

1/23/12

Provisions required or of similar content to what would be required in P3 contracts:¹

Effectiveness This Agreement will not be effective until the Office of Policy and Management (OPM), the State Properties Review Board (SPRB) and the Office of the Attorney General (OAG) have reviewed and approved the Agreement.

Section 10.4. Compliance with Environmental Laws

(a) The Second Party shall conduct and maintain, and require its contractors and subcontractors to conduct and maintain, all operations, activities and property at the _____ in accordance with all applicable Environmental Laws. The Second Party shall not enter into any settlement agreement, consent decree, administrative consent order or other compromise with respect to any claim relating to Hazardous Materials or compliance with any Environmental Laws in any way connected with the _____ without first notifying DOT, in writing, of the Second Party's intention to do so, and, to the extent reasonably practical, affording DOT an opportunity to appear, intervene, or appropriately assert and protect DOT's interest with respect thereto.

(b) *more would be added depending on the specific circumstances.*

Section 10.6. Hazardous Materials The Second Party shall not intentionally or willfully cause or permit any Hazardous Material to be brought upon, handled, generated, used, manufactured, transported, emitted, released, treated, stored, kept, disposed or used in or about the _____ by the Second Party, its agents, employees, contractors, Subcontractor's , or suppliers, without the prior written approval of DOT.

Definitions (just a few are noted here)

"Legal Requirement" means all applicable federal and state statutes, regulations, codes (including but not limited to building, health, fire and safety), orders, directives, rules, and guidelines, regulations, general permits, individual permits, licenses, standards and guidelines enacted by any Governmental Authority or otherwise having the force of law, judgments, injunctions, requirements of common law, (including all Environmental Laws §§ 31-52, 31-53, 31-53b and 31-57(f) of the Connecticut General Statutes whether now in force or as amended and/or enacted in the future or issued or decided in the case of judgments, injunctions and common law. Nothing contained in this Agreement is

¹ These provisions are extracted from the (a) Service Plazas Concession Agreement and slightly modified, and (b) the so-called "Standard Attachment." The section numbers noted are as they appear in the Concession Agreement and were retained for reference back to that document. Capitalized words would need definition and are defined in the Concession Agreement. This accumulation of provisions is for guidance only, although it is likely that most of the provisions will apply to the Stamford Parking Transit Oriented Development.

intended or shall be construed as a grant of or consent to jurisdiction to any Governmental Authority that would not otherwise have jurisdiction of or over any other Person or property of DOT or the State. Without limiting the foregoing, Legal Requirements include all laws relating to taxes, Title 1 Chapter 10 of the Connecticut General Statutes concerning the State Code of Ethics, Title 4a of the Connecticut General Statutes concerning State purchasing, including § 22a-194 of the Connecticut General Statutes concerning the use of polystyrene foam.

Prohibited Person means any Person (a) listed on the United States Office of Foreign Asset Control Specially Designated Nationals (Terrorist) and Blocked Persons List (or any similar list maintained by the United States government); (b) otherwise identified on any then existing publicly-available list as being debarred, disqualified, suspended (voluntarily or otherwise), prohibited from bidding on State or Federal projects or otherwise prohibited from doing business with the State or the United States government, including the excluded parties list system maintained by the General Administration Services or a successor list or agency; (c) a substantial portion of whose business is, directly or indirectly, the provision of gambling or gaming activities; or (d) who is involved directly or indirectly with organized crime.

Representations and Warranties

Section 2.1. Certain Representations and Warranties of the Second Party. The Second Party hereby represents and warrants, as of the date hereof and as of the Effective Date, to DOT as follows:

- (a) The Second Party is a _____ company duly organized, validly existing and in good standing under the laws of the State of _____. The Second Party's taxpayer identification number is _____.
- (b) The execution and delivery of this Agreement by the Second Party and its performance hereunder (i) has been duly authorized by all requisite action, (ii) will not require any Governmental Approval on the part of the Second Party and (iii) will not violate any provision of law or orders of any court or any indenture, agreement or other instrument to which the Second Party is a party or by which the Second Party is bound, or be in conflict with, result in a breach of, or constitute a default thereunder or lien on any property of the Second Party.
- (c) This Agreement constitutes the legal, valid and binding obligation of the Second Party and is enforceable against the Second Party in accordance with its terms.
- (d) All documents, information and materials provided to DOT by or on behalf of the Second Party (including the Proposal) were on the date provided, to the Second Party's knowledge, true and correct in all material respects.
- (e) There is no action, suit or proceeding involving the Second Party or, and, to the Second Party's knowledge, no events or circumstances exist that could individually or collectively reasonably be expected to materially adversely

affect its business, operations, assets, properties, or financial stability, or the ability of Second Party to perform fully its obligations under and as contemplated by this Agreement.

- (f) There is no claim, action, suit, arbitration, mediation or proceeding at law or inequity or before or by any Governmental Authority pending against Second Party that could reasonably be expected to have a material adverse effect (i) on the transactions contemplated by this Agreement; (ii) the validity or enforceability of this Agreement; or (iii) the Second Party's ability to perform fully as contemplated by this Agreement.
- (g) The Agreement has been entered into by the Second Party without fraud or collusion by the Second Party.
- (h) This Agreement has been entered into by the Second Party following its own independent investigation, examination and due diligence with respect to the subject matter hereof without any representation or warranty (whether express or implied, in fact or in law) by or on behalf of DOT. The Second Party has not bribed or attempted to bribe any officer, agent or employee of DOT or the State in connection with the Proposal or execution of this Agreement or paid or agreed to pay any finder's fees, success fees, kickbacks or similar consideration to any Person in connection with Proposal or execution of this Agreement. To the Second Party's knowledge, the Proposal and this Agreement do not constitute a conflict of interest or breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes. The proposal was not made in connection or concert with any other Person known to Second Party to be a Proposer.
- (i) The Second Party did not employ any Person, other than bona fide employees, advisors, and consultants working solely for the Second Party to solicit or secure this Agreement, nor has the Second Party paid or agreed to pay any Person any fee, commission, percentage, brokerage fee, finder's fee, success fee, gift, kickback or any other consideration contingent upon or resulting from the execution of this Agreement.
- (j) The Second Party has filed all federal, state and local tax returns which it is required to file, if any. The Prime Contractor has paid or caused to be paid to the respective taxing authorities all taxes as shown on such returns or on any assessments received by it to the extent that such taxes have become due, or has filed a sales tax security bond with respect to same. The Second Party knows of no proposed material tax assessment against the Second Party, and the Second Party is not obligated by any other agreement, tax treaty, instrument or otherwise to contribute to the payment of taxes owed by any other Person. All material tax liabilities are adequately provided for or reserved against on the books of the Second Party.
- (k) The Second Party has (i) paid all applicable workers' compensation second injury fund assessments concerning all previous work done by the Second Party in the State, if any; (ii) paid all applicable unemployment compensation contributions concerning all previous work done in the State, if any; and (iii) has not been cited for non-compliance with or violations of the Occupational Health and Safety Administration regulations.

- (l) The Second Party has provided DOT with an opinion letter from its Connecticut legal counsel, confirming the representations, warranties and covenants set forth in this Article, which opinion letter is attached hereto as Exhibit ____.

Section 13.2. Whistleblower Provision. To the extent that § 4-61dd of the Connecticut General Statutes or any successor Legal Requirement (as the same may be amended from time to time), applies to this Agreement, the Second Party shall comply with the requirements of § 4-61dd of the Connecticut General Statutes or any successor Legal Requirement.

- (a) If an officer, employee or appointing authority of Second Party takes or threatens to take any personnel action against any employee of the Second Party in retaliation for such employee's disclosure of information to any employee of the State or the Auditor's of Public Accounts or the Attorney General under the provisions of subsection (a) of 4-61dd of the Connecticut General Statutes, the Second Party 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 Agreement. 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.
- (b) The Second Party shall post a notice of the provisions of § 4-61dd of the Connecticut General Statutes relating to large state contractors in a conspicuous place which is readily available for viewing.

Section 13.3. Public Records. Any information required to be submitted to DOT or requested by DOT, pursuant to this Agreement that the Second Party considers confidential, financial information given in confidence, intellectual property or a trade secret or the Second Party otherwise considers exempt from disclosure pursuant to § 1-210(b) of the Connecticut General Statutes shall be labeled as such on submission to the State, unless such earlier claims were already adjudicated by the Freedom of Information Commission, accompanied with an explanation justifying an exemption from release consistent with § 1-210(b) of the Connecticut General Statutes. Should the Second Party's asserted exemption be challenged by any Person, the final administrative authority to release any or all material so identified rests with the Freedom of Information Commission. In the event such information is requested from DOT under the Freedom of Information Act (FOIA), DOT shall notify the Second Party of such request and permit Prime Contractor five (5) business days to respond, defend or otherwise prevent the

release of information. The Second Party hereby agrees to indemnify, defend and hold harmless DOT and each of its officers, employees, and agents from all costs, damages and expenses incurred in connection with refusing to disclose any material which the Second Party has designated as proprietary or as a trade secret.

Audit and Inspection of Plants, Places of Business and Records

(a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Second Party's and the Second Party Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.

(b) The Second Party shall maintain, and shall require each of the Second Party Parties to maintain, accurate and complete Records. The Second Party shall make all of its and the Second Party's Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

(c) The State shall make all requests for any audit or inspection in writing and shall provide the Second Party with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(d) The Second Party shall keep and preserve or cause to be kept and preserved all of its and the Second Party Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Second Party shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(e) The Second Party shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Second Party shall cooperate with an exit conference.

(f) The Second Party shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any other party.

Section 13.4. Forum and Choice of Law. This Agreement shall be deemed to have been made in the Town of Newington, County of Hartford and State of Connecticut. This Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State, whether or not its conflict of laws principles would dictate otherwise. To the extent that any immunities provided by federal law or the laws of the State do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only, and shall not be transferred to any other court. The Second Party shall irrevocably waive any objection which it may now

have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding. The Second Party acknowledges and agrees that nothing in this Agreement shall be construed as a waiver by State of any rights or defenses of sovereign immunity with respect to this Agreement. To the extent this provision conflicts with any other provision of this Agreement, this provision shall govern.

Section 13.5. Sovereign Immunity. It is further understood and agreed by the parties hereto, that the Second Party shall not use the defense of sovereign immunity in the adjustment of claims or in the defense of any suit, including any suit between DOT and the Second Party, unless requested to do so by DOT. The sole and exclusive means for the presentation of any claim against DOT arising from or in connection with this Agreement shall be brought by the Second Party in accordance with Chapter 53 of the Connecticut General Statutes and the Second Party further agrees not to initiate legal proceedings against DOT in any state or federal court unless authorized pursuant to Chapter 53 of the Connecticut General Statutes.

Section 13.7. Indemnification and Hold Harmless.

(a) Second Party Indemnification. The Second Party shall, at its sole cost and expense, indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns ("State Indemnified Parties") from and against any and all liabilities, penalties, fines, damages, losses, settlements, orders, decrees, liens, debts, charges, executions, interest, costs and expenses, including but not limited to, attorneys' and other professionals' fees, and court costs ("Costs") arising, directly or indirectly, in connection with suits, claims, actions, demands, investigations and proceedings, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising, directly or indirectly, from acts of commission or omission (collectively, the "Acts") of the Second Party and any Subcontractor under or pursuant to the performance of its or their obligations under this Agreement or the applicable Subcontract. The Second Party shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Second Party's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims arising from any breach by the Second Party of confidentiality obligations with respect to any part of or all of the Proposal or any infringement by the Second Party of any person's intellectual property rights or other proprietary rights.

(b) Property Damage. The Second Party shall reimburse the State for any and all damages, if any, to the real or personal property of the State caused by the Acts of the Second Party, its contractors or Subcontractors. The Second Party and DOT shall give prompt notice to the other of any such Claims.

(c) Third Party Fees. The rights provided in this Section for the benefit of the

State shall encompass the recovery of reasonable attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

(d) Survival. The indemnities contained in this Section shall survive the transactions contemplated hereby and the Termination and the expiration of this Agreement for a period expiring six (6) years following Termination or expiration of this Agreement and shall not be affected in any way by the absence of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part to be performed under any insurance policies maintained by Second Party under Article ____ hereof.

Section 13.8. Debarment or Suspension. The Second Party represents and warrants and hereby certifies that neither the Second Party nor, to the Second Party's knowledge, any of its contractors or Subcontractors, any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor or any position involving the administration of Federal or State funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Governmental Authority;

(b) has, within the three (3)-year period immediately preceding the date hereof, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract for a Governmental Authority, violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, tax evasion, violating Federal criminal tax laws;

(c) is presently indicted for or otherwise criminally or civilly charged by a Governmental Authority with commission of any of the offenses enumerated in Subsection (b) of this Section; and

(d) has, within the three (3)-year period immediately preceding the date hereof, had one or more transactions for a Governmental Authority terminated for cause for default.

The Second Party shall include, or shall cause to be included, in each contract and Subcontract, assignment and/or license agreement, and purchase order the aforementioned certification from the parties thereto.

Section 13.9. Executive Orders. In so far as permitted by law, the parties acknowledge and agree to abide by the rules and regulations promulgated under the following Executive Orders (the "Executive Orders"):

(a) This Agreement is subject to the provisions of Executive Order No. Three of former Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Agreement may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three or any state or federal law concerning non-discrimination, notwithstanding that the labor commissioner is not a party to this contract. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to non-discrimination, until the contract is completed or terminated prior to completion. The Second Party agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that it will file all reports as required thereunder and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

(b) This Agreement is subject to the provisions of Executive Order No. Seventeen of former Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

(c) This Agreement is subject to the provisions of Executive Order No. Sixteen of former Governor John G. Rowland promulgated August 4, 1999, and, as such, the Agreement may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. Sixteen is incorporated herein by reference and made a part hereof.

(d) This Agreement is subject to the provisions of Executive Order No. Seven C of former Governor M. Jodi Rell, promulgated on July 13, 2006. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. Seven C is incorporated herein by reference and made a part hereof.

(e) This Agreement is subject to the provisions of Executive Order No. Fourteen of former Governor M. Jodi Rell, promulgated on April 17, 2006 and, as such, this Agreement may be cancelled, terminated or suspended by the State for violation or noncompliance with said Executive Order No. Fourteen. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Fourteen is incorporated herein by reference and made a part hereof. This Executive Order No.

Fourteen shall be made a part of any applicable contract and Subcontracts. The parties agree to abide by such Executive Order. Said Executive Order No. Fourteen should be reviewed in the context of the enactment of Public Act No. 08-186 entitled "An Act Concerning Environmental Conservation Police Officers, Cleaning Products, The State Hazardous Waste Program, Demonstration Projects, A Study of the Norwalk River Watershed, and the Sale of Certain Real Property."

(f) The Executive Orders are attached hereto as Exhibit and by this reference made a part hereof.

Section 13.10. Appointment of Agent for Service of Process. The Secretary of the State of the State of Connecticut (including any successor thereto) is hereby appointed by the Second Party as its agent for service of process for any action arising out or as a result of this Agreement, such appointment to be in effect throughout the life of the Agreement including any supplements hereto and all renewals thereof, if any, and six (6) years thereafter, except as otherwise provided by any applicable Legal Requirements.

Section 13.11. Compliance with ADA. This provision applies to those who are or will be responsible for compliance with the terms of the American's with Disability Act (ADA), during the Term of this Agreement. The Second Party represents that it is familiar with the terms of the ADA and that it is in compliance with the ADA.

Section 13.12. Equal Opportunity. By signing of this Agreement, the Second Party shall be deemed to have represented and warranted that it shall comply with (a) Connecticut Contract/Agreement Provisions entitled "Specific Equal Employment Opportunity Responsibilities", dated March 3, 2009, attached hereto as Exhibit and made a part hereof; and (ii) regulations of the United States Department of Transportation (Title 49, Code of Federal Regulations, Part 21) issued in implementation of Title VI of the Civil Rights Act of 1964, as amended, 78 Stat. 252, 42 U.S.C §§ 2000d to 2000-4, and Appendix "CR," a copy of which is attached hereto as Exhibit.

Section 13.13. Non-discrimination.

(a) Race, Color, Religion, Etc. In accordance with the provisions of subsection (a) of § 4a-60 of the Connecticut General Statutes, as revised:

(i) The Second Party agrees and warrants that in the performance of this Agreement such Second Party will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Second Party 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 Second Party 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, mental or physical disability, including, but not limited to, blindness, unless it is shown by the Second Party that such disability prevents performance of the work involved;

(ii) The Second Party agrees, in all solicitations or advertisements for employees placed by or on behalf of the Second Party, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (CHRO).

(iii) The Second Party agrees to provide each labor union or representative of workers with which the Second Party has a collective bargaining agreement or other contract or understanding and each vendor with which the Second Party has a contract or understanding, a notice to be provided by the CHRO advising the labor union or workers' representative of the Second Party's commitments under this Section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

(iv) The Second Party agrees to comply with each provision of this Section and §§ 46a-68e and 46a-68f of the Connecticut General Statutes and with each regulation or relevant order issued by the CHRO pursuant to §§ 46a-56, 46a-68e and 46a-68f of the Connecticut General Statutes.

(v) The Second Party agrees to provide the CHRO with information requested by the CHRO, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Second Party as relate to the provisions of this Section and § 46a-56 of the Connecticut General Statutes.

(b) Good Faith: Minority Business Enterprises.

(i) If this Agreement is a public works contract, the Second Party agrees and warrants that it will make good faith efforts to employ minority business enterprises as Subcontractors and suppliers of materials on such public works projects. The Second Party agrees and warrants that prior to entering this Agreement the Second Party provided the State of Connecticut with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such Agreement to support the nondiscrimination agreement under subdivision (1) of subsection (a) of this Section.

(ii) "Minority Business Enterprise" means any small contractor or supplier of materials fifty-one per cent 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 § 32-9n of the Connecticut General Statutes; 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.

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

(iv) The Second Party shall develop and maintain adequate documentation, in a manner prescribed by the CHRO, of its good faith efforts.

(c) Sexual Orientation. In accordance with the provisions of § 4a-60a of the Connecticut General Statutes, as revised:

(i) The Second Party agrees and warrants that in the performance of this Agreement the Second Party will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, or 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.

(ii) The Second Party agrees to provide each labor union or representative of workers with which the Second Party has a collective bargaining agreement or other contract or understanding and each vendor with which the Second Party has a contract or understanding, a notice to be provided by the CHRO advising the labor union or workers' representatives of the Second Party's commitments under this Section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

(iii) The Second Party agrees to comply with each provision of this Section and with each regulation or relevant order issued by said CHRO pursuant to § 46a-56 of the Connecticut General Statutes.

(iv) The Second Party agrees to provide the CHRO with information requested by the CHRO, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Second Party which relate to the provisions of this Section and § 46a-56 of the Connecticut General Statutes.

(d) Inclusion of Non-discrimination Provisions. The Second Party shall include the provisions of subsections (a), (b)(i) and (c) above in every contract, 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 contractor, Subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CHRO. The Second Party shall take such action with respect to any such contract, Subcontract or purchase order as

the CHRO may direct as a means of enforcing the provisions of subsections (a), (b)(i) and (c) of this Section including sanctions for noncompliance in accordance with § 46a-56 of the Connecticut General Statutes; provided, if the Second Party becomes involved in, or is threatened with, litigation with a contractor, Subcontractor or vendor as a result of such direction by the CHRO, the Second Party 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.

(e) Other Definitions. For the purposes of this entire Non-Discrimination Section 13.13, "Agreement" includes any extension or modification of this Agreement, "Second Party" includes any successors or assigns of the Second Party, "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders," or a record of or regarding a person as having one or more such disorders. For the purposes of this Section, "Agreement" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in § 1-120 of the Connecticut General Statutes, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in § 1-267 of the Connecticut General Statutes, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

Section 13.14. State Ethics Laws. Pursuant to the requirements of § 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the Office of State Ethics pursuant to § 1-81b of the Connecticut General Statutes shall be incorporated by reference into and made a part of this Agreement as if the summary had been fully set forth in this Agreement as permitted by § 1-101qq(c). The Second Party shall deliver such related affirmations to DOT promptly. The *Summary of State Ethics Laws*, the *Affirmation of Receipt* and *Guide to the Code of Ethics for Current or Potential State Contractors* are attached hereto as Exhibits _____. A *Consulting Agreement Affidavit* is attached hereto as Exhibit _____. Additionally, the Second Party shall comply with the provisions contained in § 1-86e of the Connecticut General Statutes, which provides as follows: (a) No person hired by the State as a prime contractor or independent contractor shall: (1) use the authority provided to the person under the contract, or any confidential information acquired in the performance of the contract, to obtain financial gain for the person, an employee of the person or a member of the immediate family of any such person or employee; (2) accept another State contract which could impair the independent judgment of the person in the performance of the existing contract; or (3) accept anything of value based on an understanding that the actions of the person on behalf of the State would be influenced; and (b) no person shall give anything of value to a person hired by the State as a prime contractor or independent contractor based on an understanding that the actions of the prime contractor or independent contractor on behalf of the State would be influenced.

Section 13.15. DOT Policy Statement No. F&A-10. By signing this Agreement, the Second Party shall be deemed to have represented and warranted that as the Second Party it shall comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement Policy No. *F&A-10* Subject: Code of Ethics Policy," June 1, 2007, a copy of which is attached hereto as Exhibit ____.

Section 13.16. Campaign Contribution Restriction. With regard to a "State Contracts," as such term is defined in § 9-612(g)(1)(2) of the Connecticut General Statutes, having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to the Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See the *Notice of the State Elections Enforcement Commission to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban (SEEC Forms 10 and 11)* and *Gift and Campaign Contribution Certification*, attached hereto as Exhibits ____ and _____. This requirement (the "CCR Section") is included here pursuant to § 9-612 of the Connecticut General Statutes 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 (as such terms are defined in § 9-612 of the Connecticut General Statutes).

Section 13.17. Non-Discrimination Certification. Pursuant to §§ 4a-60(a)(1) and 4a-60a(a)(1) of the Connecticut General Statutes, every Contractor is required to provide the State with a non-discrimination certificate for all State contracts regardless of type, term, cost or value. The appropriate form must be submitted to DOT prior to execution of this Agreement. Copies of "non-discrimination certification" forms that will satisfy the statutory requirements may be found on the OPM website. The applicable certification form must be signed by an authorized signatory of the Second Party.

Section 13.19. Affirmative Action Plan. The Second Party's Affirmative Action Plan is attached hereto as Exhibit ____.

Insurance amounts will be dependent on the nature of the Agreement, but what follows are fairly standard.

Section 15.1. Insurance Requirements. At all times during the Term, the Second Party shall, at its sole cost and expense, maintain in full force and effect, for the benefit of DOT and the Second Party, the types and amounts of insurance set forth below, on and subject to the terms of this Article ____:

(a) Commercial General Liability Insurance. Commercial General Liability Insurance for damages arising out of bodily injury or death or damage to property

incurred in connection with this Agreement. The limit shall not be less than one million dollars (\$1,000,000) for damages arising in anyone occurrence, and, subject to that limit per occurrence, an aggregate limit of two million dollars (\$2,000,000) for damages arising during the policy period. Such coverage shall be written on an occurrence basis and include the following:

- (i) Products and Completed operations hazard coverage;
- (ii) Contractual Liability covering this Agreement, subject to the terms of the applicable policy;
- (iii) Personal Injury Coverage;
- (iv) Independent Contractors;
- (v) Premises and Operations; and
- (vi) Broad Form Property Damage.

This insurance shall be written on a 1998 ISO Commercial General Liability form (CGOOI4 Form) or its equivalent and expressly provide that the general aggregate limit of liability applies on a per location or per project basis.

(b) Comprehensive Automobile Liability. Automobile Liability Insurance covering owned, non-owned and hired vehicles in accordance with all applicable Legal Requirements, including the automobile insurance laws of the State of Connecticut and other states where the Second Party maintains its principal place of business. The limit shall not be less than one million dollars (\$1,000,000) per occurrence for damages arising out of bodily injury, death or property destruction. Such coverage shall be written on an occurrence basis.

(c) Workers' Compensation Insurance. Workers Compensation in each case with statutory benefits and Employer's Liability of not less than one million dollars (\$1,000,000) for all Employees each accident/injury/disease. The Second Party shall continue such insurance as required by Legal Requirements now or hereinafter in effect, including the U.S. Longshore and Harbor Workers' Compensation on an "if any" basis.

(d) Umbrella Liability. Umbrella Liability Insurance that shall provide excess coverage over the primary commercial general liability, employer's liability and automobile liability coverages as set forth in subsections 15.1(a), 15.1(b) and 15.1(c) above. Such coverage shall be no less broad than such primary coverages and shall be written on an occurrence basis with limits of not less than fifteen million dollar (\$15,000,000) per occurrence and in the aggregate for bodily injury and property damage.

(e) Builders Risk and Casualty Insurance.

(i) During the period of any construction, the Second Party shall maintain a completed value "all risk" Builder's Risk form or "Course of Construction" insurance policy in non-reporting form in an amount not less than 100% of the replacement cost of any such construction.

(ii) The Second Party shall also keep all Improvements insured throughout the Term against loss or damage to the Improvements by fire, windstorm, tornado, hail and against loss or damage by such other, further or additional risks as may now or hereafter be embraced by an "all risk" form of insurance policy and shall include earthquake coverage, if available at commercially reasonable rates, with an earthquake demolition rider and provide coverage against such other insurable perils which are insured against by owners of comparable buildings. The amount of such insurance shall not be less than 100% of the full replacement cost (insurable value) of the Improvements (as reasonably determined by the Second Party) without reduction for depreciation. The determination of the full replacement cost thereof shall be adjusted annually to comply with the requirements of the insurer issuing such coverage. Absent such annual adjustment, each policy shall contain inflation guard coverage insuring that the policy limit will be increased over time to reflect the effect of inflation. The Second Party also shall maintain, or require the General Contractor to maintain, or, at all other times, require its Subcontractors to maintain, replacement cost property coverage and equipment breakdown coverage (also known as boiler and machinery coverage) insuring the personal property and fixtures in or comprising the Improvements (including _____, all HV AC equipment, and all generators and mechanical equipment). Each insurance policy of the type described in this Section 15.1(e) shall contain a replacement cost endorsement and either an agreed amount endorsement (to avoid the operation of any coinsurance provisions) or a waiver of any co-insurance provisions, all subject to DOT's approval; likewise, any deductible under the foregoing policies shall be subject to the prior written approval of DOT, providing that none of such approvals shall be unreasonably withheld, conditioned or delayed.

(iii) As used above, the term "demolition" means, as a result of damage from earthquake, all costs and expenses of razing the Improvements, carting of debris from the Facilities, filling holes and excavations, clearing the site and leaving the site in a clean, safe and level condition.

(iv) DOT shall be named as a loss payee under all insurance maintained under this Section 15.1(e).

(v) The failure of the parties to agree on what is customarily insured against by owners of comparable buildings or the replacement cost of any Improvements, fixtures or personal property or any other matter which is the subject of this Section 15.1(e), shall not relieve the Second Party (and/or its General Contractor or Subcontractors, as applicable) of its and/or their obligations to maintain insurance hereunder. Subject to that condition, the parties also agree that, in the event any dispute shall arise as to the types or amounts of coverage that are required to be maintained hereunder, then the Second Party shall maintain insurance with at least the same coverages and at least at the policy

amounts as were in effect immediately prior to such dispute, until such dispute is resolved. Either party may subject any such dispute for resolution under Section ____.

(vi) Notwithstanding anything herein contained to the contrary, the Second Party (and/or its General Contractor or Subcontractors, as applicable) shall at all times provide agreed amount property coverage with a waiver of coinsurance. In the event of a change occurs in co-insurance requirements applicable to any locations by statute or by an insurance service organization recognized by the State of Connecticut, or any similar body, the policies furnished by the Second Party (and/or its General Contractor or Subcontractors, as applicable) shall comply with such changes.

(f) Flood Insurance. If, at any time during the Term it is determined that all or a portion of the Improvements are located within an area designated as a Special Flood Hazard Area, the Second Party shall maintain flood insurance with respect to such Improvements continuously during the Term in an amount equal to the full insurable value of such Improvements.

(g) Terrorism Risk Insurance. To the extent commercially available, the Second Party shall maintain Terrorism Risk Insurance during the Term in such amount as is reasonably satisfactory to DOT, as defined by the Terrorism Risk Insurance Act of 2002.

(h) Errors and Omissions. To the extent that the Second Party, the General Contractor and any Subcontractors and/or any of the Second Party's Representatives provide any architectural, engineering or design services under or in connection with this Agreement, each person and entity providing such services shall be duly licensed and maintain Errors and Omissions coverage at such party's sole cost and expense, in an amount not less than \$5,000,000 per occurrence. In the case of any engineer, architect or other design professional, each such policy must be kept in effect for a period of seven (7) years after Completion of the project on or for which any such services are rendered; otherwise the professional involved shall maintain such coverage for a period for at least three (3) years following completion of its work hereunder; provided however, in no case shall any such party be required to purchase an Errors and Omissions policy for a period longer than ten (10) years. If coverage is procured by any professional on a claims made basis, the retroactive date must be the date of the professional's commencement of any work under or pursuant to this Agreement or the project to which it relates, whichever is earlier.

(i) Railroad Protection Liability.

When work is required on, over or under the right of way of any railroad company, the Second Party shall provide, with respect to the operations that it, its contractors or its subcontractors perform under the Agreement, Railroad Protective Liability Insurance for and on behalf of the railroad company (and additional railroad companies using the line, as may be required) as named insured, and the State named as additional insured, providing for coverage limits of (1) not less than Two Million Dollars (\$2,000,000) for all damages arising out of anyone accident or occurrence, in connection with bodily

injury or death and/or injury to or destruction of property; and (2) subject to that limit per accident, a total (or aggregate) limit of Six Million Dollars (\$6,000,000) for all injuries to persons or property during the policy period. If such insurance is required, the Second party shall obtain and submit the minimum coverage indicated above to DOT prior to the commencement of rail related work and/or activities and shall maintain coverage until the work and/or activities is/are accepted by DOT.

(j) Valuable Papers and Records.

The Second Party shall secure and maintain a Valuable Papers Insurance Policy at no direct cost to DOT, until the complete design has been accepted by the State, and all original tracings, highway and bridge design computations, survey data, documents or data will have been returned to DOT. This will assure DOT that all records, papers, maps, statistics, survey notes, all tracings, highway and bridge design and other data or documents will be reestablished, recreated or restored if made unavailable by fire, theft, or any other cause. When survey data is furnished by DOT, it shall retain in its possession duplications of all survey plans and field notes. The Second Party shall retain in its possession duplications of all products of its work under this Agreement, if and when it is necessary for the originals to be removed from its possession during the time that this policy is in force. This policy shall provide coverage in the amount of Seventy-five Thousand Dollars (\$75,000) when the insured items are in its possession, and in the amount of Twenty Thousand Dollars (\$20,000) regardless of the physical location of the insured items.

(k) Other. The Second Party shall maintain such other insurance and in such amounts as from time to time may be required during the Term.

Section 15.2. Insurance Underwriting and Other Requirements.

(i) All insurance maintained by the Second Party pursuant to this Agreement shall be written by insurance companies licensed to do business in the State of Connecticut or, if not so licensed, by companies that are approved by the Connecticut Insurance Department, and all such companies otherwise shall be acceptable to DOT. As of the Effective Date, the following types of insurers are deemed acceptable by DOT: (i) an insurer rated A- or higher by A.M. Best and (ii) listed as a financial category VIII or higher by A.M. Best. All other insurers (including captive insurers and modified self-insurance programs) are subject to the DOT Representative's approval.

(ii) Each policy of insurance maintained pursuant to this Agreement shall be written to provide at least those coverages provided under standard forms therefor as have been approved the State of Connecticut's Insurance Commissioner. Each such policy also shall not be subject to cancellation unless notice is given to the State, in the manner set forth in this Agreement for providing official notice to the State, at least thirty (30) days prior to the date of cancellation, except ten (10) days for non-payment of premium. All insurance certificates required to be provided to the State hereunder shall evidence the insurers' agreement to the foregoing on the face thereof.

(iii) All insurance required hereunder shall be written on an "occurrence" (as opposed to "claims made") basis, except for errors and omissions insurance, which may be maintained on a "claims made" basis as provided in subparagraph 15.1(h) above.

(iv) All products and completed operations coverage required to be maintained by the Second Party and its General Contractor or Subcontractors shall continue to be maintained for at least three (3) years following final acceptance of their work.

(v) Notwithstanding any other provision of subparagraphs (a), (b), or (c) of Section 15.1 to the contrary, any party required to maintain insurance thereunder or in accordance therewith (herein, individually, an "Insuring Party") shall be deemed to be in compliance with said paragraphs even if such party's insurance policy(ies) are not written for amounts specified in such subparagraphs (other than worker's compensation insurance), provided said party carries Umbrella Liability insurance for any differences in the amounts specified therefor and the policy(ies) for such Umbrella Liability insurance follow(s) the form of said party's primary coverages.

(vi) The State of Connecticut, DOT and its officers, agents and employees shall be named as additional insureds under any and all coverages maintained pursuant to subparagraphs (a), (b) and (d) of Section 15.1 above (other than worker's compensation insurance) as well as any umbrella or excess liability insurance which provides coverage over and above such insurance.

(vii) Nothing herein shall preclude any Insuring Party from procuring and maintaining, at such party's sole cost and expense, such additional insurance coverage as such party deems desirable or appropriate.

(viii) Except as otherwise specifically provided to the contrary in this Section 15 any insurance required to be maintained by any Insuring Party by this Agreement may be obtained by means of any combination of primary and umbrella coverages and by endorsement and/or rider to a separate or blanket policy and/or under a blanket policy in lieu of a separate policy or policies, provided that such Insuring Party shall deliver a certificate of insurance of any said separate or blanket policies and/or endorsements and/or riders evidencing to DOT that the same complies in all respects with the provisions of this Agreement, and that the coverages, and the protection afforded the State, thereunder are at least equal to the coverages and protection which would be provided under a separate policy or policies procured solely for the _____, and/or and services provided or work performed, under this Agreement.

Section 15.3. Adjustment. Except as otherwise required by Section 15.1(e), on the fifth (5th) anniversary of the Effective Date and every fifth (5th) anniversary thereafter, the Second Party shall cause the insurance coverage described in Section 15.1 to be adjusted such that the insurance coverage for the policies described in Section 15.1 will be in amounts as would be customarily maintained at that time, provided that no reductions in coverage shall be permitted without the prior written consent of DOT, which consent shall not be unreasonably withheld or delayed.

Section 15.4. Evidence of Insurance.

(a) Prior to the Effective Date and not less than ten (10) days prior to the renewal date of any such insurance, the Second Party shall provide to DOT insurance certificates evidencing such insurance, together with "additional insured" and "loss payee" endorsements, as applicable, and together with Form CON 32 or a successor form approved by DOT. The Second Party's Commercial General Liability coverage maintained pursuant to Section 15.1 (a), shall be endorsed to include DOT, the State and its officers, agents and employees as additional insureds pursuant to a 1997 ISO Additional Insured Form CG 20 10 or an endorsement providing equivalent coverage to DOT with respect to their ongoing and completed operations. All additional insurance coverage afforded to DOT and the State Indemnified Parties shall apply as primary insurance and shall not be in excess of any insurance that may be maintained by the State. As soon as possible after issuance or renewal of any of the insurance required to be maintained under this Agreement, the Second Party shall provide DOT with copies of the pertinent insurance policies, including all endorsements thereto.

(b) Approval of any insurance by DOT shall not be a representation of the solvency of any insurer or the sufficiency of any amount of insurance. In addition to and not in lieu of the foregoing, the Second Party shall provide to DOT, within five (5) Business Days following DOT's written request for same, complete copies of the aforesaid binders or insurance policies, as the case may be. In providing such policies, the Second Party may redact provisions of the policy it considers proprietary.

Section 15.5. Subcontractors. The Second Party shall either include all Subcontractors as insured under the policies of insurance required hereunder, or, except in the event of an emergency or other unusual or special condition where it is prudent not to do so, require such Subcontractors to procure and maintain, the insurance types and at levels that are commercially reasonable given such Subcontractor's activities at the _____. Any such insurance by any Subcontractor with respect to the _____ or personal property on the _____ shall include an endorsement waiving the insurer's rights of subrogation against the DOT and the State and any of its officers, agents and employees. Any such Subcontractor's liability insurance shall name the State of Connecticut and its officers, agents and employees as an additional insured and DOT as a loss payee, as applicable, and shall deliver to DOT certificates evidencing such insurance, together with "additional insured" and "loss payee" endorsements and together with Form CON 32 or a successor form approved by DOT.

Section 15.6. Insurance by DOT. In the event the Second Party fails to provide, maintain, keep in force or deliver or furnish to DOT the insurance required by this Agreement or evidence of the renewal thereof, DOT, in addition to its other rights and remedies contained in this Agreement on account of such failure, shall be authorized (but not required) to procure such insurance, and the Second Party shall pay all amounts advanced by DOT therefor, together with interest at the Default Rate until paid in full, upon demand by DOT. DOT shall not be responsible for nor incur any liability for the

insolvency of the insurer or other failure of the insurer to perform, even though DOT has caused the insurance to be placed with such insurer pursuant to this Section.

Section 15.7. Waiver of Subrogation. Any liability or casualty insurance set forth in Sections 15.1(a) through (d) above carried by the Second Party with respect to the _____ or personal property on the _____ shall include an endorsement denying to the insurer rights of subrogation against the DOT and the State and its officers, agents and employees.

Section 15.8. Maintaining the Insurance; Payment of Deductibles, etc. The Second Party shall not nor shall it permit General Contractor or any Subcontractor to take any action that would invalidate, in whole or in part, the insurance required to be maintained under Section 15.1. If the Second Party, General Contractor or any Subcontractor takes any action that could or does invalidate such coverage, then the Second Party shall promptly use commercially reasonable efforts to eliminate that condition or circumstance. The Second Party and its Subcontractors shall be fully and solely responsible for and thus shall pay any and all costs and expenses as a result of any and all coverage deductibles under any policy(ies) of insurance maintained by them. The Second Party and its Subcontractors shall assume and pay all costs and billings for premiums and audit charges earned and payable under all insurance that is required of it under Section 15.1. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.

Section 15.9. No Limitation as to the Second Party's Liabilities. The Second Party expressly understands and agrees that any coverages and limits furnished by the Second Party shall in no way limit the Second Party's liabilities and responsibilities specified within this Agreement or under applicable Legal Requirements.

Section 15.10. No Contribution by DOT. The Second Party expressly understands and agrees that any insurance or self-insurance programs maintained by DOT and/or the State shall be in excess of any and all insurance maintained by the Second Party, the General Contractor and all Subcontractors and shall not contribute to any insurance maintained by any such parties under or with respect to the _____ or this Agreement, or any of their activities at the same, whatsoever.

Section 15.11. No Waiver. The failure of DOT, at any time or from time to time, to enforce the provisions of this Article concerning insurance coverage shall not constitute a waiver of those provisions nor in any respect reduce any obligation of the Second Party to indemnify, defend and hold harmless the State Indemnified Parties pursuant to this Agreement. This Section 15.11 shall survive the expiration or Termination of this Agreement.

Section 15.12. No Release. Neither the expiration or Termination of this Agreement, nor anything in this Agreement, shall relieve the Second Party, its contractor or any Subcontractors from (a) any obligations relating to insurance claims based on actions or events occurring prior to the expiration or Termination of this Agreement, or (b) any

liability it has or may have to the State or DOT should any of them have failed, during the Term, to maintain any insurance required by or under this Article. In addition, the expiration or Termination of this Agreement shall not (x) abrogate the terms and conditions on and subject to which any insurance is, has been or was to be maintained by the Second Party, its Contractor or any Subcontractors hereunder during the Term or any other period (including, but not limited to, the Second Party's obligations to pay deductibles in connection with any claims), or (y) affect the parties' respective rights to the proceeds of any insurance which is subject to this Article.

Section 15.13. No Defense of Sovereign Immunity. Unless required otherwise by the State, each Insuring Party and its insurers providing the coverages described in Sections 15.1(a) and 15.1(d) shall waive sovereign immunity as a defense and shall not use the defense of sovereign immunity in the adjustment of claims or in the defense of any suit brought against any of them or any State Indemnified Parties, unless, and then only if and when, approved in writing by the State, which approval may be withheld in its sole and absolute discretion.

Section 18.5. No Partnership or Agency. In no event shall DOT be considered a partner or joint venturer with the Second Party or any Subcontractor by virtue of this Agreement. Further, nothing contained in this Agreement shall constitute or be deemed to constitute the Second Party, General Contractor or any other Subcontractor to be an agent of DOT or any other agency or subdivision of the State.

Section 18.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

Section 18.10. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 18.12. Waiver: Modification. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

Official Notice

It is mutually understood and agreed by the parties hereto that any official notice from one such party to the other such party (or parties), in order for such notice to be binding thereon, shall:

- (a) be in writing (hardcopy) addressed to:

(i) when the State is to receive such notice -
Commissioner of Transportation
Connecticut Department of Transportation,
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546;

(ii) when the Second Party is to receive such notice the person(s) acting herein as signatory for the Second Party receiving such notice –
Insert name and address

(b) be delivered in person or be mailed United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party to receive such notice; and

(c) contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "official notice" as used herein, shall be construed to include but not be limited to any request, demand, authorization, direction, waiver, and/or consent of a party, as well as any document(s) including any electronically produced versions provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or Agreement in which this "official notice" specification is contained. Further, it is understood and agreed that nothing hereinabove contained shall preclude the parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is (are) to be addressed; alternate means of conveying such notice(s) to the particular party; and/or alternate locations to which the delivery of such notice(s) is (are) to be made, provided such subsequent Agreement(s) is (are) concluded pursuant to the adherence to this specification.