he determines in his sole discretion that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Engineer of a written notice of termination. The notice of termination shall be sent by registered or certified mail to the Engineer's address as furnished to the State for purposes of correspondence, or by hand delivery. Upon receipt of such notice, the Engineer shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Engineer in performing her/his/its duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State.
  2. If the termination is for the convenience of the State, the Engineer shall be entitled to receive reasonable compensation for services already satisfactorily performed and accepted, but no amount shall be allowed for anticipated profit on unperformed services. The Commissioner shall determine the amount of such compensation.
  3. If the termination is for reason of failure of the Engineer to fulfill her/his/its contract obligations, the State may take over the work and prosecute the same to completion by contract or otherwise. In such event, the Engineer shall be liable to the State for any additional costs occasioned to the State thereby.
  4. If after notice of termination for failure of the Engineer to fulfill her/his/its contract obligations it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the State. In such event, the Engineer shall be entitled to reasonable compensation as provided in Paragraph 2 of this section.
  5. The rights and remedies of the parties provided in this section are in addition to any other rights and remedies provided by law or under this contract.
- T. If the Engineer is a sole proprietor and the Engineer should die during the term of this contract, this contract shall be considered terminated. In the event of such termination, the Engineer's estate shall be entitled to a reasonable payment for any uncompensated work performed to the date of death, and the State shall have title to, and shall have the right to immediate use and possession of, all finished and unfinished documents prepared under this contract. The Commissioner shall determine the amount of such payment.

## U. CONFIDENTIALITY OF DOCUMENTS

1. The Engineer agrees on behalf of the Engineer and the Engineer's principals, employees, agents, heirs, successors and assigns that they shall only utilize drawings, specifications, maps, reports, records or other documents to the extent necessary for the performance of the Engineer's work and duties under this contract. This limitation on use applies to those items produced by the Engineer, as well as to those items received by the Engineer from the Department of Public Works or others in connection with the Engineer's work and duties under this contract.
2. The Engineer further agrees that said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract. No other disclosure shall be permitted without the prior written consent of the Department of Public Works.
3. The Engineer further agrees that the following provision will be included in its contracts with sub-consultants:

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

V. This section is inserted in connection with subsection (a) of Section 4a-60 of the Connecticut General Statutes, as revised.

(a) For the purposes of this section, "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 Conn. Gen. Stat. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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.

For the purposes of this section, "Commission" means the Commission on Human Rights and Opportunities.

For the purposes of this section, "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.

(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, mental retardation, 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. 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, mental retardation, 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; (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 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 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 Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e, and 46a-68f; (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 they relate to the provisions of this section and Conn. Gen. Stat. Section 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 project.

(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 Conn. Gen. Stat. Section 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.

W. This section is inserted in connection with subsection (a) of Section 4a-60a of the Connecticut General Statutes, as revised.

(a) (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 of 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 Section 46a-56 of the Connecticut General Statutes; (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 that relate to the provisions of this section and Section 46a-56 of the Connecticut General Statutes.

(b) The contractor shall include the provisions of subsection (a) 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 Section 46a-56 of the Connecticut General Statutes; 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.

(c) 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.

X. Executive Orders. The 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. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to 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.

1. The contractor agrees to abide by such Executive Orders.
2. The State Contracting Standards Board may review this contract and recommend termination of the contract for a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes, or wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
3. This contract may be cancelled, terminated or suspended by DPW or the State Labor Commissioner for violation of or noncompliance with Executive Orders No. Three or Seventeen or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not party to this contract. The State Labor Commissioner shall have continuing jurisdiction regarding contract performance concerning nondiscrimination and listing all employment openings with the Connecticut State Employment Service until the contract is completed or until the contract is terminated prior to completion.
4. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the contractor will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.
5. This contract may be cancelled, terminated, or suspended by DPW or the State for violation of or noncompliance with Executive Order Sixteen. In addition, the contractor agrees to include a copy of Executive Order Sixteen, and the requirement to comply with said order, in all contracts with its contractors, subcontractors, consultants, subconsultants and vendors.

Y. This contract is subject to the provisions of the Department of Public Works Sexual Harassment Policy ("Policy") and, as such, the contract may be cancelled, terminated, or suspended by the State in the event that the contractor, its employees, contractors, subcontractors, consultants, subconsultants, or vendors engage in behavior prohibited by the provisions of the Policy (a copy of the Policy is attached to this contract as Exhibit A). The contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, subconsultants, and vendors.

Z. The Summary of State Ethics Laws posted on the DPW home page (<http://www.ct.gov/dpw/site/default.asp>), and as may be revised from time to time, is incorporated herein by reference as if fully set forth herein. This Summary may be found by clicking on "Affidavits."

#### AA. LARGE STATE GOVERNMENT CONTRACTS

If the Engineer is a large state contractor, the Engineer shall comply with the provisions of Section 4-61dd of the Connecticut General Statutes, as may be revised.

1. "Large state contract" and "Large state contractor" shall have the same meanings as set forth in Section 4-61dd(g) of the Connecticut General Statutes, as may be revised.

2. Each contract between a state or quasi-public agency and a large state contractor shall provide that, if an officer, employee, or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of Section 4-61dd of the Connecticut General Statutes, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.
3. Each large state contractor shall post a notice of the provisions of Section 4-61dd relating to large state contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

#### BB. ANNUAL CERTIFICATION

If the aggregate value of this contract is \$50,000.00 or more, including all amendments and/or commission letters, then the Engineer shall annually submit, on or within two (2) weeks of the anniversary date of the execution of this contract, a completed annual contract certification to Room 437, 165 Capitol Avenue, Hartford, CT 06106, to the attention of the Contracts Secretary. For the purposes of this section, the execution date of the contract shall be the date the Commissioner of DPW signs the contract.

#### CC. CONNECTICUT LAW

It is agreed that this contract shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

#### DD. APPROVAL OF THE STATE PROPERTIES REVIEW BOARD

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

#### EE. CAMPAIGN CONTRIBUTION RESTRICTION PROVISION

1. Campaign Contribution Restrictions. This section (the "CCR Section") is included here pursuant to Conn. Gen. Stat. § 9-333n and, without limiting its applicability, is made applicable to State Contracts, bid solicitations, request for proposals and prequalification certificates, as the context requires. This CCR Section, without limiting its applicability, is also made applicable to State Agencies, Quasi-public Agencies, the General Assembly, State Contractors, Prospective State Contractors and the holders of valid prequalification certificates, as the context requires.

(a) For purposes of this CCR Section only:

(1) "Quasi-public Agency" means the Connecticut Development Authority, Connecticut Innovations, Incorporated, Connecticut Health and Educational Facilities Authority, Connecticut Higher Education Supplemental Loan Authority, Connecticut Housing Finance Authority, Connecticut Housing Authority, Connecticut Resources Recovery Authority, Connecticut Hazardous Waste Management Service, Capital City Economic Development Authority, Connecticut Lottery Corporation, or as this definition may otherwise be modified by Title 1, Chapter 12 of the Connecticut General Statutes concerning quasi-public agencies.

(2) "State Agency" means any office, department, board, council, commission, institution or other agency in the executive, legislative or judicial branch of State government, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(3) "State Contract" means an agreement or contract with the State or any State Agency or any Quasi-public Agency, 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 fiscal year, for (A)

the rendition of personal services, (B) the furnishing of any material, supplies or equipment, (C) the construction, alteration or repair of any public building or public work, (D) the acquisition, sale or lease of any land or building, (E) a licensing arrangement, or (F) a grant, loan or loan guarantee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(4) "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 the termination of said contract. "State contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial 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, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(5) "Prospective State Contractor" means a person, business entity or nonprofit organization that (A) submits a bid in response to a bid 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 State Contract has been entered into, or (B) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under Section 4a-100 of the Connecticut General Statutes. "Prospective State Contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial 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. Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing may modify this definition, which modification shall control.

(6) "Principal of a State Contractor or Prospective State Contractor" (collectively referred to in this CCR Section as "Principal") means (A) an individual who is a member of the board of directors of, or has an ownership interest in, a State Contractor or Prospective State Contractor, which is a business entity, except for an individual who (i) owns less than five per cent of the shares of any such State Contractor or Prospective State Contractor that is a publicly traded corporation, or (ii) is a member of the board of directors of a nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, (B) an individual who is employed by a State Contractor or Prospective State Contractor, which is a business entity, as president, treasurer or executive or senior vice president, (C) an individual who is the chief executive officer of a State Contractor or Prospective State Contractor, which is not a business entity, (D) an employee of any State Contractor or Prospective State Contractor who has managerial or discretionary responsibilities with respect to a State Contract, (E) the spouse or a dependent child of an individual described in this subparagraph, or (F) a political committee established by or on behalf of an individual described in this subparagraph, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(b) No State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from a State Agency in the executive branch or a Quasi-public Agency, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) 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, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.

(c) No State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from the General Assembly, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (2) a political committee authorized to make contributions or

expenditures to or for the benefit of such candidates, or (3) a party committee.

(d) If a State Contractor or a Principal of a State Contractor makes or solicits a contribution prohibited under this CCR Section, the contracting State Agency or Quasi-public Agency may void the existing contract with said contractor, and no State Agency or Quasi-public Agency shall award the State Contractor a State Contract or an extension or an amendment to a State Contract for one year after the election for which such contribution is made or solicited.

(e) If a Prospective State Contractor or a Principal of a Prospective State Contractor makes or solicits a contribution prohibited under this CCR Section, no State Agency or Quasi-public Agency shall award the Prospective State Contractor the contract described in the bid solicitation or request for proposals, or any other State Contract for one year after the election for which such contribution is made or solicited.

(f) The chief executive officer of each State Contractor and Prospective State Contractor, or if a State Contractor or Prospective State Contractor has no such officer then the officer who duly possesses and exercises comparable powers and duties, shall certify, in the form of an affidavit executed subject to the penalties of false statement, that: (1) such officer has informed each individual described in subsection (a)(6) of this CCR Section with regard to said State Contractor or Prospective State Contractor concerning the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), (2) no such individual will make or solicit a contribution in violation of the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), and (3) if any such contribution is made or solicited, the State Contractor or Prospective State Contractor, as the context requires, shall not be awarded the contract described in the bid solicitation or request for proposals and shall not be awarded any other State Contract for one year after the election for which such contribution is made or solicited. Such officer shall submit the affidavit to the contracting State Agency or Quasi-public Agency prior to, in the case of an RFP, executing a negotiated contract or prior to, in the case of an ITB, the award and acceptance of a contract. In the case of an application for prequalification to the Connecticut Department of Administrative Services ("DAS"), the application shall not be deemed to be complete until DAS receives the affidavit. The State Contractor or Prospective Contractor shall submit the affidavit on a form which the State Elections Enforcement Commission ("SEEC") prescribes.

(g) The person executing the affidavit referenced in subsection (f) shall submit to the SEEC a list of Principals in accordance with the requirements set forth on a form that the SEEC shall have prescribed for this purpose. The complete list of Principals shall be submitted to the SEEC at the same time that the affidavit is submitted to the State Agency, Quasi-public Agency or, in the case of a prequalification application, DAS. Notwithstanding any other provision in any applicable document or instrument, no party to the Contract, or a contract awarded pursuant to a non-competitive procurement, may begin performing in any way until the contracting State Agency or Quasi-public Agency has received the affidavit referenced in subsection (f) and the SEEC has received the Principals list.

(h) Notwithstanding any other provision in the Contract, invitation to bid, request for proposals and prequalification application:

(1) The State Contractor and Prospective State Contractor shall report to the SEEC, on a form which the SEEC prescribes, any changes in Principals occurring from and after the date of the previous Principals list by submitting and delivering such form to the SEEC no later than the fifteenth day of each month following the month when a change in Principals occurs, or the next succeeding business day, whichever is later. If the Contractor or Prospective State Contractor fail to submit and deliver the appropriately completed form by its due date, then the SEEC shall notify the State Agency or Quasi-public Agency and the Contractor of the failure in writing. The State Agency or Quasi-public Agency shall then review all relevant information and determine whether such failure constitutes a breach of this Contract. If the State Agency or Quasi-public Agency determines that a breach of this Contract has occurred, then the State Agency or Quasi-public Agency shall deliver a notice of breach to the Contractor, affording the Contractor an opportunity to cure the breach within ten (10) days from the date that the Contractor receives the notice. The State Agency or Quasi-public Agency may extend the right to cure period if, and

continuing so long as, the State Agency or Quasi-public Agency is satisfied that the Contractor is making a good faith effort to cure the breach but the nature of the breach is such that it cannot be cured within the right to cure period. The SEEC may, if it deems it to be appropriate, send to the Contractor electronic reminders of the Contractor's obligation to report changes in Principals. The undertaking of this reminder is permissive and shall not be construed to be a condition precedent to the Contractor's obligation to submit and deliver the form timely.

(2) If the State Agency or Quasi-public Agency determines that the Contractor has breached the Contract by failing to comply with the requirements of this CCR provision, then the State Agency or Quasi-public Agency may, after expiration of the right to cure period, direct all appropriate State entities using the Contract to withhold any payment, in whole or in part, that may be due and owing to the Contractor under this Contract until such time as the Contractor submits and delivers an appropriately completed form to the SEEC.

(3) If the Contractor fails to submit and deliver the Principals list form timely three times in any 12-month period, then the SEEC may recommend to the State Agency or Quasi-public Agency that it take these failures into account for purposes of evaluating the Contractor's responsibility in future procurements. The SEEC may recommend that the State Agency or Quasi-public Agency make a determination that the Contractor is not responsible.

(4) The Contractor's failure to submit and deliver the Principals list form timely for the third time in any 12-month period shall, upon the SEEC's recommendation, entitle the State Agency or Quasi-public Agency to Cancel the Contract. Accordingly, the third notice of breach to the Contractor from the State Agency or Quasi-public Agency in any 12-month period may include an effective Contract Cancellation date, in which case no further action shall be required of any party to effect the Cancellation of the Contract as of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the State Agency or Quasi-public Agency may Cancel the Contract by giving the Contractor no less than twenty four (24) hours' prior written notice.

(5) Noting the absence of the SEEC's signature on the Contract, the State Agency or Quasi-public Agency represents that the SEEC has previously agreed in writing to assume the rights and responsibilities attaching to the SEEC and set forth in this CCR section. The State Agency or Quasi-public Agency shall provide a copy of that document to the Contractor upon request.

#### FF. APPROVAL OF THE ATTORNEY GENERAL'S OFFICE

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

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

Attested by:

[Signature]  
Witness Diane M. Chase

Erika Carcano  
Witness Erika Carcano

State of Connecticut

By: [Signature]  
James T. Fleming  
Its Commissioner  
of the Department of Public Works

Date signed: 4/29/07

Attested by:

[Signature]  
Witness Evangelina Alicea

Virna Muñoz  
Witness Virna Muñoz

Desman, Inc.

By: [Signature]  
TIMOTHY TRACY  
Its EXC. VICE PRES., Duly Authorized

Date signed: 4.25.07

Approved as to form:

[Signature]  
**ASSOC. ATTY. GENERAL** Attorney General

Date signed: 7/5/07

STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC WORKS

ENGINEER'S CONTRACT FOR ON-CALL SERVICES  
Vehicular Parking Consultant Services

CONTRACT NUMBER: OC-DPW-VEH-0010

This contract is entered into this *1<sup>st</sup>* day of *June*, 2007, by and between  
**Macchi Engineers LLC**  
44 Gillett Street  
Hartford, CT 06105

hereinafter called the "Engineer" or "contractor," and the State of Connecticut, hereinafter called the "State," acting herein by its Commissioner of the Department of Public Works (DPW), duly authorized under the provisions of Sections 4-8 and 4b-1 of the Connecticut General Statutes, as revised.

WITNESSETH

Whereas the State is desirous of having the Engineer provide services to temporarily augment State forces in the preparation of design plans, specifications, estimates, and related data and studies for various infrastructure projects throughout the State, and

Whereas the Engineer is experienced as to work on all types of infrastructure projects, and

Whereas the Engineer is desirous of performing such work;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto do hereby agree as follows:

- A. For each specific project assigned under this contract, the Engineer shall furnish a project manager, architects, engineers, and other personnel to do work when directed as hereinafter provided. For all such projects, the Engineer agrees to follow the applicable provisions set forth in the manual entitled "Consultants Procedure Manual" dated March 24, 2005, and prepared by the State of Connecticut, Department of Public Works, given to the Engineer prior to this contract being entered into, and which may be modified from time to time.
- B. For each specific project assigned under this contract, the Engineer shall perform the following services when directed in writing:
  1. DESIGN SERVICES. The Engineer shall perform services during the schematic design phase, the design development phase, the contract documents phase, and the bidding period as hereinafter specified.
    - a. Schematic Design Phase

Pursuant to conferences with the State, designs shall be prepared by the Engineer to encompass the general program of the project. These designs shall consist of small scale drawings, elevations, sections, and outline specifications. All specifications shall be prepared in accordance with the CSI (Construction Specifications Institute) format. At this time the Engineer shall make sufficiently accurate estimates to determine the feasibility of constructing the project within the funds available. At the beginning of the schematic design phase, the Engineer shall engage her/his/its consultants as set forth in Section I. The Engineer shall submit for review and approval the number of sets of drawings, specifications, and detailed cost estimates specified in the task letter prepared for the project, as hereinafter provided in Section C.

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

If the estimate agreed to by the State and Engineer exceeds the funds authorized for construction, or if the State and Engineer cannot agree upon an estimate of the probable construction cost and the probable cost of construction as determined by the State exceeds both the Engineer's estimate and the funds authorized for construction, then the State shall have the right to require the Engineer to make such revisions as the State deems necessary at the time to bring the cost within the funds authorized for construction.

b. Design Development Phase

The Engineer must receive written notice from the State to proceed with the design development phase before commencing the phase. The design development phase drawings shall show the extent of the site, location of the project on the site, and the general disposition of the principal features and equipment embodied in the project, and shall be sufficiently developed so as to fix and illustrate the size and character of the project in all of its essential basic particulars as to kinds of materials, types of structure, and mechanical and electrical systems. All specifications shall be prepared in accordance with the CSI format. The Engineer shall submit for review and approval the number of sets of drawings, specifications, and detailed cost estimates specified in the task letter prepared for the project, as hereinafter provided in Section C.

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

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

c. Contract Documents Phase

The Engineer must receive written notice from the State to proceed with the contract documents phase before commencing the phase. The documents to be provided in this phase are a part of the construction contract and as such must explain in substantial detail the full scope of the work to be included in, and performed under, the construction contract.

A final detailed estimate of the cost of construction, including unit prices, quantities, labor and materials, predicated on the contract documents phase drawings and detailed specifications, shall be included as a part of this phase. All specifications shall be prepared in accordance with the CSI format and in accordance with Part II of Chapter 60 of the Connecticut General Statutes, as revised, when applicable. The Engineer shall submit for review and approval the number of sets of drawings, specifications, and detailed cost estimates specified in the task letter prepared for the project, as hereinafter provided in Section C. Such review and approval by the State does not relieve the Engineer of responsibility arising out of the State's reliance on the Engineer's professional skill and ability to discharge her/his/its services as required by this contract.

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

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

d. Drawings

The Engineer shall develop drawings for this project using computer aided drafting software fully compatible with AutoCAD Release 2000 or such other version as approved in writing by the Department of Public Works in the individual task letters. After the documents to be provided in the contract documents phase are approved by the Department of Public Works, and at a time specified by the Department of Public Works, the Engineer shall submit drawings on 3 1/2 inch diskettes, CD ROM disk, or DC 2000 tape

backup. Upon completion of construction of the project, the Engineer shall submit revised diskette or tape backup to reflect as-built conditions. Should the work described in this subparagraph be required for a specific project, the Engineer shall be notified of such in the task letter prepared for the project, as hereinafter provided in Section C. All AutoCAD documentation related to a project shall be of a single media type. All the work called for in this paragraph shall be provided by the Engineer at no additional cost to the State.

e. Bidding Process

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

2. CONSTRUCTION ADMINISTRATION SERVICES

The Engineer shall perform construction administration services during construction as necessary. Such services shall, as part of the services to be rendered for the Engineer's established fee, include as much of the Engineer's professional services and the services of the Engineer's consultants as the State deems necessary for the well-being of the project and efficient prosecution of the construction work, but shall not include the Engineer's undertaking continuous on-site observation of the work. If the Engineer fails to perform such duties in a conscientious and reasonable manner, the State may exercise its right to terminate this contract as hereinafter provided in Section S.

Additionally, it is understood and agreed to by the Engineer and the State that the duties of the Engineer shall include, but not be limited to, the following services:

- a. observe the progress of construction in order to determine whether there appear to be any defects or deficiencies in the construction work or deviations from the drawings and specifications, including variations from the materials specified and the methods of construction authorized. The Engineer shall not be required to guarantee the performance of the general contractor or her/his/its subcontractors;
- b. attend job meetings, as required, at which the Engineer shall, on the basis of the Engineer's visitations to the site and observations thereon, report on the progress of the work and make recommendations concerning the same;
- c. submit to DPW on the fifteenth and last days of each month, in such form as directed by the State, observation-based reports regarding the progress of the work;
- d. review submittals and furnish recommendations to the State concerning material and equipment, and review and report on the general contractor's proposals in connection with changes in the construction contract. These services are to be performed within five (5) calendar days of receipt of such proposals so as not to delay the work;
- e. review partial payment requisitions submitted by the general contractor within three (3) working days of the receipt of such submittals;
- f. review and comment on shop drawings submitted to her/him/it for review. This service is to be performed within five (5) working days of the receipt of such submittals unless DPW assents to written notification of why this cannot be accomplished;
- g. within thirty (30) calendar days after receipt, record on the original final tracings and CAD disks returned to her/him/its after the construction contract award all changes made during the period of construction as furnished and recorded by the general contractor, and, at her/his/its expense, provide reproducible mylars and updated CAD disks to the State that reflect such changes. The mylars and CAD disks shall become the property of the State;
- h. fully cooperate with DPW during the progress of the work. In the event that the time period of the construction contract is exceeded by more than 10% due to no fault of the Engineer, the Engineer shall be paid for any additional services required beyond the 10% construction contract time overrun a reasonable fee to be determined by the Commissioner of DPW, hereinafter called the "Commissioner." The question of fault or no fault on the part of the Engineer shall be determined by the Commissioner.

3. In accordance with State requirements, the Engineer shall perform construction administration on construction projects designed by DPW or other consultants employed by the State.
4. The Engineer shall review drawings and specifications prepared by other consultants employed by the State. Such reviews shall be conducted in accordance with State requirements.
5. The Engineer shall provide the engineering services that might become necessary to supplement the work of DPW personnel.
6. The Engineer shall notify DPW in writing of any materials encountered on any assignments that appear to be asbestos or appear to contain asbestos. It is understood that the Engineer is not an asbestos specialist and that the Engineer's responsibility shall not extend beyond attempting to identify those materials present that may be asbestos or may contain asbestos, and informing DPW when such materials are noted. In those cases where asbestos or asbestos-containing materials are present but are not detected by the Engineer, the Engineer will not be held liable. All work involving the location, encapsulation, removal, disposal, etc., of asbestos or asbestos-containing material will be performed by asbestos abatement and air and/or bulk sampling specialists hired by the State.

The above notwithstanding, should the project assigned involve roofing systems and should the location, encapsulation, removal, disposal, etc., of asbestos or asbestos-containing materials in such roofing systems be part of the scope of work agreed to by the State and the Engineer, then the Engineer shall provide such services. The conditions of provision of such services shall be as set forth in the task letter prepared for the project, as hereinafter provided in Section C, and the Engineer shall proceed with the asbestos-related work according to guidelines provided by DPW before commencement of the work.

#### 7. THRESHOLD ENGINEERING SERVICES

For a proposed structure or addition thereto which exceeds the threshold limit as provided in Section 29-276b of the Connecticut General Statutes, as revised, the Engineer shall perform the following services when directed in writing:

##### a. DESIGN PLAN PHASE

1. Review the plans, specifications, and structural computations of the structure or addition to be constructed to determine their compliance with the requirements of the State Building Code to the extent necessary to assure the stability and integrity of the primary structural support systems of such structure or addition;
2. Contact the engineer of record to resolve any disagreements in design;
3. Submit a written summary to the Department of Public Works. This summary shall document the items reviewed and state a conclusion as to whether the stability and integrity of the primary structural support systems are in conformance with the requirements of the State Building Code. The summary report shall be affixed with the seal of a professional engineer (structural) licensed in the State of Connecticut.

*JTB 4-25-07 JTR*

##### b. CONSTRUCTION PHASE

Review modifications of approved structural plans and design specifications and applicable shop drawings necessary to determine compliance with the requirements of the State Building Code to the extent necessary to assure the stability and integrity of the primary structural support systems.

##### c. SUBMISSIONS

Submit the following:

###### 1. First Submittal

The first submittal shall consist of a written report noting initial structural review comments on all plans, specifications, and structural computations.

###### 2. Second Submittal

The second submittal shall consist of a written report documenting the items reviewed and stating a conclusion as to whether the stability and integrity of the primary structural support systems are in

~~conformance with the requirements of the State Building Code. The report shall be affixed with the seal of the professional engineer (structural) licensed in the State of Connecticut.~~

The second submittal shall also consist of a letter addressed to the State Building Inspector, including a summary statement indicating which structural aspects were reviewed and stating that the subject project is in compliance with the State Building Code.

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3. Third Submittal

The third submittal shall consist of a written report documenting approved structural modifications to the plans and specifications during the construction phase of the project and stating a conclusion as to whether the stability and integrity of the primary structural support systems are in conformance with the requirements of the State Building Code.

8. QUALIFICATIONS OF THE ENGINEER FOR THRESHOLD LIMIT REVIEW AND STRUCTURAL ENGINEERING ASSIGNMENTS

~~The Engineer acknowledges that it is a structural engineer, is currently registered in the State of Connecticut as a professional engineer, and has design experience of similar structures or additions to those being reviewed.~~

- C. The services specified in Section B shall be performed in accordance with the provisions noted in each task letter prepared by DPW for each project. Each task letter shall detail the scope of the project and shall specify the total "fixed fee" compensation, when applicable, for the aforesaid services. The compensation shall be a reasonable amount determined by the Commissioner. Such letters shall be issued during the time period of this contract set forth in Section D and shall specify a time frame for completion of each project. Each task letter shall reference both a DPW project number and a task number specific to the project. No work shall be performed until the Engineer receives the approved task letter.
- D. This contract shall commence with the date this contract was entered into and shall expire on **May 19, 2009**. No new projects may be assigned on or after the expiration date, but all projects assigned prior to the expiration date will be allowed to continue to completion with all the terms and conditions of this contract herein set forth remaining in full force and effect. The term of this contract may be extended in writing by the Commissioner.
- E. The maximum total cumulative fee allowed the Engineer under this contract shall not exceed **Three Hundred Thousand Dollars (\$300,000.00)**. The Engineer shall be entitled to a payment of **Ten Dollars (\$10.00)** at the termination of this contract if at such time the Engineer has not received any fee under this contract.
- F. When approximately 75% of the fee set forth in Section E has been expended, the Engineer shall notify the DPW A/E Contracts Administrator in writing of the amount of work completed to that date under this contract. Said notification shall include an itemization of all fees that have been paid to the Engineer pursuant to the work.
- G. If for reasons of incomplete scope, complexity, etc., a fixed fee cannot be determined by the Commissioner, the State shall compensate the Engineer for services rendered under this contract on the basis of pre-approved hourly rates for the personnel assigned to perform the services. The hourly rates shall be determined in accordance with the provisions set forth in the Office of Policy and Management General Letter No. 97-1 dated November 21, 1996, which letter is incorporated herein by reference and made a part hereof as though fully set forth herein. Notwithstanding the preceding sentence, a pre-approved hourly rate shall not exceed a reasonable rate, as determined by the Commissioner, taking into consideration the skills and experience of the person providing the services. When pre-approved hourly rates are applicable, the State shall be responsible for payment for overhead and profit, as set forth in OPM General Letter 97-1. Hourly rate payments shall be made in accordance with the terms and conditions of each task letter. Monthly requests for payment shall be submitted on properly prepared invoice forms with attachments showing actual hours worked, pre-approved hourly rates applied, and any allowable additional direct costs included in the statement. The Engineer shall certify that each amount invoiced is both accurate and commensurate with the work performed for the State under this contract. The State reserves the right to periodically audit the Engineer's financial records. It is specifically understood that these pre-approved hourly rate payments shall only apply for the period of time that the person is actually employed on projects assigned under this contract.
- H. The Engineer shall not be reimbursed for per diem expenses or travel expenses.

- I. Should the Engineer require the services of registered consultants at any time during the duration of this contract, their names and qualifications shall be submitted to the State for approval. Such consultants shall provide evidence of their competence by affixing their seals on any drawings or specifications prepared by them or under their supervision. The Engineer shall not receive any additional payment from the State in regard to such consultants unless their services relate to hourly-rate assigned work of the Engineer. In such event, the State shall reimburse the Engineer for the cost of such services and in addition shall also pay the Engineer ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.
- J. Should it be necessary for the Engineer to engage the services of a test boring firm for the purposes of this contract, the State shall reimburse the Engineer for the cost of such services and in addition shall also pay the Engineer ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.
- K. If, in the opinion of the State, any special technical service is required which is not usually furnished in engineering practice and which is not included in this contract, either expressed or implied by the nature of the work, then the State shall, in writing, authorize the service and the related cost. The Engineer's selection of the consultant retained in connection therewith is to be submitted for approval.

The State shall reimburse the Engineer for the cost of any such services and in addition shall also pay the Engineer ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.

- L. Should the Engineer personally wish to perform special services as described in Sections J and K, the Engineer shall submit to the State a written quotation of the cost of so performing such services. The quotation shall not include, nor shall the Engineer be paid for, an additional percentage of the cost for overhead and profit. In addition, the Engineer shall arrange to have at least three (3) independent outside sources submit written quotations for the work directly to the State in sealed envelopes. The State shall decide whether to allow the Engineer to perform the work with the Engineer's own forces based on the Engineer's quotation, and shall notify the Engineer accordingly.
- M. If at any time during the term of any project assigned under this contract the State should require the Engineer to make any substantial change in the size or scope of the work or require any substantial change in plan, design, or specification which shall necessitate the preparation by the Engineer of additional sketches, drawings, or other documents, or the making of substantial changes in any other document already approved, or upon which substantial work had been done pursuant to instruction to proceed, then, and in such event, the Engineer shall prepare the additional documents and make changes as required and shall be entitled to reasonable compensation therefor. The Commissioner shall determine the amount of such compensation and the manner of payment thereof. If the State should require any such substantial changes and if these should result in a change in the amount of the total construction budget for the project, said amount shall be considered changed to an amount determined by the Commissioner.

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

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

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

provisions of this section shall survive the termination of this contract and shall thereafter remain in full force and effect.

- O. The Engineer covenants and agrees to perform the services called for under this contract in accordance with the standards and practices of the Engineer's profession.
- P. The Engineer, at its expense, shall indemnify and hold harmless the State of Connecticut, its officers, agents, and employees from and against all claims, causes of action, legal proceedings, suits, losses, damages, and expenses initiated, suffered, or claimed to have been suffered by third parties not involved by contract in the project, but only to the extent that they arise out of, or result from, noncompliance with applicable statutes, codes and regulations, or the negligence, errors, or omissions of the Engineer in the performance of this contract; provided, however, that the Engineer shall not be liable by reason of indemnification for any loss caused by the fault or negligence of the DPW or others who are not the responsibility of the Engineer.

Q. INSURANCE

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

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

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

coverages as required in this section shall be filed with the DPW prior to the time this contract is executed on behalf of the State.

#### R. SUSPENSION OF THE WORK

1. The State, at any time, may suspend all or any part of the services of the Engineer. In such event, the Engineer shall be given three (3) days' notice of such suspension in writing by registered or certified mail to the Engineer's address as given for correspondence purposes. The mailing of such notice shall preclude any claim on the part of the Engineer as to failure to receive notice of such suspension.
2. In the event of suspension by the State as noted above, the Engineer shall be entitled to such compensation as the Commissioner shall deem reasonable.
3. Should the State reactivate any assigned work covered by this contract, in whole or in part, within one year from the time the work was suspended, any fees paid to the Engineer pursuant to this contract shall be applied as payment on the fees for the work as set forth in this contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year, the Engineer and the State may renegotiate the fees for the work based on current conditions or either may unilaterally elect to terminate the remaining work.
4. In the event the State decides to suspend any work under this contract, the State shall become entitled, after payment of outstanding fees, to all finished and unfinished documents prepared pursuant to this contract.
5. If the Engineer should be unwilling or unable to perform the services required by this contract at the time the State desires to reactivate the work after a period of suspension, then all finished or unfinished documents prepared pursuant to this contract shall become the property of the State and the State shall have the right to immediate possession and use thereof.

#### S. TERMINATION OF CONTRACT

1. Notwithstanding any provisions or language in this contract to the contrary, the Commissioner may terminate the contract whenever he determines in his sole discretion that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Engineer of a written notice of termination. The notice of termination shall be sent by registered or certified mail to the Engineer's address as furnished to the State for purposes of correspondence, or by hand delivery. Upon receipt of such notice, the Engineer shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Engineer in performing her/his/its duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State.
  2. If the termination is for the convenience of the State, the Engineer shall be entitled to receive reasonable compensation for services already satisfactorily performed and accepted, but no amount shall be allowed for anticipated profit on unperformed services. The Commissioner shall determine the amount of such compensation.
  3. If the termination is for reason of failure of the Engineer to fulfill her/his/its contract obligations, the State may take over the work and prosecute the same to completion by contract or otherwise. In such event, the Engineer shall be liable to the State for any additional costs occasioned to the State thereby.
  4. If after notice of termination for failure of the Engineer to fulfill her/his/its contract obligations it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the State. In such event, the Engineer shall be entitled to reasonable compensation as provided in Paragraph 2 of this section.
  5. The rights and remedies of the parties provided in this section are in addition to any other rights and remedies provided by law or under this contract.
- T. If the Engineer is a sole proprietor and the Engineer should die during the term of this contract, this contract shall be considered terminated. In the event of such termination, the Engineer's estate shall be entitled to a reasonable payment for any uncompensated work performed to the date of death, and the State shall have title to, and shall have the right to immediate use and possession of, all finished and unfinished documents prepared under this contract. The Commissioner shall determine the amount of such payment.

## U. CONFIDENTIALITY OF DOCUMENTS

1. The Engineer agrees on behalf of the Engineer and the Engineer's principals, employees, agents, heirs, successors and assigns that they shall only utilize drawings, specifications, maps, reports, records or other documents to the extent necessary for the performance of the Engineer's work and duties under this contract. This limitation on use applies to those items produced by the Engineer, as well as to those items received by the Engineer from the Department of Public Works or others in connection with the Engineer's work and duties under this contract.
2. The Engineer further agrees that said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract. No other disclosure shall be permitted without the prior written consent of the Department of Public Works.
3. The Engineer further agrees that the following provision will be included in its contracts with sub-consultants:

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

V. This section is inserted in connection with subsection (a) of Section 4a-60 of the Connecticut General Statutes, as revised.

(a) For the purposes of this section, "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 Conn. Gen. Stat. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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.

For the purposes of this section, "Commission" means the Commission on Human Rights and Opportunities.

For the purposes of this section, "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.

(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, mental retardation, 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. 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, mental retardation, 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; (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 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 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 Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e, and 46a-68f; (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 they relate to the provisions of this section and Conn. Gen. Stat. Section 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 project.

(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 Conn. Gen. Stat. Section 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.

W. This section is inserted in connection with subsection (a) of Section 4a-60a of the Connecticut General Statutes, as revised.

(a) (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 of 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 Section 46a-56 of the Connecticut General Statutes; (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 that relate to the provisions of this section and Section 46a-56 of the Connecticut General Statutes.

(b) The contractor shall include the provisions of subsection (a) 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 Section 46a-56 of the Connecticut General Statutes; 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.

(c) 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.

X. Executive Orders. The 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. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to 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.

1. The contractor agrees to abide by such Executive Orders.
2. The State Contracting Standards Board may review this contract and recommend termination of the contract for a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes, or wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
3. This contract may be cancelled, terminated or suspended by DPW or the State Labor Commissioner for violation of or noncompliance with Executive Orders No. Three or Seventeen or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not party to this contract. The State Labor Commissioner shall have continuing jurisdiction regarding contract performance concerning nondiscrimination and listing all employment openings with the Connecticut State Employment Service until the contract is completed or until the contract is terminated prior to completion.
4. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the contractor will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.
5. This contract may be cancelled, terminated, or suspended by DPW or the State for violation of or noncompliance with Executive Order Sixteen. In addition, the contractor agrees to include a copy of Executive Order Sixteen, and the requirement to comply with said order, in all contracts with its contractors, subcontractors, consultants, subconsultants and vendors.

Y. This contract is subject to the provisions of the Department of Public Works Sexual Harassment Policy ("Policy") and, as such, the contract may be cancelled, terminated, or suspended by the State in the event that the contractor, its employees, contractors, subcontractors, consultants, subconsultants, or vendors engage in behavior prohibited by the provisions of the Policy (a copy of the Policy is attached to this contract as Exhibit A). The contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, subconsultants, and vendors.

Z. The Summary of State Ethics Laws posted on the DPW home page (<http://www.ct.gov/dpw/site/default.asp>), and as may be revised from time to time, is incorporated herein by reference as if fully set forth herein. This Summary may be found by clicking on "Affidavits."

#### AA. LARGE STATE GOVERNMENT CONTRACTS

If the Engineer is a large state contractor, the Engineer shall comply with the provisions of Section 4-61dd of the Connecticut General Statutes, as may be revised.

1. "Large state contract" and "Large state contractor" shall have the same meanings as set forth in Section 4-61dd(g) of the Connecticut General Statutes, as may be revised.

2. Each contract between a state or quasi-public agency and a large state contractor shall provide that, if an officer, employee, or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of Section 4-61dd of the Connecticut General Statutes, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.
3. Each large state contractor shall post a notice of the provisions of Section 4-61dd relating to large state contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

#### BB. ANNUAL CERTIFICATION

If the aggregate value of this contract is \$50,000.00 or more, including all amendments and/or commission letters, then the Engineer shall annually submit, on or within two (2) weeks of the anniversary date of the execution of this contract, a completed annual contract certification to Room 437, 165 Capitol Avenue, Hartford, CT 06106, to the attention of the Contracts Secretary. For the purposes of this section, the execution date of the contract shall be the date the Commissioner of DPW signs the contract.

#### CC. CONNECTICUT LAW

It is agreed that this contract shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

#### DD. APPROVAL OF THE STATE PROPERTIES REVIEW BOARD

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

#### EE. CAMPAIGN CONTRIBUTION RESTRICTION PROVISION

1. Campaign Contribution Restrictions. This section (the "CCR Section") is included here pursuant to Conn. Gen. Stat. § 9-333n and, without limiting its applicability, is made applicable to State Contracts, bid solicitations, request for proposals and prequalification certificates, as the context requires. This CCR Section, without limiting its applicability, is also made applicable to State Agencies, Quasi-public Agencies, the General Assembly, State Contractors, Prospective State Contractors and the holders of valid prequalification certificates, as the context requires.

(a) For purposes of this CCR Section only:

(1) "Quasi-public Agency" means the Connecticut Development Authority, Connecticut Innovations, Incorporated, Connecticut Health and Educational Facilities Authority, Connecticut Higher Education Supplemental Loan Authority, Connecticut Housing Finance Authority, Connecticut Housing Authority, Connecticut Resources Recovery Authority, Connecticut Hazardous Waste Management Service, Capital City Economic Development Authority, Connecticut Lottery Corporation, or as this definition may otherwise be modified by Title 1, Chapter 12 of the Connecticut General Statutes concerning quasi-public agencies.

(2) "State Agency" means any office, department, board, council, commission, institution or other agency in the executive, legislative or judicial branch of State government, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(3) "State Contract" means an agreement or contract with the State or any State Agency or any Quasi-public Agency, 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 fiscal year, for (A)

the rendition of personal services, (B) the furnishing of any material, supplies or equipment, (C) the construction, alteration or repair of any public building or public work, (D) the acquisition, sale or lease of any land or building, (E) a licensing arrangement, or (F) a grant, loan or loan guarantee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(4) "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 the termination of said contract. "State contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial 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, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(5) "Prospective State Contractor" means a person, business entity or nonprofit organization that (A) submits a bid in response to a bid 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 State Contract has been entered into, or (B) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under Section 4a-100 of the Connecticut General Statutes. "Prospective State Contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial 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. Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing may modify this definition, which modification shall control.

(6) "Principal of a State Contractor or Prospective State Contractor" (collectively referred to in this CCR Section as "Principal") means (A) an individual who is a member of the board of directors of, or has an ownership interest in, a State Contractor or Prospective State Contractor, which is a business entity, except for an individual who (i) owns less than five per cent of the shares of any such State Contractor or Prospective State Contractor that is a publicly traded corporation, or (ii) is a member of the board of directors of a nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, (B) an individual who is employed by a State Contractor or Prospective State Contractor, which is a business entity, as president, treasurer or executive or senior vice president, (C) an individual who is the chief executive officer of a State Contractor or Prospective State Contractor, which is not a business entity, (D) an employee of any State Contractor or Prospective State Contractor who has managerial or discretionary responsibilities with respect to a State Contract, (E) the spouse or a dependent child of an individual described in this subparagraph, or (F) a political committee established by or on behalf of an individual described in this subparagraph, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(b) No State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from a State Agency in the executive branch or a Quasi-public Agency, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) 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, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.

(c) No State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from the General Assembly, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (2) a political committee authorized to make contributions or

expenditures to or for the benefit of such candidates, or (3) a party committee.

(d) If a State Contractor or a Principal of a State Contractor makes or solicits a contribution prohibited under this CCR Section, the contracting State Agency or Quasi-public Agency may void the existing contract with said contractor, and no State Agency or Quasi-public Agency shall award the State Contractor a State Contract or an extension or an amendment to a State Contract for one year after the election for which such contribution is made or solicited.

(e) If a Prospective State Contractor or a Principal of a Prospective State Contractor makes or solicits a contribution prohibited under this CCR Section, no State Agency or Quasi-public Agency shall award the Prospective State Contractor the contract described in the bid solicitation or request for proposals, or any other State Contract for one year after the election for which such contribution is made or solicited.

(f) The chief executive officer of each State Contractor and Prospective State Contractor, or if a State Contractor or Prospective State Contractor has no such officer then the officer who duly possesses and exercises comparable powers and duties, shall certify, in the form of an affidavit executed subject to the penalties of false statement, that: (1) such officer has informed each individual described in subsection (a)(6) of this CCR Section with regard to said State Contractor or Prospective State Contractor concerning the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), (2) no such individual will make or solicit a contribution in violation of the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), and (3) if any such contribution is made or solicited, the State Contractor or Prospective State Contractor, as the context requires, shall not be awarded the contract described in the bid solicitation or request for proposals and shall not be awarded any other State Contract for one year after the election for which such contribution is made or solicited. Such officer shall submit the affidavit to the contracting State Agency or Quasi-public Agency prior to, in the case of an RFP, executing a negotiated contract or prior to, in the case of an ITB, the award and acceptance of a contract. In the case of an application for prequalification to the Connecticut Department of Administrative Services ("DAS"), the application shall not be deemed to be complete until DAS receives the affidavit. The State Contractor or Prospective Contractor shall submit the affidavit on a form which the State Elections Enforcement Commission ("SEEC") prescribes.

(g) The person executing the affidavit referenced in subsection (f) shall submit to the SEEC a list of Principals in accordance with the requirements set forth on a form that the SEEC shall have prescribed for this purpose. The complete list of Principals shall be submitted to the SEEC at the same time that the affidavit is submitted to the State Agency, Quasi-public Agency or, in the case of a prequalification application, DAS. Notwithstanding any other provision in any applicable document or instrument, no party to the Contract, or a contract awarded pursuant to a non-competitive procurement, may begin performing in any way until the contracting State Agency or Quasi-public Agency has received the affidavit referenced in subsection (f) and the SEEC has received the Principals list.

(h) Notwithstanding any other provision in the Contract, invitation to bid, request for proposals and prequalification application:

(1) The State Contractor and Prospective State Contractor shall report to the SEEC, on a form which the SEEC prescribes, any changes in Principals occurring from and after the date of the previous Principals list by submitting and delivering such form to the SEEC no later than the fifteenth day of each month following the month when a change in Principals occurs, or the next succeeding business day, whichever is later. If the Contractor or Prospective State Contractor fail to submit and deliver the appropriately completed form by its due date, then the SEEC shall notify the State Agency or Quasi-public Agency and the Contractor of the failure in writing. The State Agency or Quasi-public Agency shall then review all relevant information and determine whether such failure constitutes a breach of this Contract. If the State Agency or Quasi-public Agency determines that a breach of this Contract has occurred, then the State Agency or Quasi-public Agency shall deliver a notice of breach to the Contractor, affording the Contractor an opportunity to cure the breach within ten (10) days from the date that the Contractor receives the notice. The State Agency or Quasi-public Agency may extend the right to cure period if, and

continuing so long as, the State Agency or Quasi-public Agency is satisfied that the Contractor is making a good faith effort to cure the breach but the nature of the breach is such that it cannot be cured within the right to cure period. The SEEC may, if it deems it to be appropriate, send to the Contractor electronic reminders of the Contractor's obligation to report changes in Principals. The undertaking of this reminder is permissive and shall not be construed to be a condition precedent to the Contractor's obligation to submit and deliver the form timely.

(2) If the State Agency or Quasi-public Agency determines that the Contractor has breached the Contract by failing to comply with the requirements of this CCR provision, then the State Agency or Quasi-public Agency may, after expiration of the right to cure period, direct all appropriate State entities using the Contract to withhold any payment, in whole or in part, that may be due and owing to the Contractor under this Contract until such time as the Contractor submits and delivers an appropriately completed form to the SEEC.

(3) If the Contractor fails to submit and deliver the Principals list form timely three times in any 12-month period, then the SEEC may recommend to the State Agency or Quasi-public Agency that it take these failures into account for purposes of evaluating the Contractor's responsibility in future procurements. The SEEC may recommend that the State Agency or Quasi-public Agency make a determination that the Contractor is not responsible.

(4) The Contractor's failure to submit and deliver the Principals list form timely for the third time in any 12-month period shall, upon the SEEC's recommendation, entitle the State Agency or Quasi-public Agency to Cancel the Contract. Accordingly, the third notice of breach to the Contractor from the State Agency or Quasi-public Agency in any 12-month period may include an effective Contract Cancellation date, in which case no further action shall be required of any party to effect the Cancellation of the Contract as of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the State Agency or Quasi-public Agency may Cancel the Contract by giving the Contractor no less than twenty four (24) hours' prior written notice.

(5) Noting the absence of the SEEC's signature on the Contract, the State Agency or Quasi-public Agency represents that the SEEC has previously agreed in writing to assume the rights and responsibilities attaching to the SEEC and set forth in this CCR section. The State Agency or Quasi-public Agency shall provide a copy of that document to the Contractor upon request.

#### FF. APPROVAL OF THE ATTORNEY GENERAL'S OFFICE

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

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

Attested by:

Diane M. Chace  
Witness Diane M. Chace

Holly J. Hart  
Witness Holly J. Hart

Attested by:

Nancy H Stone  
Witness NANCY H STONE

Michel Plickys  
Witness MICHAEL PLICKYS

State of Connecticut

By: James T. Fleming  
James T. Fleming  
Its Commissioner  
of the Department of Public Works

Date signed: 6/11/07

Macchi Engineers LLC

By: James Prolemun  
Its MANAGING MEMBER, Duly Authorized

Date signed: 4/12/2007

Approved as to form:

Will B. NK  
**ASSOC. ATTY. GENERAL** Attorney General

Date signed: 6/21/07

STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC WORKS

ENGINEER'S CONTRACT FOR ON-CALL SERVICES  
Vehicular Parking Consultant Services

CONTRACT NUMBER: OC-DPW-VEH-0011

This contract is entered into this 13<sup>th</sup> day of JUNE, 2007, by and between

James P. Purcell Associates, Inc.  
90 National Drive  
Glastonbury, CT 06033

hereinafter called the "Engineer" or "contractor," and the State of Connecticut, hereinafter called the "State," acting herein by its Commissioner of the Department of Public Works (DPW), duly authorized under the provisions of Sections 4-8 and 4b-1 of the Connecticut General Statutes, as revised.

WITNESSETH

Whereas the State is desirous of having the Engineer provide services to temporarily augment State forces in the preparation of design plans, specifications, estimates, and related data and studies for various infrastructure projects throughout the State, and

Whereas the Engineer is experienced as to work on all types of infrastructure projects, and

Whereas the Engineer is desirous of performing such work;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto do hereby agree as follows:

- A. For each specific project assigned under this contract, the Engineer shall furnish a project manager, architects, engineers, and other personnel to do work when directed as hereinafter provided. For all such projects, the Engineer agrees to follow the applicable provisions set forth in the manual entitled "Consultants Procedure Manual" dated March 24, 2005, and prepared by the State of Connecticut, Department of Public Works, given to the Engineer prior to this contract being entered into, and which may be modified from time to time.
- B. For each specific project assigned under this contract, the Engineer shall perform the following services when directed in writing:
  1. DESIGN SERVICES. The Engineer shall perform services during the schematic design phase, the design development phase, the contract documents phase, and the bidding period as hereinafter specified.

a. Schematic Design Phase

Pursuant to conferences with the State, designs shall be prepared by the Engineer to encompass the general program of the project. These designs shall consist of small scale drawings, elevations, sections, and outline specifications. All specifications shall be prepared in accordance with the CSI (Construction Specifications Institute) format. At this time the Engineer shall make sufficiently accurate estimates to determine the feasibility of constructing the project within the funds available. At the beginning of the schematic design phase, the Engineer shall engage her/his/its consultants as set forth in Section I. The Engineer shall submit for review and approval the number of sets of drawings, specifications, and detailed cost estimates specified in the task letter prepared for the project, as hereinafter provided in Section C.

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

If the estimate agreed to by the State and Engineer exceeds the funds authorized for construction, or if the State and Engineer cannot agree upon an estimate of the probable construction cost and the probable cost of construction as determined by the State exceeds both the Engineer's estimate and the funds authorized for construction, then the State shall have the right to require the Engineer to make such revisions as the State deems necessary at the time to bring the cost within the funds authorized for construction.

b. Design Development Phase

The Engineer must receive written notice from the State to proceed with the design development phase before commencing the phase. The design development phase drawings shall show the extent of the site, location of the project on the site, and the general disposition of the principal features and equipment embodied in the project, and shall be sufficiently developed so as to fix and illustrate the size and character of the project in all of its essential basic particulars as to kinds of materials, types of structure, and mechanical and electrical systems. All specifications shall be prepared in accordance with the CSI format. The Engineer shall submit for review and approval the number of sets of drawings, specifications, and detailed cost estimates specified in the task letter prepared for the project, as hereinafter provided in Section C.

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

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

c. Contract Documents Phase

The Engineer must receive written notice from the State to proceed with the contract documents phase before commencing the phase. The documents to be provided in this phase are a part of the construction contract and as such must explain in substantial detail the full scope of the work to be included in, and performed under, the construction contract.

A final detailed estimate of the cost of construction, including unit prices, quantities, labor and materials, predicated on the contract documents phase drawings and detailed specifications, shall be included as a part of this phase. All specifications shall be prepared in accordance with the CSI format and in accordance with Part II of Chapter 60 of the Connecticut General Statutes, as revised, when applicable. The Engineer shall submit for review and approval the number of sets of drawings, specifications, and detailed cost estimates specified in the task letter prepared for the project, as hereinafter provided in Section C. Such review and approval by the State does not relieve the Engineer of responsibility arising out of the State's reliance on the Engineer's professional skill and ability to discharge her/his/its services as required by this contract.

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

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

d. Drawings

The Engineer shall develop drawings for this project using computer aided drafting software fully compatible with AutoCAD Release 2000 or such other version as approved in writing by the Department of Public Works in the individual task letters. After the documents to be provided in the contract documents phase are approved by the Department of Public Works, and at a time specified by the Department of Public Works, the Engineer shall submit drawings on 3 1/2 inch diskettes, CD ROM disk, or DC 2000 tape

backup. Upon completion of construction of the project, the Engineer shall submit revised diskette or tape backup to reflect as-built conditions. Should the work described in this subparagraph be required for a specific project, the Engineer shall be notified of such in the task letter prepared for the project, as hereinafter provided in Section C. All AutoCAD documentation related to a project shall be of a single media type. All the work called for in this paragraph shall be provided by the Engineer at no additional cost to the State.

e. Bidding Process

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

2. CONSTRUCTION ADMINISTRATION SERVICES

The Engineer shall perform construction administration services during construction as necessary. Such services shall, as part of the services to be rendered for the Engineer's established fee, include as much of the Engineer's professional services and the services of the Engineer's consultants as the State deems necessary for the well-being of the project and efficient prosecution of the construction work, but shall not include the Engineer's undertaking continuous on-site observation of the work. If the Engineer fails to perform such duties in a conscientious and reasonable manner, the State may exercise its right to terminate this contract as hereinafter provided in Section S.

Additionally, it is understood and agreed to by the Engineer and the State that the duties of the Engineer shall include, but not be limited to, the following services:

- a. observe the progress of construction in order to determine whether there appear to be any defects or deficiencies in the construction work or deviations from the drawings and specifications, including variations from the materials specified and the methods of construction authorized. The Engineer shall not be required to guarantee the performance of the general contractor or her/his/its subcontractors;
- b. attend job meetings, as required, at which the Engineer shall, on the basis of the Engineer's visitations to the site and observations thereon, report on the progress of the work and make recommendations concerning the same;
- c. submit to DPW on the fifteenth and last days of each month, in such form as directed by the State, observation-based reports regarding the progress of the work;
- d. review submittals and furnish recommendations to the State concerning material and equipment, and review and report on the general contractor's proposals in connection with changes in the construction contract. These services are to be performed within five (5) calendar days of receipt of such proposals so as not to delay the work;
- e. review partial payment requisitions submitted by the general contractor within three (3) working days of the receipt of such submittals;
- f. review and comment on shop drawings submitted to her/him/it for review. This service is to be performed within five (5) working days of the receipt of such submittals unless DPW assents to written notification of why this cannot be accomplished;
- g. within thirty (30) calendar days after receipt, record on the original final tracings and CAD disks returned to her/him/its after the construction contract award all changes made during the period of construction as furnished and recorded by the general contractor, and, at her/his/its expense, provide reproducible mylars and updated CAD disks to the State that reflect such changes. The mylars and CAD disks shall become the property of the State;
- h. fully cooperate with DPW during the progress of the work. In the event that the time period of the construction contract is exceeded by more than 10% due to no fault of the Engineer, the Engineer shall be paid for any additional services required beyond the 10% construction contract time overrun a reasonable fee to be determined by the Commissioner of DPW, hereinafter called the "Commissioner." The question of fault or no fault on the part of the Engineer shall be determined by the Commissioner.

3. In accordance with State requirements, the Engineer shall perform construction administration on construction projects designed by DPW or other consultants employed by the State.
4. The Engineer shall review drawings and specifications prepared by other consultants employed by the State. Such reviews shall be conducted in accordance with State requirements.
5. The Engineer shall provide the engineering services that might become necessary to supplement the work of DPW personnel.
6. The Engineer shall notify DPW in writing of any materials encountered on any assignments that appear to be asbestos or appear to contain asbestos. It is understood that the Engineer is not an asbestos specialist and that the Engineer's responsibility shall not extend beyond attempting to identify those materials present that may be asbestos or may contain asbestos, and informing DPW when such materials are noted. In those cases where asbestos or asbestos-containing materials are present but are not detected by the Engineer, the Engineer will not be held liable. All work involving the location, encapsulation, removal, disposal, etc., of asbestos or asbestos-containing material will be performed by asbestos abatement and air and/or bulk sampling specialists hired by the State.

The above notwithstanding, should the project assigned involve roofing systems and should the location, encapsulation, removal, disposal, etc., of asbestos or asbestos-containing materials in such roofing systems be part of the scope of work agreed to by the State and the Engineer, then the Engineer shall provide such services. The conditions of provision of such services shall be as set forth in the task letter prepared for the project, as hereinafter provided in Section C, and the Engineer shall proceed with the asbestos-related work according to guidelines provided by DPW before commencement of the work.

~~7. THRESHOLD ENGINEERING SERVICES~~

For a proposed structure or addition thereto which exceeds the threshold limit as provided in Section 29-276b of the Connecticut General Statutes, as revised, the Engineer shall perform the following services when directed in writing:

a. DESIGN PLAN PHASE

1. Review the plans, specifications, and structural computations of the structure or addition to be constructed to determine their compliance with the requirements of the State Building Code to the extent necessary to assure the stability and integrity of the primary structural support systems of such structure or addition;
2. Contact the engineer of record to resolve any disagreements in design;
3. Submit a written summary to the Department of Public Works. This summary shall document the items reviewed and state a conclusion as to whether the stability and integrity of the primary structural support systems are in conformance with the requirements of the State Building Code. The summary report shall be affixed with the seal of a professional engineer (structural) licensed in the State of Connecticut.

*STP*  
*WES*

b. CONSTRUCTION PHASE

Review modifications of approved structural plans and design specifications and applicable shop drawings necessary to determine compliance with the requirements of the State Building Code to the extent necessary to assure the stability and integrity of the primary structural support systems.

c. SUBMISSIONS

Submit the following:

1. First Submittal

The first submittal shall consist of a written report noting initial structural review comments on all plans, specifications, and structural computations.

2. Second Submittal

The second submittal shall consist of a written report documenting the items reviewed and stating a conclusion as to whether the stability and integrity of the primary structural support systems are in

~~conformance with the requirements of the State Building Code. The report shall be affixed with the seal of the professional engineer (structural) licensed in the State of Connecticut.~~

The second submittal shall also consist of a letter addressed to the State Building Inspector, including a summary statement indicating which structural aspects were reviewed and stating that the subject project is in compliance with the State Building Code.

### 3. Third Submittal

The third submittal shall consist of a written report documenting approved structural modifications to the plans and specifications during the construction phase of the project and stating a conclusion as to whether the stability and integrity of the primary structural support systems are in conformance with the requirements of the State Building Code.

## 8. QUALIFICATIONS OF THE ENGINEER FOR THRESHOLD LIMIT REVIEW AND STRUCTURAL ENGINEERING ASSIGNMENTS

~~The Engineer acknowledges that it is a structural engineer, is currently registered in the State of Connecticut as a professional engineer, and has design experience of similar structures or additions to those being reviewed.~~

- C. The services specified in Section B shall be performed in accordance with the provisions noted in each task letter prepared by DPW for each project. Each task letter shall detail the scope of the project and shall specify the total "fixed fee" compensation, when applicable, for the aforesaid services. The compensation shall be a reasonable amount determined by the Commissioner. Such letters shall be issued during the time period of this contract set forth in Section D and shall specify a time frame for completion of each project. Each task letter shall reference both a DPW project number and a task number specific to the project. No work shall be performed until the Engineer receives the approved task letter.
- D. This contract shall commence with the date this contract was entered into and shall expire on **May 19, 2009**. No new projects may be assigned on or after the expiration date, but all projects assigned prior to the expiration date will be allowed to continue to completion with all the terms and conditions of this contract herein set forth remaining in full force and effect. The term of this contract may be extended in writing by the Commissioner.
- E. The maximum total cumulative fee allowed the Engineer under this contract shall not exceed **Three Hundred Thousand Dollars (\$300,000.00)**. The Engineer shall be entitled to a payment of **Ten Dollars (\$10.00)** at the termination of this contract if at such time the Engineer has not received any fee under this contract.
- F. When approximately 75% of the fee set forth in Section E has been expended, the Engineer shall notify the DPW A/E Contracts Administrator in writing of the amount of work completed to that date under this contract. Said notification shall include an itemization of all fees that have been paid to the Engineer pursuant to the work.
- G. If for reasons of incomplete scope, complexity, etc., a fixed fee cannot be determined by the Commissioner, the State shall compensate the Engineer for services rendered under this contract on the basis of pre-approved hourly rates for the personnel assigned to perform the services. The hourly rates shall be determined in accordance with the provisions set forth in the Office of Policy and Management General Letter No. 97-1 dated November 21, 1996, which letter is incorporated herein by reference and made a part hereof as though fully set forth herein. Notwithstanding the preceding sentence, a pre-approved hourly rate shall not exceed a reasonable rate, as determined by the Commissioner, taking into consideration the skills and experience of the person providing the services. When pre-approved hourly rates are applicable, the State shall be responsible for payment for overhead and profit, as set forth in OPM General Letter 97-1. Hourly rate payments shall be made in accordance with the terms and conditions of each task letter. Monthly requests for payment shall be submitted on properly prepared invoice forms with attachments showing actual hours worked, pre-approved hourly rates applied, and any allowable additional direct costs included in the statement. The Engineer shall certify that each amount invoiced is both accurate and commensurate with the work performed for the State under this contract. The State reserves the right to periodically audit the Engineer's financial records. It is specifically understood that these pre-approved hourly rate payments shall only apply for the period of time that the person is actually employed on projects assigned under this contract.
- H. The Engineer shall not be reimbursed for per diem expenses or travel expenses.

- I. Should the Engineer require the services of registered consultants at any time during the duration of this contract, their names and qualifications shall be submitted to the State for approval. Such consultants shall provide evidence of their competence by affixing their seals on any drawings or specifications prepared by them or under their supervision. The Engineer shall not receive any additional payment from the State in regard to such consultants unless their services relate to hourly-rate assigned work of the Engineer. In such event, the State shall reimburse the Engineer for the cost of such services and in addition shall also pay the Engineer ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.
- J. Should it be necessary for the Engineer to engage the services of a test boring firm for the purposes of this contract, the State shall reimburse the Engineer for the cost of such services and in addition shall also pay the Engineer ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.
- K. If, in the opinion of the State, any special technical service is required which is not usually furnished in engineering practice and which is not included in this contract, either expressed or implied by the nature of the work, then the State shall, in writing, authorize the service and the related cost. The Engineer's selection of the consultant retained in connection therewith is to be submitted for approval.

The State shall reimburse the Engineer for the cost of any such services and in addition shall also pay the Engineer ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.

- L. Should the Engineer personally wish to perform special services as described in Sections J and K, the Engineer shall submit to the State a written quotation of the cost of so performing such services. The quotation shall not include, nor shall the Engineer be paid for, an additional percentage of the cost for overhead and profit. In addition, the Engineer shall arrange to have at least three (3) independent outside sources submit written quotations for the work directly to the State in sealed envelopes. The State shall decide whether to allow the Engineer to perform the work with the Engineer's own forces based on the Engineer's quotation, and shall notify the Engineer accordingly.
- M. If at any time during the term of any project assigned under this contract the State should require the Engineer to make any substantial change in the size or scope of the work or require any substantial change in plan, design, or specification which shall necessitate the preparation by the Engineer of additional sketches, drawings, or other documents, or the making of substantial changes in any other document already approved, or upon which substantial work had been done pursuant to instruction to proceed, then, and in such event, the Engineer shall prepare the additional documents and make changes as required and shall be entitled to reasonable compensation therefor. The Commissioner shall determine the amount of such compensation and the manner of payment thereof. If the State should require any such substantial changes and if these should result in a change in the amount of the total construction budget for the project, said amount shall be considered changed to an amount determined by the Commissioner.

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

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

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

provisions of this section shall survive the termination of this contract and shall thereafter remain in full force and effect.

- O. The Engineer covenants and agrees to perform the services called for under this contract in accordance with the standards and practices of the Engineer's profession.
- P. The Engineer, at its expense, shall indemnify and hold harmless the State of Connecticut, its officers, agents, and employees from and against all claims, causes of action, legal proceedings, suits, losses, damages, and expenses initiated, suffered, or claimed to have been suffered by third parties not involved by contract in the project, but only to the extent that they arise out of, or result from, noncompliance with applicable statutes, codes and regulations, or the negligence, errors, or omissions of the Engineer in the performance of this contract; provided, however, that the Engineer shall not be liable by reason of indemnification for any loss caused by the fault or negligence of the DPW or others who are not the responsibility of the Engineer.

Q. INSURANCE

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

1. Statutory Workers' Compensation and Employers' Liability:

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

2. Commercial General Liability:

- |                        |                              |
|------------------------|------------------------------|
| Combined single limit: | \$1,000,000 each occurrence  |
|                        | \$2,000,000 annual aggregate |

3. Comprehensive Automobile Liability

(to include owned, non-owned, and hired vehicles):

- |                       |                              |
|-----------------------|------------------------------|
| Combined single limit | \$1,000,000 each occurrence  |
|                       | \$1,000,000 annual aggregate |

4. Professional Services Liability Insurance: The Engineer shall furnish evidence by way of a certificate of insurance that it has obtained a professional services liability insurance policy with \$1,000,000.00 minimum coverage for negligence and errors and omissions. If any claims are paid against its professional services liability insurance policy, the Engineer agrees to purchase additional insurance in order to maintain the minimum coverage of \$1,000,000.00. The insurance shall remain in effect during the entire duration of this contract and for five years after substantial completion of the project. For policies written on a "Claims Made" basis, the Engineer agrees to maintain a retroactive date prior to or equal to the effective date of the contract. The Engineer shall contractually require any structural engineering firm it hires to maintain professional liability insurance in the same amount and with the same provisions indicated above. The Engineer's policy shall provide that it shall indemnify and save harmless the State and its officers, agents and employees from claims, suits, actions, damages and costs of every name and description resulting from negligence and errors and omissions in the work performed by the Engineer under the terms of this contract.

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

coverages as required in this section shall be filed with the DPW prior to the time this contract is executed on behalf of the State.

#### R. SUSPENSION OF THE WORK

1. The State, at any time, may suspend all or any part of the services of the Engineer. In such event, the Engineer shall be given three (3) days' notice of such suspension in writing by registered or certified mail to the Engineer's address as given for correspondence purposes. The mailing of such notice shall preclude any claim on the part of the Engineer as to failure to receive notice of such suspension.
2. In the event of suspension by the State as noted above, the Engineer shall be entitled to such compensation as the Commissioner shall deem reasonable.
3. Should the State reactivate any assigned work covered by this contract, in whole or in part, within one year from the time the work was suspended, any fees paid to the Engineer pursuant to this contract shall be applied as payment on the fees for the work as set forth in this contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year, the Engineer and the State may renegotiate the fees for the work based on current conditions or either may unilaterally elect to terminate the remaining work.
4. In the event the State decides to suspend any work under this contract, the State shall become entitled, after payment of outstanding fees, to all finished and unfinished documents prepared pursuant to this contract.
5. If the Engineer should be unwilling or unable to perform the services required by this contract at the time the State desires to reactivate the work after a period of suspension, then all finished or unfinished documents prepared pursuant to this contract shall become the property of the State and the State shall have the right to immediate possession and use thereof.

#### S. TERMINATION OF CONTRACT

1. Notwithstanding any provisions or language in this contract to the contrary, the Commissioner may terminate the contract whenever he determines in his sole discretion that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Engineer of a written notice of termination. The notice of termination shall be sent by registered or certified mail to the Engineer's address as furnished to the State for purposes of correspondence, or by hand delivery. Upon receipt of such notice, the Engineer shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Engineer in performing her/his/its duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State.
  2. If the termination is for the convenience of the State, the Engineer shall be entitled to receive reasonable compensation for services already satisfactorily performed and accepted, but no amount shall be allowed for anticipated profit on unperformed services. The Commissioner shall determine the amount of such compensation.
  3. If the termination is for reason of failure of the Engineer to fulfill her/his/its contract obligations, the State may take over the work and prosecute the same to completion by contract or otherwise. In such event, the Engineer shall be liable to the State for any additional costs occasioned to the State thereby.
  4. If after notice of termination for failure of the Engineer to fulfill her/his/its contract obligations it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the State. In such event, the Engineer shall be entitled to reasonable compensation as provided in Paragraph 2 of this section.
  5. The rights and remedies of the parties provided in this section are in addition to any other rights and remedies provided by law or under this contract.
- T. If the Engineer is a sole proprietor and the Engineer should die during the term of this contract, this contract shall be considered terminated. In the event of such termination, the Engineer's estate shall be entitled to a reasonable payment for any uncompensated work performed to the date of death, and the State shall have title to, and shall have the right to immediate use and possession of, all finished and unfinished documents prepared under this contract. The Commissioner shall determine the amount of such payment.

## U. CONFIDENTIALITY OF DOCUMENTS

1. The Engineer agrees on behalf of the Engineer and the Engineer's principals, employees, agents, heirs, successors and assigns that they shall only utilize drawings, specifications, maps, reports, records or other documents to the extent necessary for the performance of the Engineer's work and duties under this contract. This limitation on use applies to those items produced by the Engineer, as well as to those items received by the Engineer from the Department of Public Works or others in connection with the Engineer's work and duties under this contract.
2. The Engineer further agrees that said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract. No other disclosure shall be permitted without the prior written consent of the Department of Public Works.
3. The Engineer further agrees that the following provision will be included in its contracts with sub-consultants:

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

V. This section is inserted in connection with subsection (a) of Section 4a-60 of the Connecticut General Statutes, as revised.

(a) For the purposes of this section, "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 Conn. Gen. Stat. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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.

For the purposes of this section, "Commission" means the Commission on Human Rights and Opportunities.

For the purposes of this section, "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.

(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, mental retardation, 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. 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, mental retardation, 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; (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 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 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 Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e, and 46a-68f; (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 they relate to the provisions of this section and Conn. Gen. Stat. Section 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 project.

(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 Conn. Gen. Stat. Section 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.

W. This section is inserted in connection with subsection (a) of Section 4a-60a of the Connecticut General Statutes, as revised.

(a) (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 of 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 Section 46a-56 of the Connecticut General Statutes; (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 that relate to the provisions of this section and Section 46a-56 of the Connecticut General Statutes.

(b) The contractor shall include the provisions of subsection (a) 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 Section 46a-56 of the Connecticut General Statutes; 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.

(c) 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.

X. Executive Orders. The 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. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to 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.

1. The contractor agrees to abide by such Executive Orders.
2. The State Contracting Standards Board may review this contract and recommend termination of the contract for a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes, or wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
3. This contract may be cancelled, terminated or suspended by DPW or the State Labor Commissioner for violation of or noncompliance with Executive Orders No. Three or Seventeen or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not party to this contract. The State Labor Commissioner shall have continuing jurisdiction regarding contract performance concerning nondiscrimination and listing all employment openings with the Connecticut State Employment Service until the contract is completed or until the contract is terminated prior to completion.
4. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the contractor will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.
5. This contract may be cancelled, terminated, or suspended by DPW or the State for violation of or noncompliance with Executive Order Sixteen. In addition, the contractor agrees to include a copy of Executive Order Sixteen, and the requirement to comply with said order, in all contracts with its contractors, subcontractors, consultants, subconsultants and vendors.

Y. This contract is subject to the provisions of the Department of Public Works Sexual Harassment Policy ("Policy") and, as such, the contract may be cancelled, terminated, or suspended by the State in the event that the contractor, its employees, contractors, subcontractors, consultants, subconsultants, or vendors engage in behavior prohibited by the provisions of the Policy (a copy of the Policy is attached to this contract as Exhibit A). The contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, subconsultants, and vendors.

Z. The Summary of State Ethics Laws posted on the DPW home page (<http://www.ct.gov/dpw/site/default.asp>), and as may be revised from time to time, is incorporated herein by reference as if fully set forth herein. This Summary may be found by clicking on "Affidavits."

#### AA. LARGE STATE GOVERNMENT CONTRACTS

If the Engineer is a large state contractor, the Engineer shall comply with the provisions of Section 4-61dd of the Connecticut General Statutes, as may be revised.

1. "Large state contract" and "Large state contractor" shall have the same meanings as set forth in Section 4-61dd(g) of the Connecticut General Statutes, as may be revised.

2. Each contract between a state or quasi-public agency and a large state contractor shall provide that, if an officer, employee, or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of Section 4-61dd of the Connecticut General Statutes, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.
3. Each large state contractor shall post a notice of the provisions of Section 4-61dd relating to large state contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

#### BB. ANNUAL CERTIFICATION

If the aggregate value of this contract is \$50,000.00 or more, including all amendments and/or commission letters, then the Engineer shall annually submit, on or within two (2) weeks of the anniversary date of the execution of this contract, a completed annual contract certification to Room 437, 165 Capitol Avenue, Hartford, CT 06106, to the attention of the Contracts Secretary. For the purposes of this section, the execution date of the contract shall be the date the Commissioner of DPW signs the contract.

#### CC. CONNECTICUT LAW

It is agreed that this contract shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

#### DD. APPROVAL OF THE STATE PROPERTIES REVIEW BOARD

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

#### EE. CAMPAIGN CONTRIBUTION RESTRICTION PROVISION

1. Campaign Contribution Restrictions. This section (the "CCR Section") is included here pursuant to Conn. Gen. Stat. § 9-333n and, without limiting its applicability, is made applicable to State Contracts, bid solicitations, request for proposals and prequalification certificates, as the context requires. This CCR Section, without limiting its applicability, is also made applicable to State Agencies, Quasi-public Agencies, the General Assembly, State Contractors, Prospective State Contractors and the holders of valid prequalification certificates, as the context requires.

(a) For purposes of this CCR Section only:

(1) "Quasi-public Agency" means the Connecticut Development Authority, Connecticut Innovations, Incorporated, Connecticut Health and Educational Facilities Authority, Connecticut Higher Education Supplemental Loan Authority, Connecticut Housing Finance Authority, Connecticut Housing Authority, Connecticut Resources Recovery Authority, Connecticut Hazardous Waste Management Service, Capital City Economic Development Authority, Connecticut Lottery Corporation, or as this definition may otherwise be modified by Title 1, Chapter 12 of the Connecticut General Statutes concerning quasi-public agencies.

(2) "State Agency" means any office, department, board, council, commission, institution or other agency in the executive, legislative or judicial branch of State government, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(3) "State Contract" means an agreement or contract with the State or any State Agency or any Quasi-public Agency, 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 fiscal year, for (A)

the rendition of personal services, (B) the furnishing of any material, supplies or equipment, (C) the construction, alteration or repair of any public building or public work, (D) the acquisition, sale or lease of any land or building, (E) a licensing arrangement, or (F) a grant, loan or loan guarantee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(4) "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 the termination of said contract. "State contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial 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, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(5) "Prospective State Contractor" means a person, business entity or nonprofit organization that (A) submits a bid in response to a bid 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 State Contract has been entered into, or (B) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under Section 4a-100 of the Connecticut General Statutes. "Prospective State Contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial 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. Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing may modify this definition, which modification shall control.

(6) "Principal of a State Contractor or Prospective State Contractor" (collectively referred to in this CCR Section as "Principal") means (A) an individual who is a member of the board of directors of, or has an ownership interest in, a State Contractor or Prospective State Contractor, which is a business entity, except for an individual who (i) owns less than five per cent of the shares of any such State Contractor or Prospective State Contractor that is a publicly traded corporation, or (ii) is a member of the board of directors of a nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, (B) an individual who is employed by a State Contractor or Prospective State Contractor, which is a business entity, as president, treasurer or executive or senior vice president, (C) an individual who is the chief executive officer of a State Contractor or Prospective State Contractor, which is not a business entity, (D) an employee of any State Contractor or Prospective State Contractor who has managerial or discretionary responsibilities with respect to a State Contract, (E) the spouse or a dependent child of an individual described in this subparagraph, or (F) a political committee established by or on behalf of an individual described in this subparagraph, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(b) No State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from a State Agency in the executive branch or a Quasi-public Agency, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) 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, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.

(c) No State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from the General Assembly, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (2) a political committee authorized to make contributions or

expenditures to or for the benefit of such candidates, or (3) a party committee.

(d) If a State Contractor or a Principal of a State Contractor makes or solicits a contribution prohibited under this CCR Section, the contracting State Agency or Quasi-public Agency may void the existing contract with said contractor, and no State Agency or Quasi-public Agency shall award the State Contractor a State Contract or an extension or an amendment to a State Contract for one year after the election for which such contribution is made or solicited.

(e) If a Prospective State Contractor or a Principal of a Prospective State Contractor makes or solicits a contribution prohibited under this CCR Section, no State Agency or Quasi-public Agency shall award the Prospective State Contractor the contract described in the bid solicitation or request for proposals, or any other State Contract for one year after the election for which such contribution is made or solicited.

(f) The chief executive officer of each State Contractor and Prospective State Contractor, or if a State Contractor or Prospective State Contractor has no such officer then the officer who duly possesses and exercises comparable powers and duties, shall certify, in the form of an affidavit executed subject to the penalties of false statement, that: (1) such officer has informed each individual described in subsection (a)(6) of this CCR Section with regard to said State Contractor or Prospective State Contractor concerning the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), (2) no such individual will make or solicit a contribution in violation of the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), and (3) if any such contribution is made or solicited, the State Contractor or Prospective State Contractor, as the context requires, shall not be awarded the contract described in the bid solicitation or request for proposals and shall not be awarded any other State Contract for one year after the election for which such contribution is made or solicited. Such officer shall submit the affidavit to the contracting State Agency or Quasi-public Agency prior to, in the case of an RFP, executing a negotiated contract or prior to, in the case of an ITB, the award and acceptance of a contract. In the case of an application for prequalification to the Connecticut Department of Administrative Services ("DAS"), the application shall not be deemed to be complete until DAS receives the affidavit. The State Contractor or Prospective Contractor shall submit the affidavit on a form which the State Elections Enforcement Commission ("SEEC") prescribes.

(g) The person executing the affidavit referenced in subsection (f) shall submit to the SEEC a list of Principals in accordance with the requirements set forth on a form that the SEEC shall have prescribed for this purpose. The complete list of Principals shall be submitted to the SEEC at the same time that the affidavit is submitted to the State Agency, Quasi-public Agency or, in the case of a prequalification application, DAS. Notwithstanding any other provision in any applicable document or instrument, no party to the Contract, or a contract awarded pursuant to a non-competitive procurement, may begin performing in any way until the contracting State Agency or Quasi-public Agency has received the affidavit referenced in subsection (f) and the SEEC has received the Principals list.

(h) Notwithstanding any other provision in the Contract, invitation to bid, request for proposals and prequalification application:

(1) The State Contractor and Prospective State Contractor shall report to the SEEC, on a form which the SEEC prescribes, any changes in Principals occurring from and after the date of the previous Principals list by submitting and delivering such form to the SEEC no later than the fifteenth day of each month following the month when a change in Principals occurs, or the next succeeding business day, whichever is later. If the Contractor or Prospective State Contractor fail to submit and deliver the appropriately completed form by its due date, then the SEEC shall notify the State Agency or Quasi-public Agency and the Contractor of the failure in writing. The State Agency or Quasi-public Agency shall then review all relevant information and determine whether such failure constitutes a breach of this Contract. If the State Agency or Quasi-public Agency determines that a breach of this Contract has occurred, then the State Agency or Quasi-public Agency shall deliver a notice of breach to the Contractor, affording the Contractor an opportunity to cure the breach within ten (10) days from the date that the Contractor receives the notice. The State Agency or Quasi-public Agency may extend the right to cure period if, and

continuing so long as, the State Agency or Quasi-public Agency is satisfied that the Contractor is making a good faith effort to cure the breach but the nature of the breach is such that it cannot be cured within the right to cure period. The SEEC may, if it deems it to be appropriate, send to the Contractor electronic reminders of the Contractor's obligation to report changes in Principals. The undertaking of this reminder is permissive and shall not be construed to be a condition precedent to the Contractor's obligation to submit and deliver the form timely.

(2) If the State Agency or Quasi-public Agency determines that the Contractor has breached the Contract by failing to comply with the requirements of this CCR provision, then the State Agency or Quasi-public Agency may, after expiration of the right to cure period, direct all appropriate State entities using the Contract to withhold any payment, in whole or in part, that may be due and owing to the Contractor under this Contract until such time as the Contractor submits and delivers an appropriately completed form to the SEEC.

(3) If the Contractor fails to submit and deliver the Principals list form timely three times in any 12-month period, then the SEEC may recommend to the State Agency or Quasi-public Agency that it take these failures into account for purposes of evaluating the Contractor's responsibility in future procurements. The SEEC may recommend that the State Agency or Quasi-public Agency make a determination that the Contractor is not responsible.

(4) The Contractor's failure to submit and deliver the Principals list form timely for the third time in any 12-month period shall, upon the SEEC's recommendation, entitle the State Agency or Quasi-public Agency to Cancel the Contract. Accordingly, the third notice of breach to the Contractor from the State Agency or Quasi-public Agency in any 12-month period may include an effective Contract Cancellation date, in which case no further action shall be required of any party to effect the Cancellation of the Contract as of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the State Agency or Quasi-public Agency may Cancel the Contract by giving the Contractor no less than twenty four (24) hours' prior written notice.

(5) Noting the absence of the SEEC's signature on the Contract, the State Agency or Quasi-public Agency represents that the SEEC has previously agreed in writing to assume the rights and responsibilities attaching to the SEEC and set forth in this CCR section. The State Agency or Quasi-public Agency shall provide a copy of that document to the Contractor upon request.

#### FF. APPROVAL OF THE ATTORNEY GENERAL'S OFFICE

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

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

Attested by:

James M. Chace  
Witness James M. Chace

Holly J. Hart  
Witness Holly J. Hart

Attested by:

James M. Lynch  
Witness JAMES M. LYNCH

Deborah J. Bell  
Witness Deborah J. Bell

State of Connecticut

By: James T. Fleming  
James T. Fleming  
Its Commissioner  
of the Department of Public Works

Date signed: 6/1/07

James P. Purcell Associates, Inc.

By: Walter E. Dwyer, Jr.  
Its PRESIDENT, Duty Authorized

Date signed: 4-16-07

Approved as to form:

William B. Allen  
**ASSOC. ATTY. GENERAL** Attorney General

Date signed: 6/21/07

STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC WORKS

ENGINEER'S CONTRACT FOR ON-CALL SERVICES  
Vehicular Parking Consultant Services

CONTRACT NUMBER: OC-DPW-VEH-0012

This contract is entered into this 18 day of June, 2007, by and between

**Fay, Spofford & Thorndike of Connecticut, LLC**  
**5 Burlington Woods**  
**Burlington, MA 01803**

hereinafter called the "Engineer" or "contractor," and the State of Connecticut, hereinafter called the "State," acting herein by its Commissioner of the Department of Public Works (DPW), duly authorized under the provisions of Sections 4-8 and 4b-1 of the Connecticut General Statutes, as revised.

WITNESSETH

Whereas the State is desirous of having the Engineer provide services to temporarily augment State forces in the preparation of design plans, specifications, estimates, and related data and studies for various infrastructure projects throughout the State, and

Whereas the Engineer is experienced as to work on all types of infrastructure projects, and

Whereas the Engineer is desirous of performing such work;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto do hereby agree as follows:

- A. For each specific project assigned under this contract, the Engineer shall furnish a project manager, architects, engineers, and other personnel to do work when directed as hereinafter provided. For all such projects, the Engineer agrees to follow the applicable provisions set forth in the manual entitled "Consultants Procedure Manual" dated March 24, 2005, and prepared by the State of Connecticut, Department of Public Works, given to the Engineer prior to this contract being entered into, and which may be modified from time to time.
- B. For each specific project assigned under this contract, the Engineer shall perform the following services when directed in writing:
  1. DESIGN SERVICES. The Engineer shall perform services during the schematic design phase, the design development phase, the contract documents phase, and the bidding period as hereinafter specified.
    - a. Schematic Design Phase

Pursuant to conferences with the State, designs shall be prepared by the Engineer to encompass the general program of the project. These designs shall consist of small scale drawings, elevations, sections, and outline specifications. All specifications shall be prepared in accordance with the CSI (Construction Specifications Institute) format. At this time the Engineer shall make sufficiently accurate estimates to determine the feasibility of constructing the project within the funds available. At the beginning of the schematic design phase, the Engineer shall engage her/his/its consultants as set forth in Section I. The Engineer shall submit for review and approval the number of sets of drawings, specifications, and detailed cost estimates specified in the task letter prepared for the project, as hereinafter provided in Section C.

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

If the estimate agreed to by the State and Engineer exceeds the funds authorized for construction, or if the State and Engineer cannot agree upon an estimate of the probable construction cost and the probable cost of construction as determined by the State exceeds both the Engineer's estimate and the funds authorized for construction, then the State shall have the right to require the Engineer to make such revisions as the State deems necessary at the time to bring the cost within the funds authorized for construction.

b. Design Development Phase

The Engineer must receive written notice from the State to proceed with the design development phase before commencing the phase. The design development phase drawings shall show the extent of the site, location of the project on the site, and the general disposition of the principal features and equipment embodied in the project, and shall be sufficiently developed so as to fix and illustrate the size and character of the project in all of its essential basic particulars as to kinds of materials, types of structure, and mechanical and electrical systems. All specifications shall be prepared in accordance with the CSI format. The Engineer shall submit for review and approval the number of sets of drawings, specifications, and detailed cost estimates specified in the task letter prepared for the project, as hereinafter provided in Section C.

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

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

c. Contract Documents Phase

The Engineer must receive written notice from the State to proceed with the contract documents phase before commencing the phase. The documents to be provided in this phase are a part of the construction contract and as such must explain in substantial detail the full scope of the work to be included in, and performed under, the construction contract.

A final detailed estimate of the cost of construction, including unit prices, quantities, labor and materials, predicated on the contract documents phase drawings and detailed specifications, shall be included as a part of this phase. All specifications shall be prepared in accordance with the CSI format and in accordance with Part II of Chapter 60 of the Connecticut General Statutes, as revised, when applicable. The Engineer shall submit for review and approval the number of sets of drawings, specifications, and detailed cost estimates specified in the task letter prepared for the project, as hereinafter provided in Section C. Such review and approval by the State does not relieve the Engineer of responsibility arising out of the State's reliance on the Engineer's professional skill and ability to discharge her/his/its services as required by this contract.

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

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

d. Drawings

The Engineer shall develop drawings for this project using computer aided drafting software fully compatible with AutoCAD Release 2000 or such other version as approved in writing by the Department of Public Works in the individual task letters. After the documents to be provided in the contract documents phase are approved by the Department of Public Works, and at a time specified by the Department of Public Works, the Engineer shall submit drawings on 3 1/2 inch diskettes, CD ROM disk, or DC 2000 tape

backup. Upon completion of construction of the project, the Engineer shall submit revised diskette or tape backup to reflect as-built conditions. Should the work described in this subparagraph be required for a specific project, the Engineer shall be notified of such in the task letter prepared for the project, as hereinafter provided in Section C. All AutoCAD documentation related to a project shall be of a single media type. All the work called for in this paragraph shall be provided by the Engineer at no additional cost to the State.

e. Bidding Process

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

2. CONSTRUCTION ADMINISTRATION SERVICES

The Engineer shall perform construction administration services during construction as necessary. Such services shall, as part of the services to be rendered for the Engineer's established fee, include as much of the Engineer's professional services and the services of the Engineer's consultants as the State deems necessary for the well-being of the project and efficient prosecution of the construction work, but shall not include the Engineer's undertaking continuous on-site observation of the work. If the Engineer fails to perform such duties in a conscientious and reasonable manner, the State may exercise its right to terminate this contract as hereinafter provided in Section S.

Additionally, it is understood and agreed to by the Engineer and the State that the duties of the Engineer shall include, but not be limited to, the following services:

- a. observe the progress of construction in order to determine whether there appear to be any defects or deficiencies in the construction work or deviations from the drawings and specifications, including variations from the materials specified and the methods of construction authorized. The Engineer shall not be required to guarantee the performance of the general contractor or her/his/its subcontractors;
- b. attend job meetings, as required, at which the Engineer shall, on the basis of the Engineer's visitations to the site and observations thereon, report on the progress of the work and make recommendations concerning the same;
- c. submit to DPW on the fifteenth and last days of each month, in such form as directed by the State, observation-based reports regarding the progress of the work;
- d. review submittals and furnish recommendations to the State concerning material and equipment, and review and report on the general contractor's proposals in connection with changes in the construction contract. These services are to be performed within five (5) calendar days of receipt of such proposals so as not to delay the work;
- e. review partial payment requisitions submitted by the general contractor within three (3) working days of the receipt of such submittals;
- f. review and comment on shop drawings submitted to her/him/it for review. This service is to be performed within five (5) working days of the receipt of such submittals unless DPW assents to written notification of why this cannot be accomplished;
- g. within thirty (30) calendar days after receipt, record on the original final tracings and CAD disks returned to her/him/its after the construction contract award all changes made during the period of construction as furnished and recorded by the general contractor, and, at her/his/its expense, provide reproducible mylars and updated CAD disks to the State that reflect such changes. The mylars and CAD disks shall become the property of the State;
- h. fully cooperate with DPW during the progress of the work. In the event that the time period of the construction contract is exceeded by more than 10% due to no fault of the Engineer, the Engineer shall be paid for any additional services required beyond the 10% construction contract time overrun a reasonable fee to be determined by the Commissioner of DPW, hereinafter called the "Commissioner." The question of fault or no fault on the part of the Engineer shall be determined by the Commissioner.

3. In accordance with State requirements, the Engineer shall perform construction administration on construction projects designed by DPW or other consultants employed by the State.
4. The Engineer shall review drawings and specifications prepared by other consultants employed by the State. Such reviews shall be conducted in accordance with State requirements.
5. The Engineer shall provide the engineering services that might become necessary to supplement the work of DPW personnel.
6. The Engineer shall notify DPW in writing of any materials encountered on any assignments that appear to be asbestos or appear to contain asbestos. It is understood that the Engineer is not an asbestos specialist and that the Engineer's responsibility shall not extend beyond attempting to identify those materials present that may be asbestos or may contain asbestos, and informing DPW when such materials are noted. In those cases where asbestos or asbestos-containing materials are present but are not detected by the Engineer, the Engineer will not be held liable. All work involving the location, encapsulation, removal, disposal, etc., of asbestos or asbestos-containing material will be performed by asbestos abatement and air and/or bulk sampling specialists hired by the State.

The above notwithstanding, should the project assigned involve roofing systems and should the location, encapsulation, removal, disposal, etc., of asbestos or asbestos-containing materials in such roofing systems be part of the scope of work agreed to by the State and the Engineer, then the Engineer shall provide such services. The conditions of provision of such services shall be as set forth in the task letter prepared for the project, as hereinafter provided in Section C, and the Engineer shall proceed with the asbestos-related work according to guidelines provided by DPW before commencement of the work.

~~7. THRESHOLD ENGINEERING SERVICES~~

~~For a proposed structure or addition thereto which exceeds the threshold limit as provided in Section 29-276b of the Connecticut General Statutes, as revised, the Engineer shall perform the following services when directed in writing:~~

~~a. DESIGN PLAN PHASE~~

- ~~1. Review the plans, specifications, and structural computations of the structure or addition to be constructed to determine their compliance with the requirements of the State Building Code to the extent necessary to assure the stability and integrity of the primary structural support systems of such structure or addition;~~
- ~~2. Contact the engineer of record to resolve any disagreements in design;~~
- ~~3. Submit a written summary to the Department of Public Works. This summary shall document the items reviewed and state a conclusion as to whether the stability and integrity of the primary structural support systems are in conformance with the requirements of the State Building Code. The summary report shall be affixed with the seal of a professional engineer (structural) licensed in the State of Connecticut.~~

*[Handwritten signature and date: 4/27/07]*

~~b. CONSTRUCTION PHASE~~

~~Review modifications of approved structural plans and design specifications and applicable shop drawings necessary to determine compliance with the requirements of the State Building Code to the extent necessary to assure the stability and integrity of the primary structural support systems.~~

~~c. SUBMISSIONS~~

~~Submit the following:~~

~~1. First Submittal~~

~~The first submittal shall consist of a written report noting initial structural review comments on all plans, specifications, and structural computations.~~

~~2. Second Submittal~~

~~The second submittal shall consist of a written report documenting the items reviewed and stating a conclusion as to whether the stability and integrity of the primary structural support systems are in~~

~~conformance with the requirements of the State Building Code. The report shall be affixed with the seal of the professional engineer (structural) licensed in the State of Connecticut.~~

The second submittal shall also consist of a letter addressed to the State Building Inspector, including a summary statement indicating which structural aspects were reviewed and stating that the subject project is in compliance with the State Building Code.

### 3. Third Submittal

The third submittal shall consist of a written report documenting approved structural modifications to the plans and specifications during the construction phase of the project and stating a conclusion as to whether the stability and integrity of the primary structural support systems are in conformance with the requirements of the State Building Code.

## 8. QUALIFICATIONS OF THE ENGINEER FOR THRESHOLD LIMIT REVIEW AND STRUCTURAL ENGINEERING ASSIGNMENTS

~~The Engineer acknowledges that it is a structural engineer, is currently registered in the State of Connecticut as a professional engineer, and has design experience of similar structures or additions to those being reviewed.~~

- C. The services specified in Section B shall be performed in accordance with the provisions noted in each task letter prepared by DPW for each project. Each task letter shall detail the scope of the project and shall specify the total "fixed fee" compensation, when applicable, for the aforesaid services. The compensation shall be a reasonable amount determined by the Commissioner. Such letters shall be issued during the time period of this contract set forth in Section D and shall specify a time frame for completion of each project. Each task letter shall reference both a DPW project number and a task number specific to the project. No work shall be performed until the Engineer receives the approved task letter.
- D. This contract shall commence with the date this contract was entered into and shall expire on **May 19, 2009**. No new projects may be assigned on or after the expiration date, but all projects assigned prior to the expiration date will be allowed to continue to completion with all the terms and conditions of this contract herein set forth remaining in full force and effect. The term of this contract may be extended in writing by the Commissioner.
- E. The maximum total cumulative fee allowed the Engineer under this contract shall not exceed **Three Hundred Thousand Dollars (\$300,000.00)**. The Engineer shall be entitled to a payment of **Ten Dollars (\$10.00)** at the termination of this contract if at such time the Engineer has not received any fee under this contract.
- F. When approximately 75% of the fee set forth in Section E has been expended, the Engineer shall notify the DPW A/E Contracts Administrator in writing of the amount of work completed to that date under this contract. Said notification shall include an itemization of all fees that have been paid to the Engineer pursuant to the work.
- G. If for reasons of incomplete scope, complexity, etc., a fixed fee cannot be determined by the Commissioner, the State shall compensate the Engineer for services rendered under this contract on the basis of pre-approved hourly rates for the personnel assigned to perform the services. The hourly rates shall be determined in accordance with the provisions set forth in the Office of Policy and Management General Letter No. 97-1 dated November 21, 1996, which letter is incorporated herein by reference and made a part hereof as though fully set forth herein. Notwithstanding the preceding sentence, a pre-approved hourly rate shall not exceed a reasonable rate, as determined by the Commissioner, taking into consideration the skills and experience of the person providing the services. When pre-approved hourly rates are applicable, the State shall be responsible for payment for overhead and profit, as set forth in OPM General Letter 97-1. Hourly rate payments shall be made in accordance with the terms and conditions of each task letter. Monthly requests for payment shall be submitted on properly prepared invoice forms with attachments showing actual hours worked, pre-approved hourly rates applied, and any allowable additional direct costs included in the statement. The Engineer shall certify that each amount invoiced is both accurate and commensurate with the work performed for the State under this contract. The State reserves the right to periodically audit the Engineer's financial records. It is specifically understood that these pre-approved hourly rate payments shall only apply for the period of time that the person is actually employed on projects assigned under this contract.
- H. The Engineer shall not be reimbursed for per diem expenses or travel expenses.

- I. Should the Engineer require the services of registered consultants at any time during the duration of this contract, their names and qualifications shall be submitted to the State for approval. Such consultants shall provide evidence of their competence by affixing their seals on any drawings or specifications prepared by them or under their supervision. The Engineer shall not receive any additional payment from the State in regard to such consultants unless their services relate to hourly-rate assigned work of the Engineer. In such event, the State shall reimburse the Engineer for the cost of such services and in addition shall also pay the Engineer ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.
- J. Should it be necessary for the Engineer to engage the services of a test boring firm for the purposes of this contract, the State shall reimburse the Engineer for the cost of such services and in addition shall also pay the Engineer ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.
- K. If, in the opinion of the State, any special technical service is required which is not usually furnished in engineering practice and which is not included in this contract, either expressed or implied by the nature of the work, then the State shall, in writing, authorize the service and the related cost. The Engineer's selection of the consultant retained in connection therewith is to be submitted for approval.

The State shall reimburse the Engineer for the cost of any such services and in addition shall also pay the Engineer ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.

- L. Should the Engineer personally wish to perform special services as described in Sections J and K, the Engineer shall submit to the State a written quotation of the cost of so performing such services. The quotation shall not include, nor shall the Engineer be paid for, an additional percentage of the cost for overhead and profit. In addition, the Engineer shall arrange to have at least three (3) independent outside sources submit written quotations for the work directly to the State in sealed envelopes. The State shall decide whether to allow the Engineer to perform the work with the Engineer's own forces based on the Engineer's quotation, and shall notify the Engineer accordingly.
- M. If at any time during the term of any project assigned under this contract the State should require the Engineer to make any substantial change in the size or scope of the work or require any substantial change in plan, design, or specification which shall necessitate the preparation by the Engineer of additional sketches, drawings, or other documents, or the making of substantial changes in any other document already approved, or upon which substantial work had been done pursuant to instruction to proceed, then, and in such event, the Engineer shall prepare the additional documents and make changes as required and shall be entitled to reasonable compensation therefor. The Commissioner shall determine the amount of such compensation and the manner of payment thereof. If the State should require any such substantial changes and if these should result in a change in the amount of the total construction budget for the project, said amount shall be considered changed to an amount determined by the Commissioner.

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

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

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

provisions of this section shall survive the termination of this contract and shall thereafter remain in full force and effect.

- O. The Engineer covenants and agrees to perform the services called for under this contract in accordance with the standards and practices of the Engineer's profession.
- P. The Engineer, at its expense, shall indemnify and hold harmless the State of Connecticut, its officers, agents, and employees from and against all claims, causes of action, legal proceedings, suits, losses, damages, and expenses initiated, suffered, or claimed to have been suffered by third parties not involved by contract in the project, but only to the extent that they arise out of, or result from, noncompliance with applicable statutes, codes and regulations, or the negligence, errors, or omissions of the Engineer in the performance of this contract; provided, however, that the Engineer shall not be liable by reason of indemnification for any loss caused by the fault or negligence of the DPW or others who are not the responsibility of the Engineer.

Q. INSURANCE

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

1. Statutory Workers' Compensation and Employers' Liability:

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

2. Commercial General Liability:

- Combined single limit: \$1,000,000 each occurrence  
\$2,000,000 annual aggregate

3. Comprehensive Automobile Liability

(to include owned, non-owned, and hired vehicles):

- Combined single limit \$1,000,000 each occurrence  
\$1,000,000 annual aggregate

- 4. Professional Services Liability Insurance: The Engineer shall furnish evidence by way of a certificate of insurance that it has obtained a professional services liability insurance policy with \$1,000,000.00 minimum coverage for negligence and errors and omissions. If any claims are paid against its professional services liability insurance policy, the Engineer agrees to purchase additional insurance in order to maintain the minimum coverage of \$1,000,000.00. The insurance shall remain in effect during the entire duration of this contract and for five years after substantial completion of the project. For policies written on a "Claims Made" basis, the Engineer agrees to maintain a retroactive date prior to or equal to the effective date of the contract. The Engineer shall contractually require any structural engineering firm it hires to maintain professional liability insurance in the same amount and with the same provisions indicated above. The Engineer's policy shall provide that it shall indemnify and save harmless the State and its officers, agents and employees from claims, suits, actions, damages and costs of every name and description resulting from negligence and errors and omissions in the work performed by the Engineer under the terms of this contract.

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

coverages as required in this section shall be filed with the DPW prior to the time this contract is executed on behalf of the State.

#### R. SUSPENSION OF THE WORK

1. The State, at any time, may suspend all or any part of the services of the Engineer. In such event, the Engineer shall be given three (3) days' notice of such suspension in writing by registered or certified mail to the Engineer's address as given for correspondence purposes. The mailing of such notice shall preclude any claim on the part of the Engineer as to failure to receive notice of such suspension.
2. In the event of suspension by the State as noted above, the Engineer shall be entitled to such compensation as the Commissioner shall deem reasonable.
3. Should the State reactivate any assigned work covered by this contract, in whole or in part, within one year from the time the work was suspended, any fees paid to the Engineer pursuant to this contract shall be applied as payment on the fees for the work as set forth in this contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year, the Engineer and the State may renegotiate the fees for the work based on current conditions or either may unilaterally elect to terminate the remaining work.
4. In the event the State decides to suspend any work under this contract, the State shall become entitled, after payment of outstanding fees, to all finished and unfinished documents prepared pursuant to this contract.
5. If the Engineer should be unwilling or unable to perform the services required by this contract at the time the State desires to reactivate the work after a period of suspension, then all finished or unfinished documents prepared pursuant to this contract shall become the property of the State and the State shall have the right to immediate possession and use thereof.

#### S. TERMINATION OF CONTRACT

1. Notwithstanding any provisions or language in this contract to the contrary, the Commissioner may terminate the contract whenever he determines in his sole discretion that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Engineer of a written notice of termination. The notice of termination shall be sent by registered or certified mail to the Engineer's address as furnished to the State for purposes of correspondence, or by hand delivery. Upon receipt of such notice, the Engineer shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Engineer in performing her/his/its duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State.
  2. If the termination is for the convenience of the State, the Engineer shall be entitled to receive reasonable compensation for services already satisfactorily performed and accepted, but no amount shall be allowed for anticipated profit on unperformed services. The Commissioner shall determine the amount of such compensation.
  3. If the termination is for reason of failure of the Engineer to fulfill her/his/its contract obligations, the State may take over the work and prosecute the same to completion by contract or otherwise. In such event, the Engineer shall be liable to the State for any additional costs occasioned to the State thereby.
  4. If after notice of termination for failure of the Engineer to fulfill her/his/its contract obligations it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the State. In such event, the Engineer shall be entitled to reasonable compensation as provided in Paragraph 2 of this section.
  5. The rights and remedies of the parties provided in this section are in addition to any other rights and remedies provided by law or under this contract.
- T. If the Engineer is a sole proprietor and the Engineer should die during the term of this contract, this contract shall be considered terminated. In the event of such termination, the Engineer's estate shall be entitled to a reasonable payment for any uncompensated work performed to the date of death, and the State shall have title to, and shall have the right to immediate use and possession of, all finished and unfinished documents prepared under this contract. The Commissioner shall determine the amount of such payment.

## U. CONFIDENTIALITY OF DOCUMENTS

1. The Engineer agrees on behalf of the Engineer and the Engineer's principals, employees, agents, heirs, successors and assigns that they shall only utilize drawings, specifications, maps, reports, records or other documents to the extent necessary for the performance of the Engineer's work and duties under this contract. This limitation on use applies to those items produced by the Engineer, as well as to those items received by the Engineer from the Department of Public Works or others in connection with the Engineer's work and duties under this contract.
2. The Engineer further agrees that said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract. No other disclosure shall be permitted without the prior written consent of the Department of Public Works.
3. The Engineer further agrees that the following provision will be included in its contracts with sub-consultants:

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

- V. This section is inserted in connection with subsection (a) of Section 4a-60 of the Connecticut General Statutes, as revised.

(a) For the purposes of this section, "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 Conn. Gen. Stat. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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.

For the purposes of this section, "Commission" means the Commission on Human Rights and Opportunities.

For the purposes of this section, "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.

(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, mental retardation, 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. 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, mental retardation, 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; (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 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 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 Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e, and 46a-68f; (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 they relate to the provisions of this section and Conn. Gen. Stat. Section 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 project.

(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 Conn. Gen. Stat. Section 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.

W. This section is inserted in connection with subsection (a) of Section 4a-60a of the Connecticut General Statutes, as revised.

(a) (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 of 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 Section 46a-56 of the Connecticut General Statutes; (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 that relate to the provisions of this section and Section 46a-56 of the Connecticut General Statutes.

(b) The contractor shall include the provisions of subsection (a) 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 Section 46a-56 of the Connecticut General Statutes; 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.

(c) 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.

X. Executive Orders. The 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. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to 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.

1. The contractor agrees to abide by such Executive Orders.
  2. The State Contracting Standards Board may review this contract and recommend termination of the contract for a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes, or wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
  3. This contract may be cancelled, terminated or suspended by DPW or the State Labor Commissioner for violation of or noncompliance with Executive Orders No. Three or Seventeen or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not party to this contract. The State Labor Commissioner shall have continuing jurisdiction regarding contract performance concerning nondiscrimination and listing all employment openings with the Connecticut State Employment Service until the contract is completed or until the contract is terminated prior to completion.
  4. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the contractor will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.
  5. This contract may be cancelled, terminated, or suspended by DPW or the State for violation of or noncompliance with Executive Order Sixteen. In addition, the contractor agrees to include a copy of Executive Order Sixteen, and the requirement to comply with said order, in all contracts with its contractors, subcontractors, consultants, subconsultants and vendors.
- Y. This contract is subject to the provisions of the Department of Public Works Sexual Harassment Policy ("Policy") and, as such, the contract may be cancelled, terminated, or suspended by the State in the event that the contractor, its employees, contractors, subcontractors, consultants, subconsultants, or vendors engage in behavior prohibited by the provisions of the Policy (a copy of the Policy is attached to this contract as Exhibit A). The contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, subconsultants, and vendors.
- Z. The Summary of State Ethics Laws posted on the DPW home page (<http://www.ct.gov/dpw/site/default.asp>), and as may be revised from time to time, is incorporated herein by reference as if fully set forth herein. This Summary may be found by clicking on "Affidavits."

#### AA. LARGE STATE GOVERNMENT CONTRACTS

If the Engineer is a large state contractor, the Engineer shall comply with the provisions of Section 4-61dd of the Connecticut General Statutes, as may be revised.

1. "Large state contract" and "Large state contractor" shall have the same meanings as set forth in Section 4-61dd(g) of the Connecticut General Statutes, as may be revised.

2. Each contract between a state or quasi-public agency and a large state contractor shall provide that, if an officer, employee, or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of Section 4-61dd of the Connecticut General Statutes, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.
3. Each large state contractor shall post a notice of the provisions of Section 4-61dd relating to large state contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

#### BB. ANNUAL CERTIFICATION

If the aggregate value of this contract is \$50,000.00 or more, including all amendments and/or commission letters, then the Engineer shall annually submit, on or within two (2) weeks of the anniversary date of the execution of this contract, a completed annual contract certification to Room 437, 165 Capitol Avenue, Hartford, CT 06106, to the attention of the Contracts Secretary. For the purposes of this section, the execution date of the contract shall be the date the Commissioner of DPW signs the contract.

#### CC. CONNECTICUT LAW

It is agreed that this contract shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

#### DD. APPROVAL OF THE STATE PROPERTIES REVIEW BOARD

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

#### EE. CAMPAIGN CONTRIBUTION RESTRICTION PROVISION

1. Campaign Contribution Restrictions. This section (the "CCR Section") is included here pursuant to Conn. Gen. Stat. § 9-333n and, without limiting its applicability, is made applicable to State Contracts, bid solicitations, request for proposals and prequalification certificates, as the context requires. This CCR Section, without limiting its applicability, is also made applicable to State Agencies, Quasi-public Agencies, the General Assembly, State Contractors, Prospective State Contractors and the holders of valid prequalification certificates, as the context requires.

(a) For purposes of this CCR Section only:

(1) "Quasi-public Agency" means the Connecticut Development Authority, Connecticut Innovations, Incorporated, Connecticut Health and Educational Facilities Authority, Connecticut Higher Education Supplemental Loan Authority, Connecticut Housing Finance Authority, Connecticut Housing Authority, Connecticut Resources Recovery Authority, Connecticut Hazardous Waste Management Service, Capital City Economic Development Authority, Connecticut Lottery Corporation, or as this definition may otherwise be modified by Title I, Chapter 12 of the Connecticut General Statutes concerning quasi-public agencies.

(2) "State Agency" means any office, department, board, council, commission, institution or other agency in the executive, legislative or judicial branch of State government, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(3) "State Contract" means an agreement or contract with the State or any State Agency or any Quasi-public Agency, 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 fiscal year, for (A)

the rendition of personal services, (B) the furnishing of any material, supplies or equipment, (C) the construction, alteration or repair of any public building or public work, (D) the acquisition, sale or lease of any land or building, (E) a licensing arrangement, or (F) a grant, loan or loan guarantee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(4) "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 the termination of said contract. "State contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial 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, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(5) "Prospective State Contractor" means a person, business entity or nonprofit organization that (A) submits a bid in response to a bid 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 State Contract has been entered into, or (B) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under Section 4a-100 of the Connecticut General Statutes. "Prospective State Contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial 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. Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing may modify this definition, which modification shall control.

(6) "Principal of a State Contractor or Prospective State Contractor" (collectively referred to in this CCR Section as "Principal") means (A) an individual who is a member of the board of directors of, or has an ownership interest in, a State Contractor or Prospective State Contractor, which is a business entity, except for an individual who (i) owns less than five per cent of the shares of any such State Contractor or Prospective State Contractor that is a publicly traded corporation, or (ii) is a member of the board of directors of a nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, (B) an individual who is employed by a State Contractor or Prospective State Contractor, which is a business entity, as president, treasurer or executive or senior vice president, (C) an individual who is the chief executive officer of a State Contractor or Prospective State Contractor, which is not a business entity, (D) an employee of any State Contractor or Prospective State Contractor who has managerial or discretionary responsibilities with respect to a State Contract, (E) the spouse or a dependent child of an individual described in this subparagraph, or (F) a political committee established by or on behalf of an individual described in this subparagraph, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(b) No State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from a State Agency in the executive branch or a Quasi-public Agency, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) 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, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.

(c) No State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from the General Assembly, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (2) a political committee authorized to make contributions or

expenditures to or for the benefit of such candidates, or (3) a party committee.

(d) If a State Contractor or a Principal of a State Contractor makes or solicits a contribution prohibited under this CCR Section, the contracting State Agency or Quasi-public Agency may void the existing contract with said contractor, and no State Agency or Quasi-public Agency shall award the State Contractor a State Contract or an extension or an amendment to a State Contract for one year after the election for which such contribution is made or solicited.

(e) If a Prospective State Contractor or a Principal of a Prospective State Contractor makes or solicits a contribution prohibited under this CCR Section, no State Agency or Quasi-public Agency shall award the Prospective State Contractor the contract described in the bid solicitation or request for proposals, or any other State Contract for one year after the election for which such contribution is made or solicited.

(f) The chief executive officer of each State Contractor and Prospective State Contractor, or if a State Contractor or Prospective State Contractor has no such officer then the officer who duly possesses and exercises comparable powers and duties, shall certify, in the form of an affidavit executed subject to the penalties of false statement, that: (1) such officer has informed each individual described in subsection (a)(6) of this CCR Section with regard to said State Contractor or Prospective State Contractor concerning the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), (2) no such individual will make or solicit a contribution in violation of the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), and (3) if any such contribution is made or solicited, the State Contractor or Prospective State Contractor, as the context requires, shall not be awarded the contract described in the bid solicitation or request for proposals and shall not be awarded any other State Contract for one year after the election for which such contribution is made or solicited. Such officer shall submit the affidavit to the contracting State Agency or Quasi-public Agency prior to, in the case of an RFP, executing a negotiated contract or prior to, in the case of an ITB, the award and acceptance of a contract. In the case of an application for prequalification to the Connecticut Department of Administrative Services ("DAS"), the application shall not be deemed to be complete until DAS receives the affidavit. The State Contractor or Prospective Contractor shall submit the affidavit on a form which the State Elections Enforcement Commission ("SEEC") prescribes.

(g) The person executing the affidavit referenced in subsection (f) shall submit to the SEEC a list of Principals in accordance with the requirements set forth on a form that the SEEC shall have prescribed for this purpose. The complete list of Principals shall be submitted to the SEEC at the same time that the affidavit is submitted to the State Agency, Quasi-public Agency or, in the case of a prequalification application, DAS. Notwithstanding any other provision in any applicable document or instrument, no party to the Contract, or a contract awarded pursuant to a non-competitive procurement, may begin performing in any way until the contracting State Agency or Quasi-public Agency has received the affidavit referenced in subsection (f) and the SEEC has received the Principals list.

(h) Notwithstanding any other provision in the Contract, invitation to bid, request for proposals and prequalification application:

(1) The State Contractor and Prospective State Contractor shall report to the SEEC, on a form which the SEEC prescribes, any changes in Principals occurring from and after the date of the previous Principals list by submitting and delivering such form to the SEEC no later than the fifteenth day of each month following the month when a change in Principals occurs, or the next succeeding business day, whichever is later. If the Contractor or Prospective State Contractor fail to submit and deliver the appropriately completed form by its due date, then the SEEC shall notify the State Agency or Quasi-public Agency and the Contractor of the failure in writing. The State Agency or Quasi-public Agency shall then review all relevant information and determine whether such failure constitutes a breach of this Contract. If the State Agency or Quasi-public Agency determines that a breach of this Contract has occurred, then the State Agency or Quasi-public Agency shall deliver a notice of breach to the Contractor, affording the Contractor an opportunity to cure the breach within ten (10) days from the date that the Contractor receives the notice. The State Agency or Quasi-public Agency may extend the right to cure period if, and

continuing so long as, the State Agency or Quasi-public Agency is satisfied that the Contractor is making a good faith effort to cure the breach but the nature of the breach is such that it cannot be cured within the right to cure period. The SEEC may, if it deems it to be appropriate, send to the Contractor electronic reminders of the Contractor's obligation to report changes in Principals. The undertaking of this reminder is permissive and shall not be construed to be a condition precedent to the Contractor's obligation to submit and deliver the form timely.

(2) If the State Agency or Quasi-public Agency determines that the Contractor has breached the Contract by failing to comply with the requirements of this CCR provision, then the State Agency or Quasi-public Agency may, after expiration of the right to cure period, direct all appropriate State entities using the Contract to withhold any payment, in whole or in part, that may be due and owing to the Contractor under this Contract until such time as the Contractor submits and delivers an appropriately completed form to the SEEC.

(3) If the Contractor fails to submit and deliver the Principals list form timely three times in any 12-month period, then the SEEC may recommend to the State Agency or Quasi-public Agency that it take these failures into account for purposes of evaluating the Contractor's responsibility in future procurements. The SEEC may recommend that the State Agency or Quasi-public Agency make a determination that the Contractor is not responsible.

(4) The Contractor's failure to submit and deliver the Principals list form timely for the third time in any 12-month period shall, upon the SEEC's recommendation, entitle the State Agency or Quasi-public Agency to Cancel the Contract. Accordingly, the third notice of breach to the Contractor from the State Agency or Quasi-public Agency in any 12-month period may include an effective Contract Cancellation date, in which case no further action shall be required of any party to effect the Cancellation of the Contract as of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the State Agency or Quasi-public Agency may Cancel the Contract by giving the Contractor no less than twenty four (24) hours' prior written notice.

(5) Noting the absence of the SEEC's signature on the Contract, the State Agency or Quasi-public Agency represents that the SEEC has previously agreed in writing to assume the rights and responsibilities attaching to the SEEC and set forth in this CCR section. The State Agency or Quasi-public Agency shall provide a copy of that document to the Contractor upon request.

#### FF. APPROVAL OF THE ATTORNEY GENERAL'S OFFICE

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

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

Attested by:

*Diane M. Chase*  
Witness Diane M. Chase

*Holly J. Hart*  
Witness Holly J. Hart

Attested by:

*Cheryl L. Casey*  
Witness Cheryl L. Casey

*Robin Yeomelakis*  
Witness Robin Yeomelakis

State of Connecticut

By: *James T. Fleming*  
James T. Fleming  
Its Commissioner  
of the Department of Public Works

Date signed: 6/1/07

Fay, Spofford & Thorndike of Connecticut, LLC

*Michael A. Roache*  
By: MICHAEL A. ROACHE  
SR VICE PRESIDENT &  
Its MANAGING MEMBER, Duly Authorized

Date signed: 04/13/07  
FEIN - 04 - 3486454

Approved as to form:

*William B. ...*  
ASSOC. ATTY. GENERAL Attorney General

Date signed: 6/21/07