STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS

HAZARDOUS MATERIALS ABATEMENT DESIGN CONSULTANT'S ON-CALL CONTRACT

Contract Number: OC-DPW-HAZ-0011

Contract for the professional services of a design consultant in the preparation of hazardous materials abatement drawings and specifications and for follow-up construction administration, air monitoring services and other hazardous materials abatement related services such as inspection of facilities and sample analysis in connection with the project entitled

Hazardous Materials Abatement

Various State-owned Buildings

is entered into this 31st day of March, **2010** 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, Connecticut 06095

hereinafter called the Consultant;

WITNESSETH, that the State and the Consultant, in consideration of the mutual covenants, terms and conditions herein contained, do hereby agree as follows:

1. The Consultant shall provide services for the project in accordance with the "Terms and Conditions of Contract between the State and the Hazardous Materials Abatement Design Consultant" dated January 17, 1998, and last revised October 15, 2009, which document is attached hereto as Attachment 1 and made a part hereof.

2. The services required of the Consultant under this contract are of an indefinite quantity, and a time period for each specific task will be specified in a work statement set forth in a Letter of Authorization issued by the DPW Project Manager.

3. The total amount due the Consultant under this contract shall not exceed **Five Hundred Thousand** Dollars (**$500,000.00**). 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.

4. This contract shall commence with the date this contract was entered into and shall expire on **March 1, 2012**. 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.

5. For the services and deliverables specified in a work statement set forth in a Letter of Authorization, the Consultant shall be paid a fee based on the classification and hourly rate of personnel as shown in Exhibit A entitled "Hourly and Task Schedule." Said Exhibit A is attached hereto and made a part hereof. In addition to providing the hours of services and fee of any particular employee on any particular job, the Consultant shall make available upon request appropriate information to verify the actual burden, fringe, and overhead rates. The State reserves the right to audit these data.

6. The Letter of Authorization will reference a DPW project number and a maximum cost for a project. The cost will be based on an estimate of the scope of work and duration of the project as determined by the Consultant and the DPW Project Manager. This cost shall not be exceeded unless there are extenuating circumstances which were not initially known, and then only with the approval in writing of the DPW Project Manager; otherwise, any additional services necessary to complete the scope of work as agreed to in the Letter of Authorization shall be performed by the Consultant at no increase in cost.

7. Additional direct costs will be allowed as noted in each individual work statement set forth in a Letter of Authorization, but in no instance shall they exceed the limits set forth below:

   a. Direct Expenses: The State will pay for the following direct expenses:

      1. Vehicle travel to and from the established place of business and the project site: maximum rate is established per the State Travel Regulations.

      2. Project related long distance telephone calls, parking, etc., at the actual costs.

   b. Miscellaneous Outside Services: The State will pay for outside services such as photography, reproduction, etc., at actual cost plus a 10% markup.

   c. The State will pay for fees charged by the Department of Public Health for any application for alternative work practice procedures.

8. INSURANCE

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

a. Statutory Workers' Compensation and Employers' Liability:

1. Workers' Compensation:	Statutory limits
2. Employers' Liability:	
Bodily injury by accident:	$100,000 each accident
Bodily injury by illness:	$100,000 each employee
	$500,000 policy limit

b. Commercial General Liability:

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

c. Comprehensive Automobile Liability
(to include owned, non-owned and hired vehicles):

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

d. 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 $1,000,000.00 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 $1,000,000.00. 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 employer's liability insurance and to the coverage for professional liability insurance. Certificates of insurance showing such

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

9. 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, an 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 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, 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.

10. Requests for payment shall be made on properly prepared invoice forms with attachments showing actual hours worked, hourly rates as listed in Exhibit A, and any allowable additional direct costs included in the work statement. All requests for payment must be approved by the DPW Project Manager and, unless otherwise provided, payments shall be made as follows:

    a. Design - Monthly payments substantiated by a breakdown of hours spent, by employee classification, and any allowable additional direct costs. For design projects of less than one month duration, one payment upon submission of the original working drawings and specifications.

    b. Construction Administration and Design Reviews - Monthly payments substantiated by a breakdown of hours spent, by employee classification, and any allowable special additional direct costs. For projects of less than one month duration, one payment upon submission of all final documents.

    c. Air Sampling - Monthly payments based on number of samples taken or upon completion of task.

11. The Consultant shall appoint a program manager to serve as a single point of contact and liaison between the Consultant and the DPW Project Manager for all work required under the contract. Upon both parties hereto signing the contract, the Consultant will immediately advise the DPW Project Manager in writing the name of the individual so designated.

12. Whenever requested by the DPW Project Manager, his representative, or the Consultant, periodic meetings will be held to discuss questions and problems relating to the work requested under this contract. The Consultant and/or his appropriate representative(s) shall attend and participate in all design meetings and conferences.

13. Unless otherwise directed by the State, the Consultant shall take minutes and provide a record of all conferences, meetings, discussions, and/or directives, participated in by the Consultant and/or his representative(s) on matters relevant to the scope of work. These minutes will be identified by project numbers and numbered sequentially and will fully identify the participating personnel, subject discussed, action items, data due, and conclusions reached. The Consultant shall forward to the DPW Project Manager a copy of said minutes within five work days after the conference, meeting, discussion, and/or directives.

14. No prior stipulation, agreement or understanding, verbal or otherwise, of the parties hereto, their agents or legal representatives, shall be valid or enforceable unless embodied in the provisions of this contract.

15. The Consultant agrees to follow the Department of Public Works written guidelines set forth in the manual entitled "Consultants Procedure Manual" dated October 2008, and prepared by the State of Connecticut, Department of Public Works, given to him prior to the contract signing and which may be modified from time to time. These guidelines are incorporated herein by reference and shall be as binding upon the parties to this contract as though fully set forth herein.

16. It is agreed that this contract shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.
17. 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.
18. 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.

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

Attested by:

Holly J. Hart
Witness Holly J. Hart

Diane M. Chace
Witness Diane M. Chace

State of Connecticut

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

Date signed: 3/31/10

Attested by:

Linda Yalen
Witness Linda Yalen

Catherine M. Bragg
Witness Catherine M. Bragg

TRC Environmental Corporation

By: Martin H. Dodd

Its Senior Vice President, Duly Authorized

Date signed: 3/23/10

Approved as to form:

Attorney General

ASSOC. ATTY. GENERAL

Date signed: 4/26/10

Exhibit A
Hourly and Task Schedule

On-Call Contract: OC-DPW-HAZ-0011

I. The State shall compensate the Consultant for services under this contract on the basis of approved hourly rates for the personnel assigned as indicated below. Hourly rate payments shall be made in accordance with the terms and conditions of each Letter of Authorization. Monthly requests for payment shall be made in accordance with the provisions set forth in Paragraph 10 of this contract. The Consultant shall certify the accuracy of the amount invoiced as related to the work 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 the person is gainfully employed on the work covered by this contract.

The hourly rate for each classification shall be as follows, and any additional classifications and related hourly rates shall, at the discretion of the State, be considered to be added to the contract upon the State's prior written notice thereof to the Consultant.

Classification	Actual Hourly Rate But Not to Exceed
Principal	$35.00
Program Manager	$70.00
Certified Industrial Hygienist	$60.00
Senior Project Engineer	$50.00
Architect	N/A
Structural/Civil Engineer	$45.00
Mechanical Designer	$45.00
Electrical Designer	N/A
Project Engineer	$40.00
CAD Operator Designer	$35.00
Environmental Scientist	$35.00
Senior Industrial Hygienist	$35.00
Air Sampling Professional	$30.00
Industrial Hygiene Technician	$30.00
Engineer	$35.00
Draftsman	$30.00
Environmental Technical Assistant	$25.00

In accordance with the Office of Policy and Management General Letter No. 97-1 dated November 21, 1996, the maximum hourly rate of pay permitted by the State for the aforesaid classification of Principal is $35.00 per hour, which includes burden, fringe, overhead, and profit. The State shall be responsible for payment for burden, fringe, overhead, and profit as set forth in said letter as modified to include burden and fringe, as well as overhead and profit in item number three thereof. Under no circumstances shall the total cost of burden, fringe, overhead, and profit exceed one hundred sixty-five percent (165%) of the certified payroll cost for the aforesaid classifications. It is agreed that the hourly rates shall be those noted above unless said rates are not the same as those noted in said letter, in which event the rates noted in said letter shall apply.

II. Certain personnel not listed on the Consultant's payroll and certain tasks may be required for some projects. The Consultant shall provide such personnel and tasks as requested by the State. The request for payment shall be submitted on a properly prepared invoice form with attachments showing actual hours worked and rates applied. The Consultant shall certify that the 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 pre-approved hourly rates shall only apply for the period of time that the person is actually working on the project. For such personnel the Consultant shall be entitled to payment for the actual, but not to exceed, hourly costs plus a 10% markup, as noted below. For such tasks the Consultant shall be entitled to payment as noted below:

Classifications	Actual Costs Per Hour But Not to Exceed (including 10% Markup)
Architect	$150.00
Electrical Designer	$125.00
Certified Industrial Hygienist	N/A
Senior Industrial Hygienist	N/A
Environmental Scientist	N/A
Industrial Hygienist	N/A
Air Sampling Professional	N/A
Industrial Hygiene Technician	N/A

Specific Tasks	Charges Per Unit
Polarized Light Microscopy (PLM) of Bulk Samples	$12.00 (3day turnaround)
Phase Contrast Microscopy (PCM) of Air Samples	$8.00 (24hr. turnaround)
Transmission Electron Microscopy (TEM) of Air Samples (Less than 12 Hours)	$125.00
Transmission Electron Microscopy (TEM) of Air Samples (Less than 24 Hours)	$85.00
Transmission Electron Microscopy (TEM) of Air Samples or of Bulk Samples (Less than 48 Hours)	$60.00
Lead in Paint or Soil (XRF)	
Usage/Hour	$10.00/hr + labor cost
Usage/Day	$50.00/day + labor cost
Lead in Paint or Soil (AAS)	
3 Day Turnaround	$15.00
5 Day Turnaround	$12.00
10 Day Turnaround	$10.00
Lead Air Sample (AAS or XRF)	
3 Day Turnaround	$15.00
5 Day Turnaround	$12.00
10 Day Turnaround	$10.00
Lead Wipe Test (AAS)	
3 Day Turnaround	$15.00
5 Day Turnaround	$12.00
10 Day Turnaround	$10.00
Lead (Only) TCLP	
3 Day Turnaround	$75.00
5 Day Turnaround	$60.00
10 Day Turnaround	$50.00

Exhibit B

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 Johnette Tolliver, the agency's designated Equal Employment Opportunity Specialist at (860) 713-5394.

Signed by Commissioner Raeanne V. Curtis on May 30, 2008.

ATTACHMENT 1
(9 pages)

STATE of CONNECTICUT
DEPARTMENT of PUBLIC WORKS

January 17, 1998
Last Revision February 24, 2010

TERMS AND CONDITIONS OF CONTRACT BETWEEN THE STATE AND THE HAZARDOUS MATERIALS ABATEMENT DESIGN CONSULTANT

I. CONSULTANT'S SERVICES

A. The Consultant agrees to prepare and furnish documents as set forth in Article III herein covering the following:

1. The Consultant shall develop programs for the removal and/or enclosure and/or encapsulation of hazardous materials from individual buildings. "Hazardous Materials" shall mean any and all materials, chemicals, or other substances that are hazardous or toxic or otherwise regulated or controlled pursuant to any of the Environmental Laws. "Environmental Laws" shall mean any federal, state, or local statute, law, ordinance, code, rule, regulation, order, permit, or decree regulating or relating to the protection of human health or the environment, or imposing liability or standards of conduct concerning any hazardous, toxic, or waste substance, element, compound, mixture or material, as now or at any time hereafter in effect, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended, 42 U.S.C. § 9601 et seq.; the Emergency Planning and Right To Know Act, 42 U.S.C. § 11101 et seq.; the Endangered Species Act, 16 U.S.C. § 1531 et seq.; the Lead-Based Paint Exposure Reduction Act, 15 U.S.C. § 2681 et seq.; the Oil Pollution Act of 1990, 33 U.S.C. § 2701 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Solid Waste Disposal Act (including the Resource Conservation and Recovery Act) 42 U.S.C. § 6901 et seq.; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq.; the Superfund Amendments and Reauthorization Act, 42 U.S.C. § 9601 et seq.; Clean Air Act, 42 U.S.C. § 7401 et seq.; the Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the River and Harbors Act of 1899, 33 U.S.C. § 401 et seq.; and all rules and regulations of the U.S. Environmental Protection Agency (EPA), or any other federal, state, or local department, board, or agency, or any other agency or governmental board or entity having jurisdiction over environmental or health and safety matters, as such may have been amended. The services may include the preparation of reports, plans, specifications, and cost estimates for various State owned buildings, as well as program administration, inspections, assessments, analytical laboratory sample analysis, report preparation, preparation of contract documents, consultations during construction, and monitoring of contractors. The Consultant shall, in addition, provide drawings and specifications for the restoration of each building to current codes if required by DPW. Other services which the Consultant may be requested to provide include air monitoring and sampling, construction administration and inspection, and the review of design activities performed by others.

   When requested by task letter, the Consultant shall develop programs for the replacement of asbestos with non-hazardous materials of like qualities of fire or thermal resistance or acoustical properties, as deemed necessary by sound practice and current State Building Code requirements,

2. For some task letters, the basis for the requirement for the services will be building inspection reports, such as asbestos inspection reports, which will have previously been prepared for the State by firms competent in this field and under contract to inspect buildings over 2,500 square feet in floor area. For lead abatement services the Consultant will be required to conduct a lead inspection survey to determine the presence of toxic levels of lead. Services will include the development of abatement strategies necessary to reduce the hazard.

3. In preparing an asbestos abatement program, the Consultant will utilize the document entitled "State of Connecticut Standard Specification Asbestos Abatement" dated April 6, 1987, and revised January 1991,

September 1997 and prepared by Asbestos Management, Department of Public Works. Departure from this document, if required, will be considered in the final review of the abatement program.

4. An abatement program will include detailed scheduling of events and the coordination of those events with the affected agency to enable a smooth completion of the intended effort with a minimum disturbance to normal use of a building. If it is necessary to vacate a building during the abatement process, plans for vacating shall be coordinated with, and approved by, the affected agency.

5. During the asbestos/lead abatement stage or for other hazardous materials abatement, as necessary, the Consultant will be required to provide the services of an air sampling professional to represent the State. If the construction contractor is found to be in violation of his contract, the air sampling professional shall notify the DPW Construction Specialist or the agency, whichever is designated by the State as responsible. The air sampling professional will, in this capacity, also participate in the briefing of the construction contractor before the start of the construction work.

B. The Consultant agrees to follow the DPW written guidelines (Consultants Procedure Manual as referenced in Section 15 of the basic contract) established at the initial meeting. These guidelines are incorporated herein by reference and shall be as binding upon the parties to the contract as though fully set forth herein. The Consultant shall also provide services in accordance with the Regulations of Connecticut State Agencies.

C. The Consultant will consult with the State to ascertain requirements of the project and consult with proper State authorities and inform himself as to specific institutional conditions that might affect the design of the contemplated work or the hours or season of its execution, such as type of occupants, use of adjacent areas, interruptions of institutional routine, and/or other factors related to the particular project. The drawings and specifications will reflect consideration of those factors requiring safeguards and precautionary measures in excess of usual practice.

D. The State will not indemnify nor hold the Consultant harmless from third party claims, suits, or actions.

E. The Consultant covenants and agrees that it will perform its services under this contract in accordance with the standard practices of its profession.

F. Indemnification.

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

II. PAYMENT OF CONSULTANT'S FEES:

A. The State agrees to pay the Consultant for services herein described an amount based on hours of service and hourly rates as set forth in Exhibit A.

B. Payments will be made in accordance with the provisions set forth in Section 10 of this contract. All invoices for payment must include the project number as specified by the Letter of Authorization and be approved by the DPW Project Manager.

III. SPECIFIC DOCUMENTS TO BE FURNISHED BY THE CONSULTANT WHEN AUTHORIZED

A. Preliminary Study:

Pursuant to conferences with the State, a survey, a study, or a concept plan shall be prepared by the Consultant to determine the general scope of a project. These studies may consist of sketches, small scale drawings, and outline specifications, or other documents as necessary.

Concurrently with the preliminary study the Consultant shall determine from competent authority any factors in conflict with the project as proposed, such as neighboring building lines, zoning regulations, sanitary codes,

health and fire laws, local ordinances, and/or any other germane laws, regulations or procedures, and shall report his findings thereon to the State when submitting preliminary drawings and specifications.

B. Drawings and Specifications:

These drawings shall show the general disposition of the principal features and equipment embodied in the project, and shall be sufficiently developed so as to fix and illustrate the size and character of a project in all of its essential basic particulars as to kinds of materials, types of structure, and mechanical and electrical systems. An estimate of the cost of implementation predicated on these drawings and specifications shall accompany the same, broken down into the major sub-trades for the implementation of the project, with separate figures for special items such as equipment, site work, and utility lines. Basic engineering and other designs and specifications shall also be provided at this time by the engineers and other consultants working under the direction of the Consultant.

As these drawings are the basis of the whole concept of the project, they shall be reviewed by the State or its representative for conformance to functional and technical requirements of the project and be approved by the State or its representative before the Consultant proceeds further.

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. 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. Upon completion of construction of the project, the Consultant shall submit a revised electronic copy utilizing the most recently recognized format of the National CAD Standard basic format to reflect as-built conditions. All AutoCAD documentation related to a project shall be of a single media type. All the work called for in this paragraph shall be provided by the Consultant at no additional cost to the State.

C. Summary Report

The summary report, also known as a compliance report, shall be submitted at the conclusion of construction work and shall contain, but not be limited to, the following records and information:

1. Summary of the entire project
2. Records of all air sampling and clearance tests, certificates of visual inspections, the abatement contractor's personal sampling results, chain of custody, and medical and training certificates
3. Logs of all activities such as daily attendance, containment area sign in/out sheets
4. Copies of all submittals such as EPA/DEP notifications, alternative work practices, progress reports, meeting notes, re-insulation information, equipment information
5. Specifications and floor plans
6. Calibration data
7. Waste disposal manifests

IV. CONSULTANT'S DUTIES DURING CONSTRUCTION ADMINISTRATION WHEN AUTHORIZED

A. The Consultant shall, as part of the services to be rendered, include as much of his personal services and the services of his employees and consultants as the State deems necessary for the well-being of a project and efficient implementation of the construction work, but shall not be responsible for continuous on-site inspection of the work, except for air monitoring when required. If the Consultant fails to perform the duties in a conscientious and reasonable manner, the State may exercise its right to terminate the contract as hereinafter provided in Article VI.

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

The Consultant shall:

1. Observe the progress of construction so as to determine when there appear to be any defects, deficiencies, or deviations from the drawings and specifications in the work of the construction contractor, including all variations from the materials specified and the methods of construction authorized.

2. Attend job meetings as required, at which the construction contractor will report, and make recommendations relative to the progress of the work based upon visitations to the site and inspections of same, and submit semi-monthly inspection reports in such form as directed by the State on the fifteenth and last day of each month.
3. Examine submittals and furnish recommendations to the State concerning material and equipment, and review and report on the construction contractor's proposals in connection with changes in the construction contract. These services are to be performed promptly so as not to entail delay in the work.
4. Check and certify partial payment requisitions submitted by the construction contractor.
5. Review and comment on shop drawings submitted for review. This service is to be performed with diligence and promptness so that the construction work will not be delayed.
6. Record on the original final tracings all changes made during the period of construction, as indicated on the construction contractor's marked-up record drawings, and provide reproducible mylars to the State that reflect such changes. The mylars shall become the property of the State.
7. Fully cooperate with the State's representatives during the progress of the construction work.

V. 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 compensation as the Commissioner shall determine to be 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 in regard to the work shall be applied as payment on the fees for the work as set forth in the 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 upon 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 such services 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.

VI. TERMINATION OF AGREEMENT

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 (a) immediately discontinue all services affected (unless the notice directs otherwise), and (b) 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 his duties under this contract, whether completed or in progress. All said 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 due to the failure of the Consultant to fulfill his contract obligations, the State may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Consultant shall be liable to the State for any additional cost occasioned to the State thereby.

D. If after notice of termination for failure of the Consultant to fulfill his 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. 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.

F. If the Consultant is a sole proprietor and the Consultant should die during the term of this contract, the contract shall be considered to be 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 the contract. The Commissioner shall determine the amount of such payment.

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

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 Consultant 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 Consultant 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 Consultant 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 Consultant, its employees, contractors, subcontractors, consultants, subconsultants, or vendors engage in behavior prohibited by the provisions of the Policy (a copy of the Policy is attached to this contract as Exhibit B). The Consultant 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 PROVISION**

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}.

VIII. 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.

IX. 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.

X. 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.

XI. 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 article, including this section (h), verbatim into any contract or other agreement it enters into with any subcontractor under this contract.

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.