STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS

ENVIRONMENTAL CONSULTANT'S CONTRACT FOR GENERAL ENVIRONMENTAL SERVICES ON-CALL TASKS

CONTRACT NUMBER: OC-DPW-ENV-0014

This contract is entered into this 10th day of November, 2009, by and between the State of Connecticut, hereinafter called the "State," acting herein by its Commissioner of the Department of Public Works (DPW), under the provisions of Sections 4-8 and 4b-1 of the Connecticut General Statutes, as revised, and

TRC Environmental Corporation

21 Griffin Road North

Windsor, CT 06095

hereinafter called the "Consultant."

WITNESSETH

Whereas the State is desirous of having the Consultant provide environmental services for various projects throughout the State, and

Whereas the Consultant is experienced as to such work, and

Whereas the Consultant 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:

I. GENERAL

For each specific task assigned under this contract, the Consultant shall furnish a project manager, engineers, environmental specialists, and other personnel to do work when directed as hereinafter provided. For all such tasks, the Consultant agrees to follow specific provisions as may be required by the DPW and set forth in the two (2) DPW documents entitled "Consultants Procedure Manual" dated October 2008, and prepared by the State of Connecticut, Department of Public Works, and "Connecticut Environmental Policy Act (CEPA) Procedure Manual" and in the Department of Environmental Protection document entitled "Transfer Act Site Assessment Guidance Document," copies of which three (3) documents were given to the Consultant prior to this contract being entered into, and which may be modified from time to time. The relevant portions of these three (3) documents are incorporated herein by reference and made a part hereof as though fully set forth herein.

II. SCOPE OF WORK

For each task assigned under this contract, the Consultant shall perform the following services when directed in writing:

A. Environmental impact evaluations:

1. The Consultant shall undertake environmental impact evaluations in accordance with Sections 22a-1 through 22a-1h of the Connecticut General Statutes and Sections 22a-1a-1 through 22a-1a-12, of the Regulations of Connecticut State Agencies, as applicable.
2. The Consultant shall submit for review and approval the number of documents as specified in the task letter, as herein provided in Article III. The documents shall be twelve-point font size, Times New Roman font, letter quality type, on 8 1/2" X 11" white bond paper, with one-inch margins on both sides. The

documents shall be single-spaced and double-sided. The Consultant shall include an electronic version of the documents with each submission. The electronic documents shall be in a format approved by DPW.

B. Transfer act site assessment:

1. The Consultant shall undertake Phase I, Phase II, and Phase III site assessments.
2. The Consultant shall submit for review and approval the number of documents as specified in the task letter, as herein provided in Article III.
3. Documents shall be twelve-point font size, Times New Roman font, letter quality type, on 8 1/2" X 11" white bond paper, with one-inch margins on both sides. Each document shall be single-spaced and double sided.

C. Other environmental services:

1. The Consultant shall provide environmental services in accordance with the specific directions in the task letter. Documents to be provided shall conform to the format stated in subsection 3 of Section B of this article.
2. The task might include but not be limited to: traffic studies, State Traffic Commission (STC) permit applications, archeological surveys, biological assessments (flora, fauna, wetland soils), site remediation plans, pollution prevention plans, regulatory compliance audits (air, water, solid waste, RCRA, health), environmental permit applications (CTDEP, ARCOE, EPA), water supply plan updates and upgrades, waste water treatment plant engineering analyses, and other environmental studies as required by the State.

D. Drawings:

Should the Consultant develop drawings for the tasks under this contract, then the Consultant shall use computer aided drafting software fully compatible with an AutoCAD version as approved in writing by the Department of Public Works in the individual task letters. After the documents to be provided are approved by the Department of Public Works, and at a time specified by the Department of Public Works, the Consultant shall submit an electronic copy of all drawings in a format approved by DPW. Should the work described in this subsection be required for a specific project, the Consultant shall be notified of such in the task letter prepared for the project, as hereinafter provided in Article III. All AutoCAD documentation related to a project shall be of a single media type. All the work called for in this subsection shall be provided by the Consultant at no cost to the State.

III. TASK LETTER

The services specified in Article II herein shall be performed in accordance with the provisions noted in each task letter prepared by the DPW for each task. Each task letter shall detail the scope of the task 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 of the DPW, hereinafter called the "Commissioner." Such letters shall be issued during the time period of the contract as set forth in Article IV and shall specify a time frame for completion of each task. Each task letter shall reference both a DPW project number and a task number specific to the task. No work shall be performed until the Consultant receives the approved task letter.

IV. TIME PERIOD

This contract shall commence with the date this contract was entered into and shall expire on **September 1, 2011.** 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.

V. COMPENSATION

A. The maximum total cumulative fee allowed the Consultant under this contract shall not exceed **Three Hundred Thousand** Dollars **($300,000.00)**. The Consultant shall be entitled to a payment of ten dollars ($10.00) at the termination of this contract if at such time the Consultant had not received any fee under this contract.

B. When approximately 75% of the fee set forth in Section A of this article has been expended, the Consultant 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 Consultant pursuant to the work.

C. If for reasons of incomplete scope, complexity, etc., a fixed fee cannot be determined by the Commissioner, the State shall compensate the Consultant 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 Consultant 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 Consultant's financial records. It is specifically understood that these hourly rate payments shall only apply for the period of time that the person is actually employed on projects assigned under this contract.

D. The State agrees to pay the Consultant, for the services described in each task letter, the total fee set forth in the letter. It is understood that no changes or adjustments shall be made in said fee unless the scope of the work performed or to be performed by the Consultant has substantially changed as determined by the Commissioner. In addition, said fee includes all costs of living, travel and communication, whether within or without the State of Connecticut, connected with the discharge of the Consultant's duties under this contract unless express written notification to the contrary is received from the State.

E. No payments shall be made until the materials submitted have been reviewed and approved by the DPW.

VI. SUB-CONSULTANTS

A. Should the Consultant require the services of registered sub-consultants at any time during the duration of this contract, their names and qualifications shall be submitted to the State. Such sub-consultants shall provide evidence of their competence by affixing their seals on any documents prepared by them or under their supervision. The Consultant shall not receive any additional payment from the State in regard to such sub-consultants unless their services relate to hourly-rate assigned work of the Consultant. In such event, the State shall reimburse the Consultant for the cost of such services and in addition shall also pay the Consultant ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.

B. Should it be necessary for the Consultant to engage the services of a test boring firm for the purposes of this contract, the State shall reimburse the Consultant for the cost of such services and in addition shall also pay the Consultant ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.

C. Should the Consultant personally wish to perform the services described in Section B of this article, the Consultant shall submit to the State a written quotation of the cost of performing such services. The quotation shall not include, nor shall the Consultant be paid for, an additional percentage of the cost for overhead and profit. The State shall decide whether to allow the Consultant to perform the work with the Consultant's own forces based on the Consultant's quotation, and shall notify the Consultant accordingly.

VII. CHANGES IN SCOPE OF WORK

A. If at any time during the term of any task assigned under this contract the State should require the Consultant to make any substantial change in the size or scope of the work, including any document already approved, or upon which substantial work had been done pursuant to instruction to proceed, then, and in such event, the

Consultant shall 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.

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

VIII. DISCLOSURE DECLARATION

By acceptance of this contract, the Consultant hereby declares that neither the Consultant nor any of its shareholders, principals, partners, or employees, as the case may be, will have during the duration of this contract any financial interest in the outcome of any task that the Consultant is asked by the State to perform. If, at the time the Consultant is requested to perform a task, such financial interest exists, the Consultant shall immediately disqualify itself in a written notice to the Commissioner.

IX. INSURANCE

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

1. Statutory Workers' Compensation and Employers' Liability:

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

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 Consultant shall furnish evidence by way of a certificate of insurance that it has obtained a professional services liability insurance policy, including pollution liability coverage, with $1,000,000 minimum coverage for negligence and errors and omissions. If any claims are paid against its professional services liability insurance policy, the Consultant agrees to purchase additional insurance in order to maintain the minimum coverage of $1,000,000. The insurance shall remain in effect during the entire duration of this contract and for eight years after substantial completion of the project. For policies written on a "Claims Made" basis, the Consultant agrees to maintain a retroactive date prior to or equal to the effective date of the contract. The Consultant'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 Consultant 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 services liability insurance. Certificates of insurance showing such

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

X. OWNERSHIP OF DOCUMENTS

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 Consultant. Such consent will not be withheld provided the State agrees that upon any alterations of the Consultant's documents by others, or upon reuse of the documents for any other project, the Consultant will be relieved by the State of any and all responsibility arising out of such alterations or reuse in connection therewith. The provisions of this article shall survive the termination of this contract and shall thereafter remain in full force and effect.

XI. PROFESSIONAL STANDARDS

A. The Consultant covenants and agrees to perform the services called for under this contract in accordance with the standards and practices of the Consultant's profession.

B. INDEMNIFICATION

(a) The Consultant shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the contract, including the noncompliance with applicable statutes, codes and regulations, or the acts of commission or omission (collectively, the "Acts") of the Consultant or Consultant Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the contract. The Consultant shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Consultant's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the contract.

(b) The Consultant shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Consultant or any Consultant Parties. The State shall give the Consultant reasonable notice of any such Claims.

(c) The Consultant's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the contract, without being lessened or compromised in any way, even where the Consultant is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(d) The Department of Public Works shall be entitled to recover under the Consultant's insurance policy even if a body of competent jurisdiction determines that the Department of Public Works or the State are contributorily negligent.

(e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

(f) This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.

(g) Definitions. Unless otherwise indicated, the terms included above shall have the following corresponding definitions:

Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

Consultant Parties: A Consultant's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Consultant is in privity of oral or written contract and the Consultant intends for such other person or entity to perform under the contract in any capacity.

Records: All working papers and such other information and materials as may have been accumulated by the Consultant in performing the contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

XII. SUSPENSION OF THE WORK

A. The State, at any time, may suspend all or any part of the services of the Consultant. In such event, the Consultant shall be given three (3) days' notice of such suspension in writing by registered or certified mail to the Consultant's address as given for correspondence purposes. The mailing of such notice shall preclude any claim on the part of the Consultant as to failure to receive notice of such suspension.

B. In the event of suspension by the State as noted above, the Consultant shall be entitled to such compensation as the Commissioner shall deem reasonable.

C. 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 Consultant 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 Consultant and the State may renegotiate the fees for the work based on current conditions or either may unilaterally elect to terminate the remaining work.

D. 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.

E. If the Consultant 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.

XIII. TERMINATION OF CONTRACT

A. 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 effective by delivery to the Consultant of a written notice of termination. The notice of termination shall be sent by registered or certified mail to the Consultant's address as furnished to the State for purposes of correspondence, or by hand delivery. Upon receipt of such notice, the Consultant 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 Consultant in performing its duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State.

B. If the termination is for the convenience of the State, the Consultant shall be entitled to receive reasonable compensation for services already satisfactorily performed and accepted, but no amount shall be allowed for anticipated profit on unperformed services. The Commissioner shall determine the amount of such compensation.

C. If the termination is for reason of failure of the Consultant to fulfill its contract obligations, the State may take over the work and prosecute the same to completion by contract or otherwise. In such event, the Consultant shall be liable to the State for any additional costs occasioned to the State thereby.

D. If after notice of termination for failure of the Consultant to fulfill its contract obligations it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the State. In such event, the Consultant shall be entitled to reasonable compensation as provided in Section B of this article.

E. If the Consultant is a sole proprietor and the Consultant should die during the term of this contract, this contract shall be considered terminated. In the event of such termination, the Consultant's estate shall be entitled to a reasonable payment for any uncompensated work performed to the date of death, and the State shall have title to, and shall have the right to immediate use and possession of, all finished and unfinished documents prepared under this contract. The Commissioner shall determine the amount of such payment.

F. The rights and remedies of the parties provided in this article are in addition to any other rights and remedies provided by law or under this contract.

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

For the purposes of this article, the word "contractor" is substituted for and has the same meaning and effect as if it read "Consultant."

A. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Consultant.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(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, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. 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, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (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 sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to 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 relate to the provisions of this section and section 46a-56.

(b) 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) "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 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.

(d) 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.

(e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(f) The contractor shall include the provisions of sections (a) and (b) above 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; 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.

(g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(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; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

(h) The contractor shall include the provisions of section (g) above 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; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "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, "contract" 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 Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

B. 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.

C. 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 hereto 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.

D. 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."

E. Campaign Contribution Restriction Provisions

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State 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 Attachment {SEEC Form 11}.

XV. LARGE STATE GOVERNMENT CONTRACTS

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

A. "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.

B. 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.

C. 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.

XVI. ANNUAL CERTIFICATION

If the aggregate value of this contract is $50,000.00 or more, including all amendments and/or commission letters, then the Consultant 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 article, the execution date of the contract shall be the date the Commissioner of DPW signs the contract.

XVII. 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.

XVIII. SOVEREIGN IMMUNITY

Nothing in this contract shall be construed as a waiver or limitation upon the State's sovereign immunity. To the extent this article is found to be inconsistent with any other part of this contract, this article shall control. This article of the contract shall survive the completion and/or termination of this contract.

XIX. APPROVAL BY STATE PROPERTIES REVIEW BOARD

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

XX. EFFECTIVE DATE

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

XXI. STATE'S RIGHTS OF INSPECTION, AUDIT AND COLLECTION; MAINTENANCE OF RECORDS

(a) All services performed by and material supplied by the Consultant under this contract shall be subject to the inspection and approval of the State at all times, and Consultant shall furnish all information concerning such material and services as may be requested by the State.

(b) The Consultant shall maintain, and shall require each of its subcontractors hereunder to maintain, accurate and complete records, books of account and other documents that delineate the nature and extent of the State's, Consultant's, and, in the case of each subcontract, the applicable subcontractor's, performance hereunder. The Consultant shall maintain all such documentation and any and all other of its records (whether stored in electronic or other form) that in any way pertain or relate to this contract and/or the actual or alleged performance and/or lack of performance by any party hereunder (individually and collectively, "Records") at the Consultant's address provided on the first page of this contract or such other location as is approved in writing in advance by the State.

(c) The Consultant agrees to make all of its Records available for inspection and/or examination by the State's authorized representatives during reasonable hours. The State and its representatives also shall have the right, at reasonable hours, to inspect and examine all of the part(s) of the Consultant's and its subcontractors' plant(s) and/or place(s) of the businesses which, in any way, are related to, or involved in, the performance of this contract and/or any subcontract to ensure compliance with the same. Except in the case of suspected fraud or other abuse or in the event of an emergency, the State will give the Consultant at least twenty-four (24) hours notice of any intended inspections or examinations.

(d) At the State's request, the Consultant shall provide the State with hard copies of or electronic media containing any data or information in the possession or control of the Consultant which pertains to the State's business or this contract.

(e) The Consultant agrees that it will keep and preserve or cause to be kept and preserved all of its Records until three (3) years after the latter of (i) final payment under this contract, or (ii) the expiration or earlier termination of this contract, as the same may be extended or renewed, and any holdover period.

(f) The Consultant also agrees that it will require each subcontractor under this contract to maintain all of its Records until three (3) years after the expiration or earlier termination of said subcontract or other agreement, as the same may be renewed or extended.

(g) If any litigation, claim or audit is started before the expiration of said three (3) year periods, such records shall be (and shall be required to be) retained until all litigation, claims or audit findings have been resolved.

(h) The Consultant shall incorporate the provisions of this Section, including this subsection (h), verbatim into any contract or other agreement it enters into with any subcontractor under this contract.

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

Attested by:

Erika Carcano
Witness Erika Carcano

Diane M. Chace
DIANE M. CHACE
Witness

State of Connecticut

By: Raeanne V. Curtis
Raeanne V. Curtis
Its Commissioner of the
Department of Public Works

Date signed: 11-11-09

Attested by:

Patricia C. Hampton
Witness Patricia Hampton

Linda Yalen
Witness LINDA YALEN

TRC Environmental Corporation

By: M. H Dodd
Print name: MARTIN H. DODD
Its , Duly Authorized

Date signed: 9/3/09

Approved as to form:

ASSOC. ATTY. GENERAL Attorney General

Date signed: 11/20/09

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

Attested by:

_____
Witness

_____
Witness

State of Connecticut

By: _____
Raeanne V. Curtis
Its Commissioner of the
Department of Public Works

Date signed: _____

Attested by:

Patricia C. Hampson
Witness Patricia Hampson

Linda Yalen
Witness LINDA YALEN

TRC Environmental Corporation

By: M. H Dodd
Print name: MARTIN H. DODD
Its Senior Vice President , Duly Authorized

Date signed: 9/3/09

Approved as to form:

_____
Attorney General

Date signed: _____

Exhibit A

SEXUAL HARASSMENT POLICY STATEMENT

All personnel of the Department of Public Works have the responsibility for maintaining high standards of honesty, integrity, impartiality and conduct to assure proper performance and maintenance of public trust. Sexual harassment violates these standards, especially with regards to principles of equal opportunity, and specific acts of such misconduct will result in the severest of disciplinary action that can be taken.

Acts of sexual harassment are illegal and prohibited by the Civil Rights Act, Title VII as amended and Connecticut General Statutes 46a-60 as a discriminatory practice.

As the Commissioner of the Department of Public Works, I will under no circumstances tolerate any incidents of this type of behavior. Specifically, any supervisors, who use implicit or explicit sexual behavior to control, influence, or affect the career, pay or job of an employee is engaging in sexual harassment. Similarly, any employee who makes deliberate or repeated offensive verbal comments, gestures, or physical contact of a sexual nature in the work environment is also engaging in sexual harassment.

Sexual harassment can include verbal abuse such as sexual insults, lewd or suggestive comments, or unwelcome jokes of a sexual nature. Sexually suggestive objects or sexually explicit posters, calendars, photographs, cartoons, drawings or other explicit materials are inappropriate in a state workplace and can contribute to creating a hostile or offensive work environment.

Individuals who are sexually harassed by supervisors, co-workers, or peers should make it clear that such behavior is offensive. Individuals can file a sexual harassment complaint to the appropriate source(s) for investigation of the matter, so that action can be taken to ensure a work environment free of sexual harassment.

Sexual harassment is totally unacceptable conduct; it undermines the integrity of the employment relationship, debilitates morale, and interferes with the work productivity of the organization.

I shall expect every manager and supervisor to ensure that any instance of sexual harassment is dealt with swiftly, fairly, and effectively. All substantiated complaints will result in the strongest disciplinary action available to the Department.

SEXUAL HARASSMENT NARRATIVE

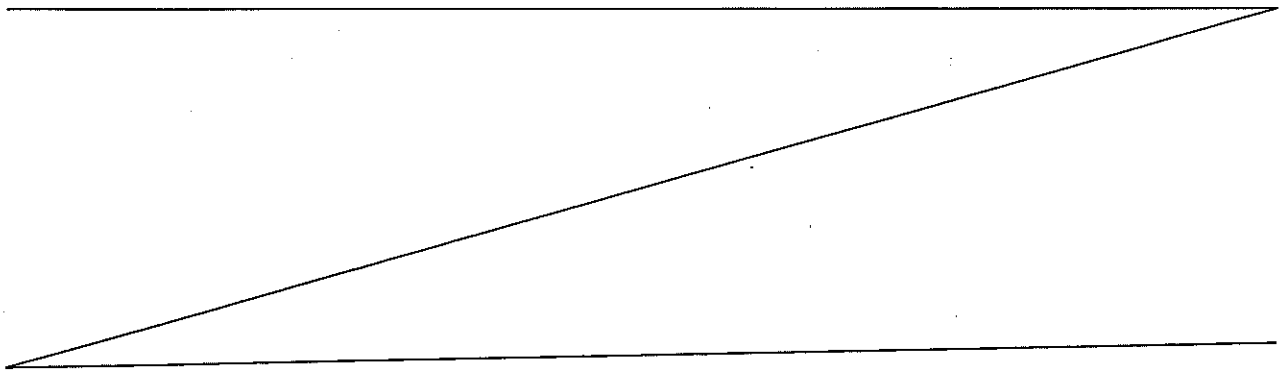
Sexual harassment is a particular type of sex discrimination. Like all sexual discrimination, it is illegal. It violates high standards of honesty, integrity, impartiality and conduct required of all sections of the Department of Public Works. It also interferes with and impedes work productivity.

Sexual harassment is defined as "any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by any individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment."

You may file a complaint with your supervisor, the Human Resources Office at (860) 713-5304 or the Office of Diversity Programs at (860) 713-5308.

Signed by Commissioner Raeanne V. Curtis on September 21, 2007.



STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION
20 Trinity Street Hartford, Connecticut 06106—1628

SEEC FORM 11

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

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

Civil penalties--$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of $2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or $5000 in fines, or both.

Contract Consequences

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

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

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

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

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

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

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

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

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

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

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

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