STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS

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

CONTRACT NUMBER: OC-DPW-VEH-0014

This contract is entered into this 25th day of January, 2010, by and between

Desman, Inc.
175 Capitol Blvd., Suite 203
Rocky Hill, CT 06067

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

WITNESSETH

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

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

Whereas the Engineer is desirous of performing such work;

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

A. For each specific project assigned under this contract, the Engineer shall furnish a project manager, architects, engineers, and other personnel to do work when directed as hereinafter provided. For all such projects, the Engineer agrees to follow the applicable provisions set forth in the manual entitled "Consultants Procedure Manual" dated October 2008, and prepared by the State of Connecticut, Department of Public Works, given to the Engineer prior to this contract being entered into, and which may be modified from time to time.

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

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

   a. Schematic Design Phase

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

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

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

b. Design Development Phase

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

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

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

c. Contract Documents Phase

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

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

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

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

d. Drawings

Should the Engineer develop drawings for the tasks under this contract, then the Engineer 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 Engineer shall submit an electronic copy of all drawings in a format approved by DPW. Upon completion of construction of the

project, the Engineer 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 Engineer at no additional cost to the State.

e. Bidding Process

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

2. CONSTRUCTION ADMINISTRATION SERVICES

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

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

a. observe the progress of construction in order to determine whether there appear to be any defects or deficiencies in the construction work or deviations from the drawings and specifications, including variations from the materials specified and the methods of construction authorized. The Engineer shall not be required to guarantee the performance of the general contractor or her/his/its subcontractors;

b. attend job meetings, as required, at which the Engineer shall, on the basis of the Engineer's visitations to the site and observations thereon, report on the progress of the work and make recommendations concerning the same;

c. submit to DPW on the fifteenth and last days of each month, in such form as directed by the State, observation-based reports regarding the progress of the work;

d. review submittals and furnish recommendations to the State concerning material and equipment, and review and report on the general contractor's proposals in connection with changes in the construction contract. These services are to be performed within five (5) calendar days of receipt of such proposals so as not to delay the work;

e. review partial payment requisitions submitted by the general contractor within three (3) working days of the receipt of such submittals;

f. review and comment on shop drawings submitted to her/him/it for review. This service is to be performed within five (5) working days of the receipt of such submittals unless DPW assents to written notification of why this cannot be accomplished;

g. within thirty (30) calendar days after receipt, record on the original final tracings and CAD disks returned to her/him/its after the construction contract award all changes made during the period of construction as furnished and recorded by the general contractor, and, at her/his/its expense, provide reproducible mylars and updated CAD disks to the State that reflect such changes. The mylars and CAD disks shall become the property of the State;

h. fully cooperate with DPW during the progress of the work.

In the event that the time period of the construction contract is exceeded by more than 10% due to no fault of the Engineer, the Engineer shall be paid for any additional services required beyond the 10% construction contract time overrun a reasonable fee to be determined by the Commissioner of DPW, hereinafter called the "Commissioner." The question of fault or no fault on the part of the Engineer shall be determined by the Commissioner.

3. In accordance with State requirements, the Engineer shall perform construction administration on construction projects designed by DPW or other consultants employed by the State.

4. The Engineer shall review drawings and specifications prepared by other consultants employed by the State. Such reviews shall be conducted in accordance with State requirements.

5. The Engineer shall provide the engineering services that might become necessary to supplement the work of DPW personnel.

6. The Engineer shall notify DPW in writing of any materials encountered on any assignments that appear to be asbestos or appear to contain asbestos. It is understood that the Engineer is not an asbestos specialist and that the Engineer's responsibility shall not extend beyond attempting to identify those materials present that may be asbestos or may contain asbestos, and informing DPW when such materials are noted. In those cases where asbestos or asbestos-containing materials are present but are not detected by the Engineer, the Engineer will not be held liable. All work involving the location, encapsulation, removal, disposal, etc., of asbestos or asbestos-containing material will be performed by asbestos abatement and air and/or bulk sampling specialists hired by the State.

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

7. THRESHOLD ENGINEERING SERVICES

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

   a. DESIGN PLAN PHASE

      1. Review the plans, specifications, and structural computations of the structure or addition to be constructed to determine their compliance with the requirements of the State Building Code to the extent necessary to assure the stability and integrity of the primary structural support systems of such structure or addition;

      2. Contact the engineer of record to resolve any disagreements in design; 1/5/10

      3. Submit a written summary to the Department of Public Works. This summary shall document the items reviewed and state a conclusion as to whether the stability and integrity of the primary structural support systems are in conformance with the requirements of the State Building Code. The summary report shall be affixed with the seal of a professional engineer (structural) licensed in the State of Connecticut.

   b. CONSTRUCTION PHASE 1-23-10

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

   c. SUBMISSIONS

      Submit the following:

      1. First Submittal

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

      2. Second Submittal

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

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

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

1/5/10

3. Third Submittal

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

1-25-10

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

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

C. The services specified in Section B shall be performed in accordance with the provisions noted in each task letter prepared by DPW for each project. Each task letter shall detail the scope of the project and shall specify the total "fixed fee" compensation, when applicable, for the aforesaid services. The compensation shall be a reasonable amount determined by the Commissioner. Such letters shall be issued during the time period of this contract set forth in Section D and shall specify a time frame for completion of each project. Each task letter shall reference both a DPW project number and a task number specific to the project. No work shall be performed until the Engineer receives the approved task letter.

D. This contract shall commence with the date this contract was entered into and shall expire on **December 30, 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.

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

F. When approximately 75% of the fee set forth in Section E has been expended, the Engineer shall notify the DPW A/E Contracts Administrator in writing of the amount of work completed to that date under this contract. Said notification shall include an itemization of all fees that have been paid to the Engineer pursuant to the work.

G. If for reasons of incomplete scope, complexity, etc., a fixed fee cannot be determined by the Commissioner, the State shall compensate the Engineer for services rendered under this contract on the basis of pre-approved hourly rates for the personnel assigned to perform the services. The hourly rates shall be determined in accordance with the provisions set forth in the Office of Policy and Management General Letter No. 97-1 dated November 21, 1996, which letter is incorporated herein by reference and made a part hereof as though fully set forth herein. Notwithstanding the preceding sentence, a pre-approved hourly rate shall not exceed a reasonable rate, as determined by the Commissioner, taking into consideration the skills and experience of the person providing the services. When pre-approved hourly rates are applicable, the State shall be responsible for payment for overhead and profit, as set forth in OPM General Letter 97-1. Hourly rate payments shall be made in accordance with the terms and conditions of each task letter. Monthly requests for payment shall be submitted on properly prepared invoice forms with attachments showing actual hours worked, pre-approved hourly rates applied, and any allowable additional direct costs included in the statement. The Engineer shall certify that each amount invoiced is both accurate and commensurate with the work performed for the State under this contract. The State reserves the right to periodically audit the Engineer's financial records. It is specifically understood that these pre-approved hourly rate payments shall only apply for the period of time that the person is actually employed on projects assigned under this contract.

H. The Engineer shall not be reimbursed for per diem expenses or travel expenses.

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

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

K. If, in the opinion of the State, any special technical service is required which is not usually furnished in engineering practice and which is not included in this contract, either expressed or implied by the nature of the work, then the State shall, in writing, authorize the service and the related cost. The Engineer's selection of the consultant retained in connection therewith is to be submitted for approval.

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

L. Should the Engineer personally wish to perform special services as described in Sections J and K, the Engineer shall submit to the State a written quotation of the cost of so performing such services. The quotation shall not include, nor shall the Engineer be paid for, an additional percentage of the cost for overhead and profit. In addition, the Engineer shall arrange to have at least three (3) independent outside sources submit written quotations for the work directly to the State in sealed envelopes. The State shall decide whether to allow the Engineer to perform the work with the Engineer's own forces based on the Engineer's quotation, and shall notify the Engineer accordingly.

M. If at any time during the term of any project assigned under this contract the State should require the Engineer to make any substantial change in the size or scope of the work or require any substantial change in plan, design, or specification which shall necessitate the preparation by the Engineer of additional sketches, drawings, or other documents, or the making of substantial changes in any other document already approved, or upon which substantial work had been done pursuant to instruction to proceed, then, and in such event, the Engineer shall prepare the additional documents and make changes as required and shall be entitled to reasonable compensation therefor. The Commissioner shall determine the amount of such compensation and the manner of payment thereof. If the State should require any such substantial changes and if these should result in a change in the amount of the total construction budget for the project, said amount shall be considered changed to an amount determined by the Commissioner.

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

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

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

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

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

P. Indemnification.

a. The Engineer 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 Engineer or Engineer 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 Engineer shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Engineer'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 Engineer shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Engineer or any Engineer Parties. The State shall give the Engineer reasonable notice of any such Claims.

c. The Engineer'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 Engineer 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. The Engineer shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the gross negligence or willful and wanton misconduct of the State, or any other person or entity acting under the direct control or supervision of the State.

d. The Department of Public Works shall be entitled to recover under the Engineer'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 asserted or brought by third parties, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

Engineer Parties: An Engineer'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 Engineer is in privity of oral or written contract and the Engineer 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 Engineer 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.

Q. INSURANCE

The Engineer for the duration of this contract, including any extension of the original contract term, must carry

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

1. Statutory Workers' Compensation and Employers' Liability:

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

2. Commercial General Liability:

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

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

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

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

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

R. SUSPENSION OF THE WORK

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

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

3. Should the State reactivate any assigned work covered by this contract, in whole or in part, within one year from the time the work was suspended, any fees paid to the Engineer pursuant to this contract shall be applied as payment on the fees for the work as set forth in this contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year, the Engineer and the State may renegotiate the fees for the work based on current conditions or either may unilaterally elect to terminate the remaining work.

4. In the event the State decides to suspend any work under this contract, the State shall become entitled, after payment of outstanding fees, to all finished and unfinished documents prepared pursuant to this contract.

5. If the Engineer should be unwilling or unable to perform the services required by this contract at the time the State desires to reactivate the work after a period of suspension, then all finished or unfinished documents prepared pursuant to this contract shall become the property of the State and the State shall have the right to immediate possession and use thereof.

S. TERMINATION OF CONTRACT

1. Notwithstanding any provisions or language in this contract to the contrary, the Commissioner may terminate the contract whenever he determines in his sole discretion that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Engineer of a written notice of termination. The notice of termination shall be sent by registered or certified mail to the Engineer's address as furnished to the State for purposes of correspondence, or by hand delivery. Upon receipt of such notice, the Engineer shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Engineer in performing her/his/its duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State.

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

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

4. If after notice of termination for failure of the Engineer to fulfill her/his/its contract obligations it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the State. In such event, the Engineer shall be entitled to reasonable compensation as provided in Paragraph 2 of this section.

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

T. If the Engineer is a sole proprietor and the Engineer should die during the term of this contract, this contract shall be considered terminated. In the event of such termination, the Engineer's estate shall be entitled to a reasonable payment for any uncompensated work performed to the date of death, and the State shall have title to, and shall have the right to immediate use and possession of, all finished and unfinished documents prepared under this contract. The Commissioner shall determine the amount of such payment.

U. CONFIDENTIALITY OF DOCUMENTS

1. The Engineer agrees on behalf of the Engineer and the Engineer's principals, employees, agents, heirs, successors and assigns that they shall only utilize drawings, specifications, maps, reports, records or other documents to the extent necessary for the performance of the Engineer's work and duties under this contract. This limitation on use applies to those items produced by the Engineer, as well as to those items received by the Engineer from the Department of Public Works or others in connection with the Engineer's work and duties under this contract.

2. The Engineer further agrees that said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract. No other disclosure shall be permitted without the prior written consent of the Department of Public Works.

3. The Engineer further agrees that the following provision will be included in its contracts with sub-consultants:

> Any and all drawings, specifications, maps, reports, records or other documents associated with the contract work shall only be utilized to the extent necessary for the performance of

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

V. NON-DISCRIMINATION. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Engineer.

(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).

W. 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.

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

Y. 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."

Z. LARGE STATE GOVERNMENT CONTRACTS

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

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

AA. ANNUAL CERTIFICATION

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

BB. 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.

CC. APPROVAL OF THE STATE PROPERTIES REVIEW BOARD

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

DD. 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}.

EE. SOVEREIGN IMMUNITY

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

FF. APPROVAL OF THE ATTORNEY GENERAL'S OFFICE

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

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

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

(b) The Engineer 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, Engineer's, and, in the case of each subcontract, the applicable subcontractor's, performance hereunder. The Engineer 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 Engineer'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 Engineer 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 Engineer'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 Engineer at least twenty-four (24) hours notice of any intended inspections or examinations.

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

(e) The Engineer 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 Engineer 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 Engineer 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 Engineer have executed this contract.

Attested by:

Holly J. Hart
Witness Holly J. Hart

Diane M. Chase
Witness Diane M. Chase

State of Connecticut

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

Date signed: January 25, 2010

Attested by:

Rosemarie D Lauser
Witness

Timothy J Ade
Witness

Desman, Inc.

By: [signature]
Its Associate Vice President, Duly Authorized

Date signed: 1/5/10

Approved as to form:

[signature]
ASSOC. ATTY. GENERAL Attorney General

Date signed: 2/18/10

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

(e) The Engineer 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 Engineer 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 Engineer 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 Engineer 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:

Witness Rosemarie DeRousse

Witness Timothy J. Andre

Desman, Inc.

By: _____

Its Associate Vice President, Duly Authorized

Date signed: 1/5/10

Norman L. Goldman

SAVE FOR PRINTED NAMES

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

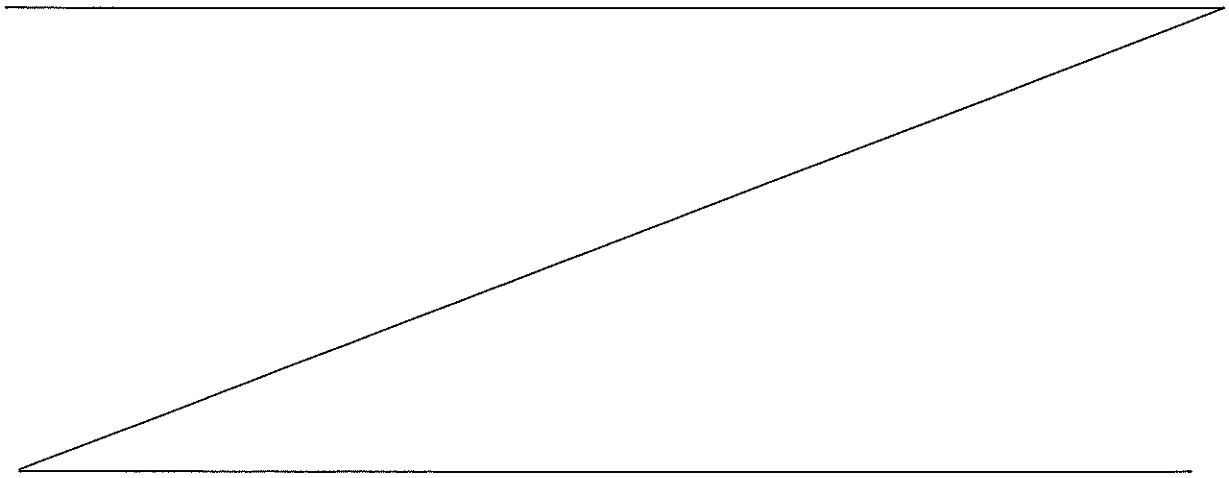
Sexual harassment is a particular type of sex discrimination. Like all sexual discrimination, it is illegal. It violates high standards of honesty, integrity, impartiality and conduct required of all sections of the Department of Public Works. It also interferes with and impedes work productivity.

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

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



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.

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS

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

CONTRACT NUMBER: OC-DPW-VEH-0013

This contract is entered into this 21st day of December, 2009, by and between

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

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

WITNESSETH

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

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

Whereas the Engineer is desirous of performing such work;

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

A. For each specific project assigned under this contract, the Engineer shall furnish a project manager, architects, engineers, and other personnel to do work when directed as hereinafter provided. For all such projects, the Engineer agrees to follow the applicable provisions set forth in the manual entitled "Consultants Procedure Manual" dated October 2008, and prepared by the State of Connecticut, Department of Public Works, given to the Engineer prior to this contract being entered into, and which may be modified from time to time.

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

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

   a. Schematic Design Phase

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

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

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

b. Design Development Phase

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

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

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

c. Contract Documents Phase

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

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

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

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

d. Drawings

Should the Engineer develop drawings for the tasks under this contract, then the Engineer 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 Engineer shall submit an electronic copy of all drawings in a format approved by DPW. Upon completion of construction of the

project, the Engineer 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 Engineer at no additional cost to the State.

e. Bidding Process

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

2. CONSTRUCTION ADMINISTRATION SERVICES

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

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

a. observe the progress of construction in order to determine whether there appear to be any defects or deficiencies in the construction work or deviations from the drawings and specifications, including variations from the materials specified and the methods of construction authorized. The Engineer shall not be required to guarantee the performance of the general contractor or her/his/its subcontractors;

b. attend job meetings, as required, at which the Engineer shall, on the basis of the Engineer's visitations to the site and observations thereon, report on the progress of the work and make recommendations concerning the same;

c. submit to DPW on the fifteenth and last days of each month, in such form as directed by the State, observation-based reports regarding the progress of the work;

d. review submittals and furnish recommendations to the State concerning material and equipment, and review and report on the general contractor's proposals in connection with changes in the construction contract. These services are to be performed within five (5) calendar days of receipt of such proposals so as not to delay the work;

e. review partial payment requisitions submitted by the general contractor within three (3) working days of the receipt of such submittals;

f. review and comment on shop drawings submitted to her/him/it for review. This service is to be performed within five (5) working days of the receipt of such submittals unless DPW assents to written notification of why this cannot be accomplished;

g. within thirty (30) calendar days after receipt, record on the original final tracings and CAD disks returned to her/him/its after the construction contract award all changes made during the period of construction as furnished and recorded by the general contractor, and, at her/his/its expense, provide reproducible mylars and updated CAD disks to the State that reflect such changes. The mylars and CAD disks shall become the property of the State;

h. fully cooperate with DPW during the progress of the work.

In the event that the time period of the construction contract is exceeded by more than 10% due to no fault of the Engineer, the Engineer shall be paid for any additional services required beyond the 10% construction contract time overrun a reasonable fee to be determined by the Commissioner of DPW, hereinafter called the "Commissioner." The question of fault or no fault on the part of the Engineer shall be determined by the Commissioner.

3. In accordance with State requirements, the Engineer shall perform construction administration on construction projects designed by DPW or other consultants employed by the State.

4. The Engineer shall review drawings and specifications prepared by other consultants employed by the State. Such reviews shall be conducted in accordance with State requirements.

5. The Engineer shall provide the engineering services that might become necessary to supplement the work of DPW personnel.

6. The Engineer shall notify DPW in writing of any materials encountered on any assignments that appear to be asbestos or appear to contain asbestos. It is understood that the Engineer is not an asbestos specialist and that the Engineer's responsibility shall not extend beyond attempting to identify those materials present that may be asbestos or may contain asbestos, and informing DPW when such materials are noted. In those cases where asbestos or asbestos-containing materials are present but are not detected by the Engineer, the Engineer will not be held liable. All work involving the location, encapsulation, removal, disposal, etc., of asbestos or asbestos-containing material will be performed by asbestos abatement and air and/or bulk sampling specialists hired by the State.

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

7. THRESHOLD ENGINEERING SERVICES

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

   a. DESIGN PLAN PHASE

      1. Review the plans, specifications, and structural computations of the structure or addition to be constructed to determine their compliance with the requirements of the State Building Code to the extent necessary to assure the stability and integrity of the primary structural support systems of such structure or addition;

      2. Contact the engineer of record to resolve any disagreements in design;

      3. Submit a written summary to the Department of Public Works. This summary shall document the items reviewed and state a conclusion as to whether the stability and integrity of the primary structural support systems are in conformance with the requirements of the State Building Code. The summary report shall be affixed with the seal of a professional engineer (structural) licensed in the State of Connecticut.

   b. CONSTRUCTION PHASE

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

   c. SUBMISSIONS

      Submit the following:

      1. First Submittal

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

      2. Second Submittal

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

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

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

3. Third Submittal

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

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

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

C. The services specified in Section B shall be performed in accordance with the provisions noted in each task letter prepared by DPW for each project. Each task letter shall detail the scope of the project and shall specify the total "fixed fee" compensation, when applicable, for the aforesaid services. The compensation shall be a reasonable amount determined by the Commissioner. Such letters shall be issued during the time period of this contract set forth in Section D and shall specify a time frame for completion of each project. Each task letter shall reference both a DPW project number and a task number specific to the project. No work shall be performed until the Engineer receives the approved task letter.

D. This contract shall commence with the date this contract was entered into and shall expire on **December 30, 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.

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

F. When approximately 75% of the fee set forth in Section E has been expended, the Engineer shall notify the DPW A/E Contracts Administrator in writing of the amount of work completed to that date under this contract. Said notification shall include an itemization of all fees that have been paid to the Engineer pursuant to the work.

G. If for reasons of incomplete scope, complexity, etc., a fixed fee cannot be determined by the Commissioner, the State shall compensate the Engineer for services rendered under this contract on the basis of pre-approved hourly rates for the personnel assigned to perform the services. The hourly rates shall be determined in accordance with the provisions set forth in the Office of Policy and Management General Letter No. 97-1 dated November 21, 1996, which letter is incorporated herein by reference and made a part hereof as though fully set forth herein. Notwithstanding the preceding sentence, a pre-approved hourly rate shall not exceed a reasonable rate, as determined by the Commissioner, taking into consideration the skills and experience of the person providing the services. When pre-approved hourly rates are applicable, the State shall be responsible for payment for overhead and profit, as set forth in OPM General Letter 97-1. Hourly rate payments shall be made in accordance with the terms and conditions of each task letter. Monthly requests for payment shall be submitted on properly prepared invoice forms with attachments showing actual hours worked, pre-approved hourly rates applied, and any allowable additional direct costs included in the statement. The Engineer shall certify that each amount invoiced is both accurate and commensurate with the work performed for the State under this contract. The State reserves the right to periodically audit the Engineer's financial records. It is specifically understood that these pre-approved hourly rate payments shall only apply for the period of time that the person is actually employed on projects assigned under this contract.

H. The Engineer shall not be reimbursed for per diem expenses or travel expenses.

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

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

K. If, in the opinion of the State, any special technical service is required which is not usually furnished in engineering practice and which is not included in this contract, either expressed or implied by the nature of the work, then the State shall, in writing, authorize the service and the related cost. The Engineer's selection of the consultant retained in connection therewith is to be submitted for approval.

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

L. Should the Engineer personally wish to perform special services as described in Sections J and K, the Engineer shall submit to the State a written quotation of the cost of so performing such services. The quotation shall not include, nor shall the Engineer be paid for, an additional percentage of the cost for overhead and profit. In addition, the Engineer shall arrange to have at least three (3) independent outside sources submit written quotations for the work directly to the State in sealed envelopes. The State shall decide whether to allow the Engineer to perform the work with the Engineer's own forces based on the Engineer's quotation, and shall notify the Engineer accordingly.

M. If at any time during the term of any project assigned under this contract the State should require the Engineer to make any substantial change in the size or scope of the work or require any substantial change in plan, design, or specification which shall necessitate the preparation by the Engineer of additional sketches, drawings, or other documents, or the making of substantial changes in any other document already approved, or upon which substantial work had been done pursuant to instruction to proceed, then, and in such event, the Engineer shall prepare the additional documents and make changes as required and shall be entitled to reasonable compensation therefor. The Commissioner shall determine the amount of such compensation and the manner of payment thereof. If the State should require any such substantial changes and if these should result in a change in the amount of the total construction budget for the project, said amount shall be considered changed to an amount determined by the Commissioner.

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

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

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

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

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

P. Indemnification.

a. The Engineer 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 Engineer or Engineer 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 Engineer shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Engineer'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 Engineer shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Engineer or any Engineer Parties. The State shall give the Engineer reasonable notice of any such Claims.

c. The Engineer'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 Engineer 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 Engineer'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.

Engineer Parties: An Engineer'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 Engineer is in privity of oral or written contract and the Engineer 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 Engineer 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.

Q. INSURANCE

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

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

2. Commercial General Liability:
   Combined single limit: $1,000,000 each occurrence
   $2,000,000 annual aggregate

3. Comprehensive Automobile Liability
   (to include owned, non-owned, and hired vehicles):
   Combined single limit $1,000,000 each occurrence
   $1,000,000 annual aggregate

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

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

R. SUSPENSION OF THE WORK

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

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

3. Should the State reactivate any assigned work covered by this contract, in whole or in part, within one year from the time the work was suspended, any fees paid to the Engineer pursuant to this contract shall be applied as payment on the fees for the work as set forth in this contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year, the Engineer and the State may renegotiate the fees for the work based on current conditions or either may unilaterally elect to terminate the remaining work.

4. In the event the State decides to suspend any work under this contract, the State shall become entitled, after payment of outstanding fees, to all finished and unfinished documents prepared pursuant to this contract.

5. If the Engineer should be unwilling or unable to perform the services required by this contract at the time the

State desires to reactivate the work after a period of suspension, then all finished or unfinished documents prepared pursuant to this contract shall become the property of the State and the State shall have the right to immediate possession and use thereof.

S. TERMINATION OF CONTRACT

1. Notwithstanding any provisions or language in this contract to the contrary, the Commissioner may terminate the contract whenever he determines in his sole discretion that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Engineer of a written notice of termination. The notice of termination shall be sent by registered or certified mail to the Engineer's address as furnished to the State for purposes of correspondence, or by hand delivery. Upon receipt of such notice, the Engineer shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Engineer in performing her/his/its duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State.

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

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

4. If after notice of termination for failure of the Engineer to fulfill her/his/its contract obligations it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the State. In such event, the Engineer shall be entitled to reasonable compensation as provided in Paragraph 2 of this section.

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

T. If the Engineer is a sole proprietor and the Engineer should die during the term of this contract, this contract shall be considered terminated. In the event of such termination, the Engineer's estate shall be entitled to a reasonable payment for any uncompensated work performed to the date of death, and the State shall have title to, and shall have the right to immediate use and possession of, all finished and unfinished documents prepared under this contract. The Commissioner shall determine the amount of such payment.

U. CONFIDENTIALITY OF DOCUMENTS

1. The Engineer agrees on behalf of the Engineer and the Engineer's principals, employees, agents, heirs, successors and assigns that they shall only utilize drawings, specifications, maps, reports, records or other documents to the extent necessary for the performance of the Engineer's work and duties under this contract. This limitation on use applies to those items produced by the Engineer, as well as to those items received by the Engineer from the Department of Public Works or others in connection with the Engineer's work and duties under this contract.

2. The Engineer further agrees that said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract. No other disclosure shall be permitted without the prior written consent of the Department of Public Works.

3. The Engineer further agrees that the following provision will be included in its contracts with sub-consultants:

> Any and all drawings, specifications, maps, reports, records or other documents associated with the contract work shall only be utilized to the extent necessary for the performance of the work and duties under this contract. Said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract. No other disclosure shall be

permitted without the prior written consent of the Department of Public Works. When any such drawings, specifications, maps, reports, records or other documents are no longer needed, they shall be destroyed.

V. NON-DISCRIMINATION. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Engineer.

(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).

W. 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.

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

Y. 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."

Z. LARGE STATE GOVERNMENT CONTRACTS

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

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

AA. ANNUAL CERTIFICATION

If the aggregate value of this contract is $50,000.00 or more, including all amendments and/or commission letters, then the Engineer shall annually submit, on or within two (2) weeks of the anniversary date of the execution of this contract, a completed annual contract certification to Room 437, 165 Capitol Avenue, Hartford,

CT 06106, to the attention of the Contracts Secretary. For the purposes of this section, the execution date of the contract shall be the date the Commissioner of DPW signs the contract.

BB. 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.

CC. APPROVAL OF THE STATE PROPERTIES REVIEW BOARD

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

DD. 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}.

EE. SOVEREIGN IMMUNITY

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

FF. APPROVAL OF THE ATTORNEY GENERAL'S OFFICE

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

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

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

(b) The Engineer 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, Engineer's, and, in the case of each subcontract, the applicable subcontractor's, performance hereunder. The Engineer 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 Engineer'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 Engineer 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 Engineer'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 Engineer at least twenty-four (24) hours notice of any intended inspections or examinations.

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

(e) The Engineer 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 Engineer 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 Engineer 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 Engineer have executed this contract.

Attested by:

Witness Holly J. Hart
Holly J. Hart

Witness Diane M. Chace
Diane M. Chace

State of Connecticut

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

Date signed: December 21, 2009

Attested by:

Witness James M. Lynch
James M. Lynch

Witness Deborah J. Erickson
Deborah J. Erickson

James P. Purcell Associates, Inc.

By: Walter E. Dorr, Jr.

Its PRESIDENT, Duly Authorized

Date signed: 13 Nov 09

Approved as to form:

Assistant Attorney General

Date signed: 1/6/2010

(e) The Engineer 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 Engineer 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 Engineer 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 Engineer 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:

James M Lynch
Witness JAMES M. LYNCH

Deborah J. Erickson
Witness Deborah J. Erickson

James P. Purcell Associates, Inc.

By: Walter E. Divers Jr.
WALTER E. DIVERS, JR.
Its PRESIDENT, Duly Authorized

Date signed: 13 Nov 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

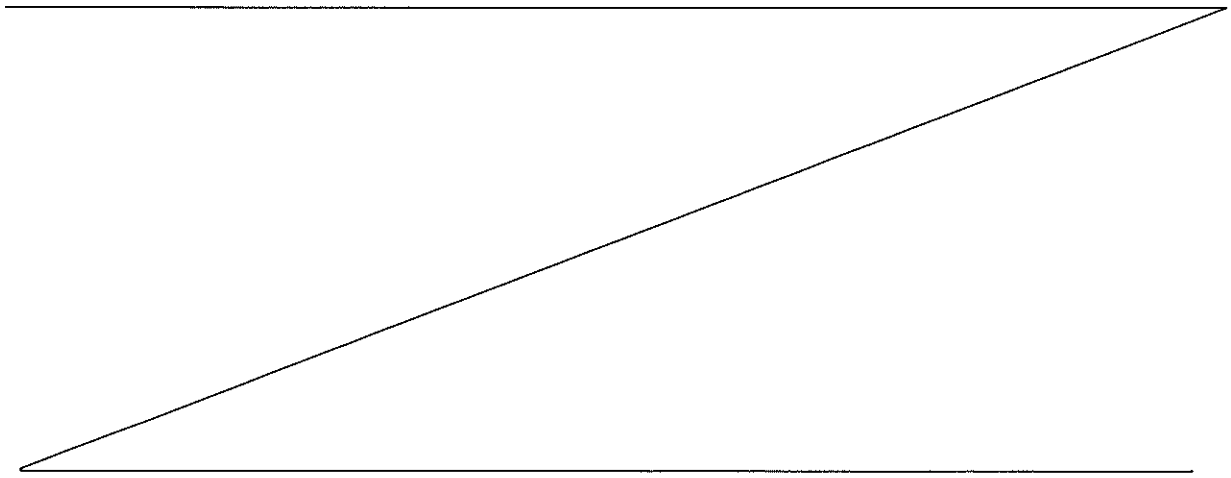
Sexual harassment is a particular type of sex discrimination. Like all sexual discrimination, it is illegal. It violates high standards of honesty, integrity, impartiality and conduct required of all sections of the Department of Public Works. It also interferes with and impedes work productivity.

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

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



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

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS

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

CONTRACT NUMBER: OC-DPW-VEH-0016

This contract is entered into this 2nd day of December, 2009, by and between

Walker Parking Consultants/Engineers, Inc.
20 Park Plaza, Suite 1202
Boston, MA 02116

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

WITNESSETH

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

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

Whereas the Engineer is desirous of performing such work;

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

A. For each specific project assigned under this contract, the Engineer shall furnish a project manager, architects, engineers, and other personnel to do work when directed as hereinafter provided. For all such projects, the Engineer agrees to follow the applicable provisions set forth in the manual entitled "Consultants Procedure Manual" dated October 2008, and prepared by the State of Connecticut, Department of Public Works, given to the Engineer prior to this contract being entered into, and which may be modified from time to time.

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

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

   a. Schematic Design Phase

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

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

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

b. Design Development Phase

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

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

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

c. Contract Documents Phase

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

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

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

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

d. Drawings

Should the Engineer develop drawings for the tasks under this contract, then the Engineer 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 Engineer shall submit an electronic copy of all drawings in a format approved by DPW. Upon completion of construction of the

project, the Engineer 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 Engineer at no additional cost to the State.

e. Bidding Process

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

2. CONSTRUCTION ADMINISTRATION SERVICES

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

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

a. observe the progress of construction in order to determine whether there appear to be any defects or deficiencies in the construction work or deviations from the drawings and specifications, including variations from the materials specified and the methods of construction authorized. The Engineer shall not be required to guarantee the performance of the general contractor or her/his/its subcontractors;

b. attend job meetings, as required, at which the Engineer shall, on the basis of the Engineer's visitations to the site and observations thereon, report on the progress of the work and make recommendations concerning the same;

c. submit to DPW on the fifteenth and last days of each month, in such form as directed by the State, observation-based reports regarding the progress of the work;

d. review submittals and furnish recommendations to the State concerning material and equipment, and review and report on the general contractor's proposals in connection with changes in the construction contract. These services are to be performed within five (5) calendar days of receipt of such proposals so as not to delay the work;

e. review partial payment requisitions submitted by the general contractor within three (3) working days of the receipt of such submittals;

f. review and comment on shop drawings submitted to her/him/it for review. This service is to be performed within five (5) working days of the receipt of such submittals unless DPW assents to written notification of why this cannot be accomplished;

g. within thirty (30) calendar days after receipt, record on the original final tracings and CAD disks returned to her/him/its after the construction contract award all changes made during the period of construction as furnished and recorded by the general contractor, and, at her/his/its expense, provide reproducible mylars and updated CAD disks to the State that reflect such changes. The mylars and CAD disks shall become the property of the State;

h. fully cooperate with DPW during the progress of the work.

In the event that the time period of the construction contract is exceeded by more than 10% due to no fault of the Engineer, the Engineer shall be paid for any additional services required beyond the 10% construction contract time overrun a reasonable fee to be determined by the Commissioner of DPW, hereinafter called the "Commissioner." The question of fault or no fault on the part of the Engineer shall be determined by the Commissioner.

3. In accordance with State requirements, the Engineer shall perform construction administration on construction projects designed by DPW or other consultants employed by the State.

4. The Engineer shall review drawings and specifications prepared by other consultants employed by the State. Such reviews shall be conducted in accordance with State requirements.

5. The Engineer shall provide the engineering services that might become necessary to supplement the work of DPW personnel.

6. The Engineer shall notify DPW in writing of any materials encountered on any assignments that appear to be asbestos or appear to contain asbestos. It is understood that the Engineer is not an asbestos specialist and that the Engineer's responsibility shall not extend beyond attempting to identify those materials present that may be asbestos or may contain asbestos, and informing DPW when such materials are noted. In those cases where asbestos or asbestos-containing materials are present but are not detected by the Engineer, the Engineer will not be held liable. All work involving the location, encapsulation, removal, disposal, etc., of asbestos or asbestos-containing material will be performed by asbestos abatement and air and/or bulk sampling specialists hired by the State.

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

7. THRESHOLD ENGINEERING SERVICES

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

   a. DESIGN PLAN PHASE

      1. Review the plans, specifications, and structural computations of the structure or addition to be constructed to determine their compliance with the requirements of the State Building Code to the extent necessary to assure the stability and integrity of the primary structural support systems of such structure or addition;

      2. Contact the engineer of record to resolve any disagreements in design;

      3. Submit a written summary to the Department of Public Works. This summary shall document the items reviewed and state a conclusion as to whether the stability and integrity of the primary structural support systems are in conformance with the requirements of the State Building Code. The summary report shall be affixed with the seal of a professional engineer (structural) licensed in the State of Connecticut.

   b. CONSTRUCTION PHASE

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

   c. SUBMISSIONS

      Submit the following:

      1. First Submittal

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

      2. Second Submittal

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

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

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

3. Third Submittal

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

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

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

C. The services specified in Section B shall be performed in accordance with the provisions noted in each task letter prepared by DPW for each project. Each task letter shall detail the scope of the project and shall specify the total "fixed fee" compensation, when applicable, for the aforesaid services. The compensation shall be a reasonable amount determined by the Commissioner. Such letters shall be issued during the time period of this contract set forth in Section D and shall specify a time frame for completion of each project. Each task letter shall reference both a DPW project number and a task number specific to the project. No work shall be performed until the Engineer receives the approved task letter.

D. This contract shall commence with the date this contract was entered into and shall expire on **December 30, 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.

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

F. When approximately 75% of the fee set forth in Section E has been expended, the Engineer shall notify the DPW A/E Contracts Administrator in writing of the amount of work completed to that date under this contract. Said notification shall include an itemization of all fees that have been paid to the Engineer pursuant to the work.

G. If for reasons of incomplete scope, complexity, etc., a fixed fee cannot be determined by the Commissioner, the State shall compensate the Engineer for services rendered under this contract on the basis of pre-approved hourly rates for the personnel assigned to perform the services. The hourly rates shall be determined in accordance with the provisions set forth in the Office of Policy and Management General Letter No. 97-1 dated November 21, 1996, which letter is incorporated herein by reference and made a part hereof as though fully set forth herein. Notwithstanding the preceding sentence, a pre-approved hourly rate shall not exceed a reasonable rate, as determined by the Commissioner, taking into consideration the skills and experience of the person providing the services. When pre-approved hourly rates are applicable, the State shall be responsible for payment for overhead and profit, as set forth in OPM General Letter 97-1. Hourly rate payments shall be made in accordance with the terms and conditions of each task letter. Monthly requests for payment shall be submitted on properly prepared invoice forms with attachments showing actual hours worked, pre-approved hourly rates applied, and any allowable additional direct costs included in the statement. The Engineer shall certify that each amount invoiced is both accurate and commensurate with the work performed for the State under this contract. The State reserves the right to periodically audit the Engineer's financial records. It is specifically understood that these pre-approved hourly rate payments shall only apply for the period of time that the person is actually employed on projects assigned under this contract.

H. The Engineer shall not be reimbursed for per diem expenses or travel expenses.

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

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

K. If, in the opinion of the State, any special technical service is required which is not usually furnished in engineering practice and which is not included in this contract, either expressed or implied by the nature of the work, then the State shall, in writing, authorize the service and the related cost. The Engineer's selection of the consultant retained in connection therewith is to be submitted for approval.

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

L. Should the Engineer personally wish to perform special services as described in Sections J and K, the Engineer shall submit to the State a written quotation of the cost of so performing such services. The quotation shall not include, nor shall the Engineer be paid for, an additional percentage of the cost for overhead and profit. In addition, the Engineer shall arrange to have at least three (3) independent outside sources submit written quotations for the work directly to the State in sealed envelopes. The State shall decide whether to allow the Engineer to perform the work with the Engineer's own forces based on the Engineer's quotation, and shall notify the Engineer accordingly.

M. If at any time during the term of any project assigned under this contract the State should require the Engineer to make any substantial change in the size or scope of the work or require any substantial change in plan, design, or specification which shall necessitate the preparation by the Engineer of additional sketches, drawings, or other documents, or the making of substantial changes in any other document already approved, or upon which substantial work had been done pursuant to instruction to proceed, then, and in such event, the Engineer shall prepare the additional documents and make changes as required and shall be entitled to reasonable compensation therefor. The Commissioner shall determine the amount of such compensation and the manner of payment thereof. If the State should require any such substantial changes and if these should result in a change in the amount of the total construction budget for the project, said amount shall be considered changed to an amount determined by the Commissioner.

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

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

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

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

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

P. Indemnification.

a. The Engineer 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 Engineer or Engineer 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 Engineer shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Engineer'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 Engineer shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Engineer or any Engineer Parties. The State shall give the Engineer reasonable notice of any such Claims.

c. The Engineer'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 Engineer 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 Engineer'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.

Engineer Parties: An Engineer'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 Engineer is in privity of oral or written contract and the Engineer 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 Engineer 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.

Q. INSURANCE

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

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

2. Commercial General Liability:
   Combined single limit: $1,000,000 each occurrence
   $2,000,000 annual aggregate

3. Comprehensive Automobile Liability
   (to include owned, non-owned, and hired vehicles):
   Combined single limit $1,000,000 each occurrence
   $1,000,000 annual aggregate

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

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

R. SUSPENSION OF THE WORK

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

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

3. Should the State reactivate any assigned work covered by this contract, in whole or in part, within one year from the time the work was suspended, any fees paid to the Engineer pursuant to this contract shall be applied as payment on the fees for the work as set forth in this contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year, the Engineer and the State may renegotiate the fees for the work based on current conditions or either may unilaterally elect to terminate the remaining work.

4. In the event the State decides to suspend any work under this contract, the State shall become entitled, after payment of outstanding fees, to all finished and unfinished documents prepared pursuant to this contract.

5. If the Engineer should be unwilling or unable to perform the services required by this contract at the time the

State desires to reactivate the work after a period of suspension, then all finished or unfinished documents prepared pursuant to this contract shall become the property of the State and the State shall have the right to immediate possession and use thereof.

S. TERMINATION OF CONTRACT

1. Notwithstanding any provisions or language in this contract to the contrary, the Commissioner may terminate the contract whenever he determines in his sole discretion that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Engineer of a written notice of termination. The notice of termination shall be sent by registered or certified mail to the Engineer's address as furnished to the State for purposes of correspondence, or by hand delivery. Upon receipt of such notice, the Engineer shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Engineer in performing her/his/its duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State.

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

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

4. If after notice of termination for failure of the Engineer to fulfill her/his/its contract obligations it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the State. In such event, the Engineer shall be entitled to reasonable compensation as provided in Paragraph 2 of this section.

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

T. If the Engineer is a sole proprietor and the Engineer should die during the term of this contract, this contract shall be considered terminated. In the event of such termination, the Engineer's estate shall be entitled to a reasonable payment for any uncompensated work performed to the date of death, and the State shall have title to, and shall have the right to immediate use and possession of, all finished and unfinished documents prepared under this contract. The Commissioner shall determine the amount of such payment.

U. CONFIDENTIALITY OF DOCUMENTS

1. The Engineer agrees on behalf of the Engineer and the Engineer's principals, employees, agents, heirs, successors and assigns that they shall only utilize drawings, specifications, maps, reports, records or other documents to the extent necessary for the performance of the Engineer's work and duties under this contract. This limitation on use applies to those items produced by the Engineer, as well as to those items received by the Engineer from the Department of Public Works or others in connection with the Engineer's work and duties under this contract.

2. The Engineer further agrees that said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract. No other disclosure shall be permitted without the prior written consent of the Department of Public Works.

3. The Engineer further agrees that the following provision will be included in its contracts with sub-consultants:

> Any and all drawings, specifications, maps, reports, records or other documents associated with the contract work shall only be utilized to the extent necessary for the performance of the work and duties under this contract. Said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract. No other disclosure shall be

permitted without the prior written consent of the Department of Public Works. When any such drawings, specifications, maps, reports, records or other documents are no longer needed, they shall be destroyed.

V. NON-DISCRIMINATION. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Engineer.

(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).

W. 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.

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

Y. 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."

Z. LARGE STATE GOVERNMENT CONTRACTS

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

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

AA. ANNUAL CERTIFICATION

If the aggregate value of this contract is $50,000.00 or more, including all amendments and/or commission letters, then the Engineer shall annually submit, on or within two (2) weeks of the anniversary date of the execution of this contract, a completed annual contract certification to Room 437, 165 Capitol Avenue, Hartford,

CT 06106, to the attention of the Contracts Secretary. For the purposes of this section, the execution date of the contract shall be the date the Commissioner of DPW signs the contract.

BB. 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.

CC. APPROVAL OF THE STATE PROPERTIES REVIEW BOARD

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

DD. 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}.

EE. SOVEREIGN IMMUNITY

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

FF. APPROVAL OF THE ATTORNEY GENERAL'S OFFICE

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

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

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

(b) The Engineer 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, Engineer's, and, in the case of each subcontract, the applicable subcontractor's, performance hereunder. The Engineer 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 Engineer'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 Engineer 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 Engineer'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 Engineer at least twenty-four (24) hours notice of any intended inspections or examinations.

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

(e) The Engineer 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 Engineer 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 Engineer 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 Engineer 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: December 2, 2009

Attested by:

Beverly A Rousseau
Witness Beverly A Rousseau

Kaizar A Kotton
Witness Kaizar A Kotton

Walker Parking Consultants/Engineers, Inc.

By: Arthur G Stadia
Arthur G Stadia
Its Vice President, Duly Authorized

Date signed: 11-17-2009

Approved as to form:

ASSOC. ATTY. GENERAL
Attorney General

Date signed: 12/15/09

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

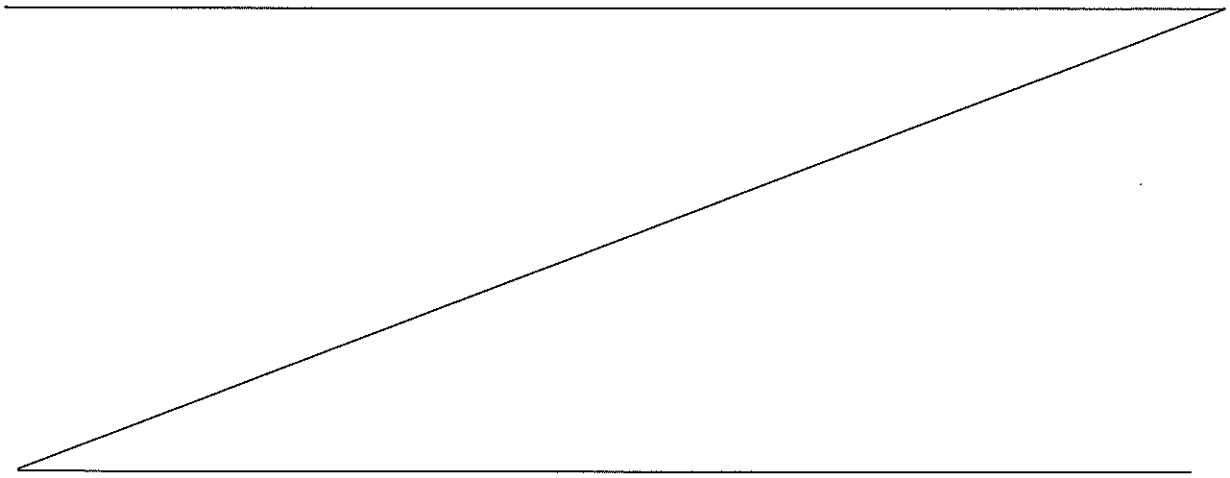
Sexual harassment is a particular type of sex discrimination. Like all sexual discrimination, it is illegal. It violates high standards of honesty, integrity, impartiality and conduct required of all sections of the Department of Public Works. It also interferes with and impedes work productivity.

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

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



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.

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS

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

CONTRACT NUMBER: OC-DPW-VEH-0015

This contract is entered into this 24th day of November, 2009, by and between

Macchi Engineers LLC
44 Gillett Street
Hartford, CT 06105

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

WITNESSETH

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

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

Whereas the Engineer is desirous of performing such work;

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

A. For each specific project assigned under this contract, the Engineer shall furnish a project manager, architects, engineers, and other personnel to do work when directed as hereinafter provided. For all such projects, the Engineer agrees to follow the applicable provisions set forth in the manual entitled "Consultants Procedure Manual" dated October 2008, and prepared by the State of Connecticut, Department of Public Works, given to the Engineer prior to this contract being entered into, and which may be modified from time to time.

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

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

   a. Schematic Design Phase

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

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

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

b. Design Development Phase

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

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

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

c. Contract Documents Phase

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

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

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

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

d. Drawings

Should the Engineer develop drawings for the tasks under this contract, then the Engineer 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 Engineer shall submit an electronic copy of all drawings in a format approved by DPW. Upon completion of construction of the

project, the Engineer 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 Engineer at no additional cost to the State.

e. Bidding Process

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

2. CONSTRUCTION ADMINISTRATION SERVICES

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

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

a. observe the progress of construction in order to determine whether there appear to be any defects or deficiencies in the construction work or deviations from the drawings and specifications, including variations from the materials specified and the methods of construction authorized. The Engineer shall not be required to guarantee the performance of the general contractor or her/his/its subcontractors;

b. attend job meetings, as required, at which the Engineer shall, on the basis of the Engineer's visitations to the site and observations thereon, report on the progress of the work and make recommendations concerning the same;

c. submit to DPW on the fifteenth and last days of each month, in such form as directed by the State, observation-based reports regarding the progress of the work;

d. review submittals and furnish recommendations to the State concerning material and equipment, and review and report on the general contractor's proposals in connection with changes in the construction contract. These services are to be performed within five (5) calendar days of receipt of such proposals so as not to delay the work;

e. review partial payment requisitions submitted by the general contractor within three (3) working days of the receipt of such submittals;

f. review and comment on shop drawings submitted to her/him/it for review. This service is to be performed within five (5) working days of the receipt of such submittals unless DPW assents to written notification of why this cannot be accomplished;

g. within thirty (30) calendar days after receipt, record on the original final tracings and CAD disks returned to her/him/its after the construction contract award all changes made during the period of construction as furnished and recorded by the general contractor, and, at her/his/its expense, provide reproducible mylars and updated CAD disks to the State that reflect such changes. The mylars and CAD disks shall become the property of the State;

h. fully cooperate with DPW during the progress of the work.

In the event that the time period of the construction contract is exceeded by more than 10% due to no fault of the Engineer, the Engineer shall be paid for any additional services required beyond the 10% construction contract time overrun a reasonable fee to be determined by the Commissioner of DPW, hereinafter called the "Commissioner." The question of fault or no fault on the part of the Engineer shall be determined by the Commissioner.

3. In accordance with State requirements, the Engineer shall perform construction administration on construction projects designed by DPW or other consultants employed by the State.

4. The Engineer shall review drawings and specifications prepared by other consultants employed by the State. Such reviews shall be conducted in accordance with State requirements.

5. The Engineer shall provide the engineering services that might become necessary to supplement the work of DPW personnel.

6. The Engineer shall notify DPW in writing of any materials encountered on any assignments that appear to be asbestos or appear to contain asbestos. It is understood that the Engineer is not an asbestos specialist and that the Engineer's responsibility shall not extend beyond attempting to identify those materials present that may be asbestos or may contain asbestos, and informing DPW when such materials are noted. In those cases where asbestos or asbestos-containing materials are present but are not detected by the Engineer, the Engineer will not be held liable. All work involving the location, encapsulation, removal, disposal, etc., of asbestos or asbestos-containing material will be performed by asbestos abatement and air and/or bulk sampling specialists hired by the State.

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

7. THRESHOLD ENGINEERING SERVICES

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

   a. DESIGN PLAN PHASE

      1. Review the plans, specifications, and structural computations of the structure or addition to be constructed to determine their compliance with the requirements of the State Building Code to the extent necessary to assure the stability and integrity of the primary structural support systems of such structure or addition;

      2. Contact the engineer of record to resolve any disagreements in design; 11.24.09 11.16.09

      3. Submit a written summary to the Department of Public Works. This summary shall document the items reviewed and state a conclusion as to whether the stability and integrity of the primary structural support systems are in conformance with the requirements of the State Building Code. The summary report shall be affixed with the seal of a professional engineer (structural) licensed in the State of Connecticut.

   b. CONSTRUCTION PHASE

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

   c. SUBMISSIONS

      Submit the following:

      1. First Submittal

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

      2. Second Submittal

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

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

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

3. Third Submittal

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

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

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

C. The services specified in Section B shall be performed in accordance with the provisions noted in each task letter prepared by DPW for each project. Each task letter shall detail the scope of the project and shall specify the total "fixed fee" compensation, when applicable, for the aforesaid services. The compensation shall be a reasonable amount determined by the Commissioner. Such letters shall be issued during the time period of this contract set forth in Section D and shall specify a time frame for completion of each project. Each task letter shall reference both a DPW project number and a task number specific to the project. No work shall be performed until the Engineer receives the approved task letter.

D. This contract shall commence with the date this contract was entered into and shall expire on **December 30, 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.

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

F. When approximately 75% of the fee set forth in Section E has been expended, the Engineer shall notify the DPW A/E Contracts Administrator in writing of the amount of work completed to that date under this contract. Said notification shall include an itemization of all fees that have been paid to the Engineer pursuant to the work.

G. If for reasons of incomplete scope, complexity, etc., a fixed fee cannot be determined by the Commissioner, the State shall compensate the Engineer for services rendered under this contract on the basis of pre-approved hourly rates for the personnel assigned to perform the services. The hourly rates shall be determined in accordance with the provisions set forth in the Office of Policy and Management General Letter No. 97-1 dated November 21, 1996, which letter is incorporated herein by reference and made a part hereof as though fully set forth herein. Notwithstanding the preceding sentence, a pre-approved hourly rate shall not exceed a reasonable rate, as determined by the Commissioner, taking into consideration the skills and experience of the person providing the services. When pre-approved hourly rates are applicable, the State shall be responsible for payment for overhead and profit, as set forth in OPM General Letter 97-1. Hourly rate payments shall be made in accordance with the terms and conditions of each task letter. Monthly requests for payment shall be submitted on properly prepared invoice forms with attachments showing actual hours worked, pre-approved hourly rates applied, and any allowable additional direct costs included in the statement. The Engineer shall certify that each amount invoiced is both accurate and commensurate with the work performed for the State under this contract. The State reserves the right to periodically audit the Engineer's financial records. It is specifically understood that these pre-approved hourly rate payments shall only apply for the period of time that the person is actually employed on projects assigned under this contract.

H. The Engineer shall not be reimbursed for per diem expenses or travel expenses.

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

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

K. If, in the opinion of the State, any special technical service is required which is not usually furnished in engineering practice and which is not included in this contract, either expressed or implied by the nature of the work, then the State shall, in writing, authorize the service and the related cost. The Engineer's selection of the consultant retained in connection therewith is to be submitted for approval.

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

L. Should the Engineer personally wish to perform special services as described in Sections J and K, the Engineer shall submit to the State a written quotation of the cost of so performing such services. The quotation shall not include, nor shall the Engineer be paid for, an additional percentage of the cost for overhead and profit. In addition, the Engineer shall arrange to have at least three (3) independent outside sources submit written quotations for the work directly to the State in sealed envelopes. The State shall decide whether to allow the Engineer to perform the work with the Engineer's own forces based on the Engineer's quotation, and shall notify the Engineer accordingly.

M. If at any time during the term of any project assigned under this contract the State should require the Engineer to make any substantial change in the size or scope of the work or require any substantial change in plan, design, or specification which shall necessitate the preparation by the Engineer of additional sketches, drawings, or other documents, or the making of substantial changes in any other document already approved, or upon which substantial work had been done pursuant to instruction to proceed, then, and in such event, the Engineer shall prepare the additional documents and make changes as required and shall be entitled to reasonable compensation therefor. The Commissioner shall determine the amount of such compensation and the manner of payment thereof. If the State should require any such substantial changes and if these should result in a change in the amount of the total construction budget for the project, said amount shall be considered changed to an amount determined by the Commissioner.

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

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

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

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

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

P. Indemnification.

a. The Engineer 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 Engineer or Engineer 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 Engineer shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Engineer'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 Engineer shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Engineer or any Engineer Parties. The State shall give the Engineer reasonable notice of any such Claims.

c. The Engineer'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 Engineer 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 Engineer'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.

Engineer Parties: An Engineer'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 Engineer is in privity of oral or written contract and the Engineer 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 Engineer 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.

Q. INSURANCE

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

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

2. Commercial General Liability:
   Combined single limit: $1,000,000 each occurrence
   $2,000,000 annual aggregate

3. Comprehensive Automobile Liability
   (to include owned, non-owned, and hired vehicles):
   Combined single limit $1,000,000 each occurrence
   $1,000,000 annual aggregate

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

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

R. SUSPENSION OF THE WORK

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

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

3. Should the State reactivate any assigned work covered by this contract, in whole or in part, within one year from the time the work was suspended, any fees paid to the Engineer pursuant to this contract shall be applied as payment on the fees for the work as set forth in this contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year, the Engineer and the State may renegotiate the fees for the work based on current conditions or either may unilaterally elect to terminate the remaining work.

4. In the event the State decides to suspend any work under this contract, the State shall become entitled, after payment of outstanding fees, to all finished and unfinished documents prepared pursuant to this contract.

5. If the Engineer should be unwilling or unable to perform the services required by this contract at the time the

State desires to reactivate the work after a period of suspension, then all finished or unfinished documents prepared pursuant to this contract shall become the property of the State and the State shall have the right to immediate possession and use thereof.

S. TERMINATION OF CONTRACT

1. Notwithstanding any provisions or language in this contract to the contrary, the Commissioner may terminate the contract whenever he determines in his sole discretion that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Engineer of a written notice of termination. The notice of termination shall be sent by registered or certified mail to the Engineer's address as furnished to the State for purposes of correspondence, or by hand delivery. Upon receipt of such notice, the Engineer shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Engineer in performing her/his/its duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State.

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

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

4. If after notice of termination for failure of the Engineer to fulfill her/his/its contract obligations it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the State. In such event, the Engineer shall be entitled to reasonable compensation as provided in Paragraph 2 of this section.

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

T. If the Engineer is a sole proprietor and the Engineer should die during the term of this contract, this contract shall be considered terminated. In the event of such termination, the Engineer's estate shall be entitled to a reasonable payment for any uncompensated work performed to the date of death, and the State shall have title to, and shall have the right to immediate use and possession of, all finished and unfinished documents prepared under this contract. The Commissioner shall determine the amount of such payment.

U. CONFIDENTIALITY OF DOCUMENTS

1. The Engineer agrees on behalf of the Engineer and the Engineer's principals, employees, agents, heirs, successors and assigns that they shall only utilize drawings, specifications, maps, reports, records or other documents to the extent necessary for the performance of the Engineer's work and duties under this contract. This limitation on use applies to those items produced by the Engineer, as well as to those items received by the Engineer from the Department of Public Works or others in connection with the Engineer's work and duties under this contract.

2. The Engineer further agrees that said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract. No other disclosure shall be permitted without the prior written consent of the Department of Public Works.

3. The Engineer further agrees that the following provision will be included in its contracts with sub-consultants:

> Any and all drawings, specifications, maps, reports, records or other documents associated with the contract work shall only be utilized to the extent necessary for the performance of the work and duties under this contract. Said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract. No other disclosure shall be

permitted without the prior written consent of the Department of Public Works. When any such drawings, specifications, maps, reports, records or other documents are no longer needed, they shall be destroyed.

V. NON-DISCRIMINATION. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Engineer.

(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).

W. 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.

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

Y. 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."

Z. LARGE STATE GOVERNMENT CONTRACTS

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

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

AA. ANNUAL CERTIFICATION

If the aggregate value of this contract is $50,000.00 or more, including all amendments and/or commission letters, then the Engineer shall annually submit, on or within two (2) weeks of the anniversary date of the execution of this contract, a completed annual contract certification to Room 437, 165 Capitol Avenue, Hartford,

CT 06106, to the attention of the Contracts Secretary. For the purposes of this section, the execution date of the contract shall be the date the Commissioner of DPW signs the contract.

BB. 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.

CC. APPROVAL OF THE STATE PROPERTIES REVIEW BOARD

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

DD. 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}.

EE. SOVEREIGN IMMUNITY

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

FF. APPROVAL OF THE ATTORNEY GENERAL'S OFFICE

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

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

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

(b) The Engineer 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, Engineer's, and, in the case of each subcontract, the applicable subcontractor's, performance hereunder. The Engineer 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 Engineer'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 Engineer 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 Engineer'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 Engineer at least twenty-four (24) hours notice of any intended inspections or examinations.

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

(e) The Engineer 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 Engineer 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 Engineer 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 Engineer 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: November 24, 2009

Attested by:

Nancy H. Stone
Witness Nancy H. Stone

Michael Pliskys
Witness Michael Pliskys

Macchi Engineers LLC

By: James Brockman
Its Sole Member , Duly Authorized

Date signed: November 16, 2009

Approved as to form:

ASSOC. ATTY. GENERAL Attorney General

Date signed: 12/9/09

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

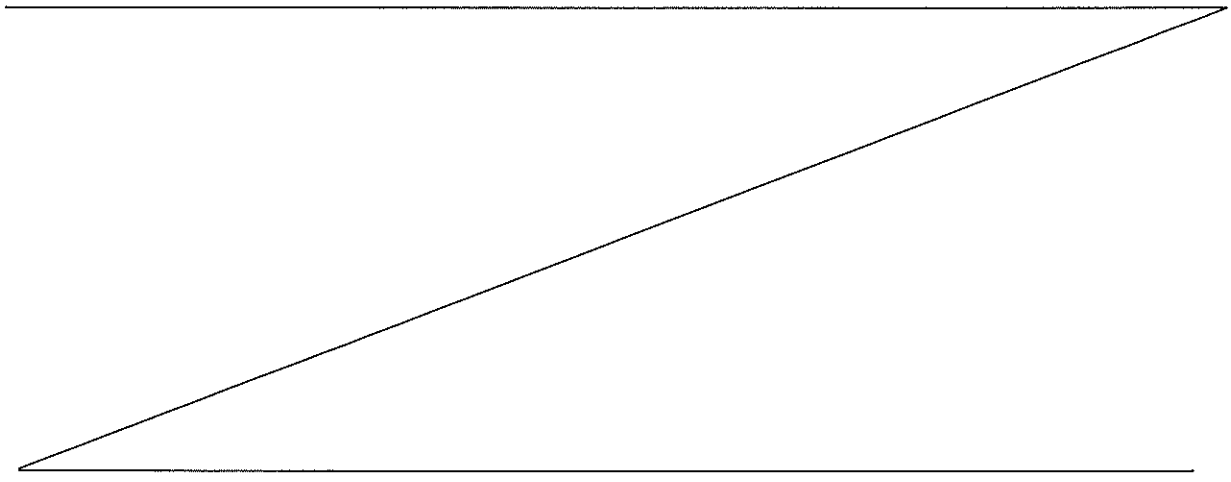
Sexual harassment is a particular type of sex discrimination. Like all sexual discrimination, it is illegal. It violates high standards of honesty, integrity, impartiality and conduct required of all sections of the Department of Public Works. It also interferes with and impedes work productivity.

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

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



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.