STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS

COST ESTIMATION and SCHEDULE MANAGEMENT CONTRACT FOR ON-CALL SERVICES

CONTRACT NO. OC-DPW-COST/SCHL-0004

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

Hill International, Inc.
303 Lippincott Centre
Marlton, NJ 08053

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

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

I. CONSULTANT RELATIONSHIP

The Consultant shall act as the State's agent and covenants and agrees to perform all its services in accordance with the standards and practices of its profession. The Consultant shall not have any conflicts of interest. The Consultant shall be held to the highest standard of conduct in the performance of its duties, and must conduct itself so as to avoid even the appearance of any impropriety. The Consultant is prohibited from accepting gratuities of any kind from any persons seeking work associated with this contract. The Consultant shall staff the project with experienced and competent staff. It is understood that if the Consultant requires additional staff to fulfill its obligations under this contract it shall provide such additional staff at no additional cost to the State.

The Consultant shall furnish personnel to do work when directed as hereinafter provided. The Consultant agrees to follow the applicable provisions set forth in the manual entitled "Consultants Procedure Manual" dated March 24, 2005, and prepared by the State of Connecticut, Department of Public Works, given to the Consultant prior to the contract signing and which may be modified from time to time.

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

II. DUTIES AND SERVICES

The Consultant shall perform for the benefit of State departments and agencies any or all of the following services when directed in writing by the DPW. Should the Consultant develop charts, reports, schedules or other materials under this contract, the Consultant shall use software and/or media compatible with DPW systems and equipment as determined by the DPW.

1. COST ESTIMATING SERVICES:

1.1 Assist in the proper completion of the DPW Supplement to the Office of Policy and Management's (OPM) B-100 form for any proposed project, which completed form includes the description of the scope of work of the project.

1.2 Perform detailed cost reviews of construction contract documents prepared by others for projects in the investigative, design, and/or construction phases. Where previous cost estimates exist, the Consultant shall utilize a compatible format acceptable to the DPW. Upon request, furnish recommendations for proposed value engineering or other appropriate alternatives necessary to maintain project budgets.

1.3 Review and provide recommendations relative to documents submitted by or through the general contractor during construction, including, but not limited to, construction bids, schedule of values, and change order proposals.

1.4 Utilizing state-of-the-art costing techniques and technologies, perform inspections of State owned and/or leased buildings and structures, and provide written reports of existing conditions and anticipated issues that could impact construction cost.

1.5 Accurately budget State infrastructure work required for State buildings (or other buildings under the care and control of the DPW or various other custodial State agencies), including continuing building deterioration factors and inflationary cost factors for deferred maintenance. Estimate the work necessary to maintain necessary, on-going occupant operations in the interim between project initiation and forecasted construction.

1.6 Provide services in support of work performed by the DPW Project Managers, DPW Technical Support Services Unit and/or DPW Facilities Management.

1.7 Provide cost estimating assistance in the development of master plans.

1.8 Perform any other specific tasks that may be assigned consistent with the scope of this contract.

2. SCHEDULE MANAGEMENT SERVICES:

2.1 Assist the DPW in the formulation and/or review of documents representing the timing and sequencing of State construction and maintenance work, current and future, optimizing existing resources and expediting project completion. Utilize a horizontal bar chart (gantt) or Critical Path Method (CPM) software as directed. Review and update schedule logic in response to changed conditions. The DPW shall determine the frequency of such review and, as appropriate, the software to be used. In the case where previous schedules exist, the Consultant shall utilize a compatible format as accepted by the DPW.

2.2 Provide detailed reviews of construction contract documents for projects in various stages of development. Perform site inspections, review project correspondence, and furnish reports of existing conditions and projected issues that may impact construction scheduling. Include recommendations regarding alternate schedules and the corresponding impacts on cost, time, and essential client agency operations.

2.3 Assist the DPW in the evaluation of construction schedules, both proposed and those in effect. During construction, periodically measure and record construction progress, updating the project schedule accordingly. Attend project meetings as appropriate or as determined by the DPW. Review all written communications between project parties and evaluate the schedule impacts of current practices. Recommend alternative courses of action for all matters that potentially increase the contract time. Evaluate the construction contractor's request for time extensions and furnish written recommendations. Provide support to the DPW in connection with construction claims and dispute resolution proceedings.

2.4 Support in-house work performed by the DPW and function as a resource for the DPW's client agencies and other consultants under contract to the State.

2.5 Assess and schedule deferred state infrastructure maintenance required for State buildings or other buildings under the care and control of the DPW or various other state agencies.

2.6 Assist in the development of facilities master plans.

2.7 Perform any other specific tasks as assigned consistent with the scope of this contract.

III. TASK LETTERS

The services specified in Article II 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 Article IV 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 Consultant receives the approved task letter.

IV. CONTRACT DURATION

This contract shall commence with the date this contract was entered into and shall expire **on July 1, 2009.** No new projects may be assigned on or after the expiration date, but all projects assigned prior to the expiration

date will be allowed to continue to completion with all the terms and conditions of this contract herein set forth remaining in full force and effect. The term of this contract may be extended in writing by the Commissioner.

V. CONTRACT FEE

The maximum total cumulative fee allowed the Consultant under this contract shall not exceed **Three Hundred Thousand Dollars ($300,000.00).** The Consultant shall be entitled to a payment of Ten Dollars ($10.00) at the termination of this contract if at such time the Consultant had not received any fee under this contract. When approximately 75% of the fee set forth in this section has been expended, the Consultant shall notify the DPW Project Manager in writing of the amount of work completed to that date under this contract. Said notification shall include an itemization of all fees that have been paid to the Consultant pursuant to the work. The Consultant shall not be reimbursed for per diem expenses or travel expenses.

If for reasons of incomplete scope, complexity, etc., a fixed fee for a task letter cannot be determined by the Commissioner, the State shall compensate the Consultant for services rendered under this contract on the basis of pre-approved hourly rates for the personnel assigned to perform the services. The hourly rates are stated in Exhibit A, which is attached hereto and made a part hereof, and are 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. Hourly rate payments shall be made in accordance with the terms and conditions of each task letter. Monthly requests for payment shall be submitted on properly prepared invoice forms with attachments showing actual hours worked, pre-approved hourly rates applied, and any allowable additional direct costs included in the statement. The Consultant shall certify that each amount invoiced is both accurate and commensurate with the work performed for the State under this contract.

The State reserves the right to periodically audit the Consultant's financial records. It is specifically understood that the pre-approved hourly rate payments shall only apply for the period of time that the person is gainfully employed on projects assigned under this contract.

VI. REGISTERED CONSULTANTS

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

VII. TECHNICAL SERVICES

If, in the opinion of the State, any special technical service is required which is not usually furnished by the Consultant 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 Consultant's selection of the consultant retained in connection therewith is to be submitted for approval. The State shall reimburse the Consultant for the cost of any such services and in addition shall also pay the Consultant ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.

VIII. OWNERSHIP OF WORK PRODUCT

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. All reports, findings, and recommendations may be incorporated into subsequent documents produced by the Consultant or any other consultant firm in connection with the project. The provisions of this section shall survive the termination of this contract and shall thereafter remain in full force and effect.

IX. INDEMNIFICATION

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

X. SUSPENSION OF THE WORK

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

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

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 Consultant pursuant to this contract shall be applied as payment on the fees for the work as set forth in this contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year, the Consultant and the State may renegotiate the fees for the work based on current conditions or either may unilaterally elect to terminate the remaining work.

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

XI. 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 Consultant of a written notice of termination. The notice of termination shall be sent by registered or certified mail to the Consultant's address as furnished to the State for purposes of correspondence, or by hand delivery. Upon receipt of such notice, the Consultant shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing its duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State.

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

3. If the termination is for reason of failure of the Consultant 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 Consultant 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 Consultant to fulfill her/his/its contract obligations it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the State. In such event, the Consultant shall be entitled to reasonable compensation as provided in 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.

XII. SUCCESSORS AND ASSIGNS

If the Consultant is a sole proprietor and the Consultant should die during the term of this contract, this contract shall be considered terminated. In the event of such termination, the Consultant's estate shall be entitled to a reasonable payment for any uncompensated work performed to the date of death, and the State shall have title to, and shall have the right to immediate use and possession of, all finished and unfinished documents prepared under this contract. The Commissioner shall determine the amount of such payment. The Consultant shall not assign, sublet, or transfer any rights under or interest in this contract without the written consent of the State. No assignment will release or discharge the Consultant from any duty or responsibility under this contract. The Consultant shall be responsible to the State for acts and omissions of its own employees and any of its service providers hereinbefore mentioned and their employees.

XIII. INSURANCE

The Consultant for the duration of this contract, including any extension of the original contract term, must carry insurance to protect the interests of the State. The Consultant must obtain statutory workers' compensation and employers' liability insurance, comprehensive automobile liability insurance, 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.

a. Statutory Workers' Compensation and Employers' Liability:

1. Workers' Compensation:	Statutory limits
2. Employers' Liability:	
Bodily injury by accident:	$100,000 each accident
Bodily injury by illness:	$100,000 each employee
	$500,000 policy limit
b. Commercial General Liability:	$1,000,000 each occurrence
Combined single limit:	$2,000,000 annual aggregate
c. Comprehensive Automobile Liability (to include owned, non-owned, and hired vehicles):	$1,000,000 each occurrence
Combined single limit:	$1,000,000 annual aggregate

d. The Consultant shall furnish evidence by way of a certificate of insurance that he/she/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 Consultant agrees to purchase additional insurance in order to maintain the minimum coverage of **$1,000,000.00**. The insurance shall remain in effect during the entire duration of this contract, including such additional time periods as may be necessary to complete specific projects, as hereinbefore set forth. The policy shall provide that it shall indemnify and save harmless the State and its officers, agents, and employees from claims, suits, actions, damages, and costs of every name and description resulting from negligence and errors and omissions in the work performed by the Consultant under the terms of this contract.

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

XIV. CONFIDENTIALITY OF DOCUMENTS

1. The Consultant agrees on behalf of the Consultant and the Consultant'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 Consultant's work and duties under this contract. This limitation on use applies to those items produced by the Consultant, as well as to those items received by the Consultant from the Department of Public Works or others in connection with the Consultant's work and duties under this contract.

2. The Consultant 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 Consultant 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.

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

For the purposes of this article, the word "contractor" is substituted for and has the same meaning and effect as if it read "Architect." Section A of this article is inserted in connection with subsection (a) of Section 4a-60 of the Connecticut General Statutes, as revised. Section B of this article is inserted in connection with subsection (a) of Section 4a-60a of the Connecticut General Statutes, as revised.

A. (a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Sub-Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

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

For the purposes of this section, "public works contract" means any agreement between any individual, firm, or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color,

religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by the 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 the contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the 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 Connecticut General Statutes Sub-Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes Sub-Sections 46a-56, 46a-68e, and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor as they relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

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

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

(e) The contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Sub-Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

B. (a) (1) The contractor agrees and warrants that in the performance of the agreement 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 representatives of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the general statutes; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor which relate to provisions of this section and Section 46a-56 of the general statutes.

(b) The contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the

Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the general statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(c) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

C. 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.

D. 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 B). 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.

E. 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."

F. **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 Exhibit C [SEEC Form 11}.

XVI. LARGE STATE GOVERNMENT CONTRACTS

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

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

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

c. Each large state contractor shall post a notice of the provisions of Section 4-61dd relating to large state contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

XVII. FORCE MAJEURE

Neither party shall be liable to the other nor deemed to be in breach of this contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to, acts of God, wars, fires, floods, epidemics, quarantine restrictions, strikes, or freight embargoes. Irrespective of the occurrence of any of the foregoing events or circumstances, the Consultant shall take reasonable measures to mitigate any damage caused thereby.

XVIII. WAIVERS

All conditions, covenants, duties, and obligations contained in this contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal and/or equitable remedies to that party.

XIX. SEVERABILITY

If any of the provisions of this contract are declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of the obligations under any such provisions. The remainder of the contract shall be enforced to the fullest extent permitted by law.

XX. ENTIRE CONTRACT

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

XXI. ANNUAL CERTIFICATION

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

XXII. 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.

XXIII. APPROVAL OF THE STATE PROPERTIES REVIEW BOARD

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

XXIV. APPROVAL OF THE ATTORNEY GENERAL'S OFFICE

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

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

Attested by:

Witness Diane M. Chace

Witness Erika Carcano

State of Connecticut

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

Date signed: 6/29/07

Attested by:

Witness Cynthia Doyle

Witness ERIN E. LESCHAK

Hill International, Inc.

By: _____
David L. Richter

Its President & COO, Duly Authorized

Date signed: 5-29-07

Approved as to form:

ASSOC. ATTY. GENERAL

Attorney General

Date signed: 7/5/07

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS

COST ESTIMATION and SCHEDULE MANAGEMENT CONTRACT FOR ON-CALL SERVICES

CONTRACT NO. OC-DPW-COST/SCHL-0005

This contract is entered into this 13th day of July, 2007, by and between

PinnacleOne, Inc.
213 Court Street, Suite 700
Middletown, CT 06457

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

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

I. CONSULTANT RELATIONSHIP

The Consultant shall act as the State's agent and covenants and agrees to perform all its services in accordance with the standards and practices of its profession. The Consultant shall not have any conflicts of interest. The Consultant shall be held to the highest standard of conduct in the performance of its duties, and must conduct itself so as to avoid even the appearance of any impropriety. The Consultant is prohibited from accepting gratuities of any kind from any persons seeking work associated with this contract. The Consultant shall staff the project with experienced and competent staff. It is understood that if the Consultant requires additional staff to fulfill its obligations under this contract it shall provide such additional staff at no additional cost to the State.

The Consultant shall furnish personnel to do work when directed as hereinafter provided. The Consultant agrees to follow the applicable provisions set forth in the manual entitled "Consultants Procedure Manual" dated March 24, 2005, and prepared by the State of Connecticut, Department of Public Works, given to the Consultant prior to the contract signing and which may be modified from time to time.

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

II. DUTIES AND SERVICES

The Consultant shall perform for the benefit of State departments and agencies any or all of the following services when directed in writing by the DPW. Should the Consultant develop charts, reports, schedules or other materials under this contract, the Consultant shall use software and/or media compatible with DPW systems and equipment as determined by the DPW.

1. COST ESTIMATING SERVICES:

1.1 Assist in the proper completion of the DPW Supplement to the Office of Policy and Management's (OPM) B-100 form for any proposed project, which completed form includes the description of the scope of work of the project.

1.2 Perform detailed cost reviews of construction contract documents prepared by others for projects in the investigative, design, and/or construction phases. Where previous cost estimates exist, the Consultant shall utilize a compatible format acceptable to the DPW. Upon request, furnish recommendations for proposed value engineering or other appropriate alternatives necessary to maintain project budgets.

1.3 Review and provide recommendations relative to documents submitted by or through the general contractor during construction, including, but not limited to, construction bids, schedule of values, and change order proposals.

1.4 Utilizing state-of-the-art costing techniques and technologies, perform inspections of State owned and/or leased buildings and structures, and provide written reports of existing conditions and anticipated issues that could impact construction cost.

1.5 Accurately budget State infrastructure work required for State buildings (or other buildings under the care and control of the DPW or various other custodial State agencies), including continuing building deterioration factors and inflationary cost factors for deferred maintenance. Estimate the work necessary to maintain necessary, on-going occupant operations in the interim between project initiation and forecasted construction.

1.6 Provide services in support of work performed by the DPW Project Managers, DPW Technical Support Services Unit and/or DPW Facilities Management.

1.7 Provide cost estimating assistance in the development of master plans.

1.8 Perform any other specific tasks that may be assigned consistent with the scope of this contract.

2. SCHEDULE MANAGEMENT SERVICES:

2.1 Assist the DPW in the formulation and/or review of documents representing the timing and sequencing of State construction and maintenance work, current and future, optimizing existing resources and expediting project completion. Utilize a horizontal bar chart (gantt) or Critical Path Method (CPM) software as directed. Review and update schedule logic in response to changed conditions. The DPW shall determine the frequency of such review and, as appropriate, the software to be used. In the case where previous schedules exist, the Consultant shall utilize a compatible format as accepted by the DPW.

2.2 Provide detailed reviews of construction contract documents for projects in various stages of development. Perform site inspections, review project correspondence, and furnish reports of existing conditions and projected issues that may impact construction scheduling. Include recommendations regarding alternate schedules and the corresponding impacts on cost, time, and essential client agency operations.

2.3 Assist the DPW in the evaluation of construction schedules, both proposed and those in effect. During construction, periodically measure and record construction progress, updating the project schedule accordingly. Attend project meetings as appropriate or as determined by the DPW. Review all written communications between project parties and evaluate the schedule impacts of current practices. Recommend alternative courses of action for all matters that potentially increase the contract time. Evaluate the construction contractor's request for time extensions and furnish written recommendations. Provide support to the DPW in connection with construction claims and dispute resolution proceedings.

2.4 Support in-house work performed by the DPW and function as a resource for the DPW's client agencies and other consultants under contract to the State.

2.5 Assess and schedule deferred state infrastructure maintenance required for State buildings or other buildings under the care and control of the DPW or various other state agencies.

2.6 Assist in the development of facilities master plans.

2.7 Perform any other specific tasks as assigned consistent with the scope of this contract.

III. TASK LETTERS

The services specified in Article II 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 Article IV 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 Consultant receives the approved task letter.

IV. CONTRACT DURATION

This contract shall commence with the date this contract was entered into and shall expire on **July 1, 2009.** No new projects may be assigned on or after the expiration date, but all projects assigned prior to the expiration

date will be allowed to continue to completion with all the terms and conditions of this contract herein set forth remaining in full force and effect. The term of this contract may be extended in writing by the Commissioner.

V. CONTRACT FEE

The maximum total cumulative fee allowed the Consultant under this contract shall not exceed **Three Hundred Thousand Dollars ($300,000.00)**. The Consultant shall be entitled to a payment of Ten Dollars ($10.00) at the termination of this contract if at such time the Consultant had not received any fee under this contract. When approximately 75% of the fee set forth in this section has been expended, the Consultant shall notify the DPW Project Manager in writing of the amount of work completed to that date under this contract. Said notification shall include an itemization of all fees that have been paid to the Consultant pursuant to the work. The Consultant shall not be reimbursed for per diem expenses or travel expenses.

If for reasons of incomplete scope, complexity, etc., a fixed fee for a task letter cannot be determined by the Commissioner, the State shall compensate the Consultant for services rendered under this contract on the basis of pre-approved hourly rates for the personnel assigned to perform the services. The hourly rates are stated in Exhibit A, which is attached hereto and made a part hereof, and are 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. Hourly rate payments shall be made in accordance with the terms and conditions of each task letter. Monthly requests for payment shall be submitted on properly prepared invoice forms with attachments showing actual hours worked, pre-approved hourly rates applied, and any allowable additional direct costs included in the statement. The Consultant shall certify that each amount invoiced is both accurate and commensurate with the work performed for the State under this contract.

The State reserves the right to periodically audit the Consultant's financial records. It is specifically understood that the pre-approved hourly rate payments shall only apply for the period of time that the person is gainfully employed on projects assigned under this contract.

VI. REGISTERED CONSULTANTS

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

VII. TECHNICAL SERVICES

If, in the opinion of the State, any special technical service is required which is not usually furnished by the Consultant 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 Consultant's selection of the consultant retained in connection therewith is to be submitted for approval. The State shall reimburse the Consultant for the cost of any such services and in addition shall also pay the Consultant ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.

VIII. OWNERSHIP OF WORK PRODUCT

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. All reports, findings, and recommendations may be incorporated into subsequent documents produced by the Consultant or any other consultant firm in connection with the project. The provisions of this section shall survive the termination of this contract and shall thereafter remain in full force and effect.

IX. INDEMNIFICATION

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

X. SUSPENSION OF THE WORK

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

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

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 Consultant pursuant to this contract shall be applied as payment on the fees for the work as set forth in this contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year, the Consultant and the State may renegotiate the fees for the work based on current conditions or either may unilaterally elect to terminate the remaining work.

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

XI. 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 Consultant of a written notice of termination. The notice of termination shall be sent by registered or certified mail to the Consultant's address as furnished to the State for purposes of correspondence, or by hand delivery. Upon receipt of such notice, the Consultant shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing its duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State.

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

3. If the termination is for reason of failure of the Consultant 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 Consultant 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 Consultant to fulfill her/his/its contract obligations it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the State. In such event, the Consultant shall be entitled to reasonable compensation as provided in 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.

XII. SUCCESSORS AND ASSIGNS

If the Consultant is a sole proprietor and the Consultant should die during the term of this contract, this contract shall be considered terminated. In the event of such termination, the Consultant's estate shall be entitled to a reasonable payment for any uncompensated work performed to the date of death, and the State shall have title to, and shall have the right to immediate use and possession of, all finished and unfinished documents prepared under this contract. The Commissioner shall determine the amount of such payment. The Consultant shall not assign, sublet, or transfer any rights under or interest in this contract without the written consent of the State. No assignment will release or discharge the Consultant from any duty or responsibility under this contract. The Consultant shall be responsible to the State for acts and omissions of its own employees and any of its service providers hereinbefore mentioned and their employees.

XIII. INSURANCE

The Consultant for the duration of this contract, including any extension of the original contract term, must carry insurance to protect the interests of the State. The Consultant must obtain statutory workers' compensation and employers' liability insurance, comprehensive automobile liability insurance, 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.

a. Statutory Workers' Compensation and Employers' Liability:

1. Workers' Compensation:	Statutory limits
2. Employers' Liability:	
Bodily injury by accident:	$100,000 each accident
Bodily injury by illness:	$100,000 each employee
	$500,000 policy limit
b. Commercial General Liability:	$1,000,000 each occurrence
Combined single limit:	$2,000,000 annual aggregate
c. Comprehensive Automobile Liability (to include owned, non-owned, and hired vehicles):	$1,000,000 each occurrence
Combined single limit:	$1,000,000 annual aggregate

d. The Consultant shall furnish evidence by way of a certificate of insurance that he/she/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 Consultant agrees to purchase additional insurance in order to maintain the minimum coverage of **$1,000,000.00.** The insurance shall remain in effect during the entire duration of this contract, including such additional time periods as may be necessary to complete specific projects, as hereinbefore set forth. The policy shall provide that it shall indemnify and save harmless the State and its officers, agents, and employees from claims, suits, actions, damages, and costs of every name and description resulting from negligence and errors and omissions in the work performed by the Consultant under the terms of this contract.

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

XIV. CONFIDENTIALITY OF DOCUMENTS

1. The Consultant agrees on behalf of the Consultant and the Consultant'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 Consultant's work and duties under this contract. This limitation on use applies to those items produced by the Consultant, as well as to those items received by the Consultant from the Department of Public Works or others in connection with the Consultant's work and duties under this contract.

2. The Consultant 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 Consultant 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.

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

For the purposes of this article, the word "contractor" is substituted for and has the same meaning and effect as if it read "Architect." Section A of this article is inserted in connection with subsection (a) of Section 4a-60 of the Connecticut General Statutes, as revised. Section B of this article is inserted in connection with subsection (a) of Section 4a-60a of the Connecticut General Statutes, as revised.

A. (a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Sub-Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

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

For the purposes of this section, "public works contract" means any agreement between any individual, firm, or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color,

religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by the 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 the contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the 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 Connecticut General Statutes Sub-Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes Sub-Sections 46a-56, 46a-68e, and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor as they relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

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

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

(e) The contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Sub-Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

B. (a) (1) The contractor agrees and warrants that in the performance of the agreement 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 representatives of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the general statutes; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor which relate to provisions of this section and Section 46a-56 of the general statutes.

(b) The contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the

Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the general statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(c) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

C. 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.

D. 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 B). 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.

E. 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."

F. **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 Exhibit C [SEEC Form 11}.

XVI. LARGE STATE GOVERNMENT CONTRACTS

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

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

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

c. Each large state contractor shall post a notice of the provisions of Section 4-61dd relating to large state contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

XVII. FORCE MAJEURE

Neither party shall be liable to the other nor deemed to be in breach of this contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to, acts of God, wars, fires, floods, epidemics, quarantine restrictions, strikes, or freight embargoes. Irrespective of the occurrence of any of the foregoing events or circumstances, the Consultant shall take reasonable measures to mitigate any damage caused thereby.

XVIII. WAIVERS

All conditions, covenants, duties, and obligations contained in this contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal and/or equitable remedies to that party.

XIX. SEVERABILITY

If any of the provisions of this contract are declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of the obligations under any such provisions. The remainder of the contract shall be enforced to the fullest extent permitted by law.

XX. ENTIRE CONTRACT

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

XXI. ANNUAL CERTIFICATION

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

XXII. 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.

XXIII. APPROVAL OF THE STATE PROPERTIES REVIEW BOARD

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

XXIV. APPROVAL OF THE ATTORNEY GENERAL'S OFFICE

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

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

Attested by:

Holly J. Hart
Witness HOLLY J. HART

Diane M. Chace
Witness DIANE M. CHACE

State of Connecticut

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

Date signed: 7/13/07

Attested by:

Barbara E. Serata
Witness Barbara E. Serata

Vicki Davis
Witness Vicki Davis

PinnacleOne, Inc.

By: Joseph L. Seibold

Its Vice President, Duly Authorized

Date signed: June 4, 2007

Approved as to form:

ASSOC. ATTY. GENERAL Attorney General

Date signed: 8/1/07

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS

COST ESTIMATION and SCHEDULE MANAGEMENT CONTRACT FOR ON-CALL SERVICES

CONTRACT NO. OC-DPW-COST/SCHL-0006

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

Navigant Consulting, Inc.
140 Sherman Street
Fairfield, CT 06824

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

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

I. CONSULTANT RELATIONSHIP

The Consultant shall act as the State's agent and covenants and agrees to perform all its services in accordance with the standards and practices of its profession. The Consultant shall not have any conflicts of interest. The Consultant shall be held to the highest standard of conduct in the performance of its duties, and must conduct itself so as to avoid even the appearance of any impropriety. The Consultant is prohibited from accepting gratuities of any kind from any persons seeking work associated with this contract. The Consultant shall staff the project with experienced and competent staff. It is understood that if the Consultant requires additional staff to fulfill its obligations under this contract it shall provide such additional staff at no additional cost to the State.

The Consultant shall furnish personnel to do work when directed as hereinafter provided. The Consultant agrees to follow the applicable provisions set forth in the manual entitled "Consultants Procedure Manual" dated March 24, 2005, and prepared by the State of Connecticut, Department of Public Works, given to the Consultant prior to the contract signing and which may be modified from time to time.

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

II. DUTIES AND SERVICES

The Consultant shall perform for the benefit of State departments and agencies any or all of the following services when directed in writing by the DPW. Should the Consultant develop charts, reports, schedules or other materials under this contract, the Consultant shall use software and/or media compatible with DPW systems and equipment as determined by the DPW.

1. COST ESTIMATING SERVICES:

1.1 Assist in the proper completion of the DPW Supplement to the Office of Policy and Management's (OPM) B-100 form for any proposed project, which completed form includes the description of the scope of work of the project.

1.2 Perform detailed cost reviews of construction contract documents prepared by others for projects in the investigative, design, and/or construction phases. Where previous cost estimates exist, the Consultant shall utilize a compatible format acceptable to the DPW. Upon request, furnish recommendations for proposed value engineering or other appropriate alternatives necessary to maintain project budgets.

1.3 Review and provide recommendations relative to documents submitted by or through the general contractor during construction, including, but not limited to, construction bids, schedule of values, and change order proposals.

1.4 Utilizing state-of-the-art costing techniques and technologies, perform inspections of State owned and/or leased buildings and structures, and provide written reports of existing conditions and anticipated issues that could impact construction cost.

1.5 Accurately budget State infrastructure work required for State buildings (or other buildings under the care and control of the DPW or various other custodial State agencies), including continuing building deterioration factors and inflationary cost factors for deferred maintenance. Estimate the work necessary to maintain necessary, on-going occupant operations in the interim between project initiation and forecasted construction.

1.6 Provide services in support of work performed by the DPW Project Managers, DPW Technical Support Services Unit and/or DPW Facilities Management.

1.7 Provide cost estimating assistance in the development of master plans.

1.8 Perform any other specific tasks that may be assigned consistent with the scope of this contract.

2. SCHEDULE MANAGEMENT SERVICES:

2.1 Assist the DPW in the formulation and/or review of documents representing the timing and sequencing of State construction and maintenance work, current and future, optimizing existing resources and expediting project completion. Utilize a horizontal bar chart (gantt) or Critical Path Method (CPM) software as directed. Review and update schedule logic in response to changed conditions. The DPW shall determine the frequency of such review and, as appropriate, the software to be used. In the case where previous schedules exist, the Consultant shall utilize a compatible format as accepted by the DPW.

2.2 Provide detailed reviews of construction contract documents for projects in various stages of development. Perform site inspections, review project correspondence, and furnish reports of existing conditions and projected issues that may impact construction scheduling. Include recommendations regarding alternate schedules and the corresponding impacts on cost, time, and essential client agency operations.

2.3 Assist the DPW in the evaluation of construction schedules, both proposed and those in effect. During construction, periodically measure and record construction progress, updating the project schedule accordingly. Attend project meetings as appropriate or as determined by the DPW. Review all written communications between project parties and evaluate the schedule impacts of current practices. Recommend alternative courses of action for all matters that potentially increase the contract time. Evaluate the construction contractor's request for time extensions and furnish written recommendations. Provide support to the DPW in connection with construction claims and dispute resolution proceedings.

2.4 Support in-house work performed by the DPW and function as a resource for the DPW's client agencies and other consultants under contract to the State.

2.5 Assess and schedule deferred state infrastructure maintenance required for State buildings or other buildings under the care and control of the DPW or various other state agencies.

2.6 Assist in the development of facilities master plans.

2.7 Perform any other specific tasks as assigned consistent with the scope of this contract.

III. TASK LETTERS

The services specified in Article II 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 Article IV 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 Consultant receives the approved task letter.

IV. CONTRACT DURATION

This contract shall commence with the date this contract was entered into and shall expire on **July 1, 2009**. No new projects may be assigned on or after the expiration date, but all projects assigned prior to the expiration

date will be allowed to continue to completion with all the terms and conditions of this contract herein set forth remaining in full force and effect. The term of this contract may be extended in writing by the Commissioner.

V. CONTRACT FEE

The maximum total cumulative fee allowed the Consultant under this contract shall not exceed **Three Hundred Thousand Dollars ($300,000.00)**. The Consultant shall be entitled to a payment of Ten Dollars ($10.00) at the termination of this contract if at such time the Consultant had not received any fee under this contract. When approximately 75% of the fee set forth in this Articlehas been expended, the Consultant shall notify the DPW Project Manager in writing of the amount of work completed to that date under this contract. Said notification shall include an itemization of all fees that have been paid to the Consultant pursuant to the work. The Consultant shall not be reimbursed for per diem expenses or travel expenses.

If for reasons of incomplete scope, complexity, etc., a fixed fee for a task letter cannot be determined by the Commissioner, the State shall compensate the Consultant for services rendered under this contract on the basis of pre-approved hourly rates for the personnel assigned to perform the services. The hourly rates are stated in Exhibit A, which is attached hereto and made a part hereof, and are 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. Hourly rate payments shall be made in accordance with the terms and conditions of each task letter. Monthly requests for payment shall be submitted on properly prepared invoice forms with attachments showing actual hours worked, pre-approved hourly rates applied, and any allowable additional direct costs included in the statement. The Consultant shall certify that each amount invoiced is both accurate and commensurate with the work performed for the State under this contract.

The State reserves the right to periodically audit the Consultant's financial records. It is specifically understood that the pre-approved hourly rate payments shall only apply for the period of time that the person is gainfully employed on projects assigned under this contract.

VI. REGISTERED CONSULTANTS

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

VII. TECHNICAL SERVICES

If, in the opinion of the State, any special technical service is required which is not usually furnished by the Consultant 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 Consultant's selection of the consultant retained in connection therewith is to be submitted for approval. The State shall reimburse the Consultant for the cost of any such services and in addition shall also pay the Consultant ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.

VIII. OWNERSHIP OF WORK PRODUCT

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. All reports, findings, and recommendations may be incorporated into subsequent documents produced by the Consultant or any other consultant firm in connection with the project. The provisions of this article shall survive the termination of this contract and shall thereafter remain in full force and effect.

IX. INDEMNIFICATION

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

X. SUSPENSION OF THE WORK

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

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

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 Consultant pursuant to this contract shall be applied as payment on the fees for the work as set forth in this contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year, the Consultant and the State may renegotiate the fees for the work based on current conditions or either may unilaterally elect to terminate the remaining work.

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

XI. 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 Consultant of a written notice of termination. The notice of termination shall be sent by registered or certified mail to the Consultant's address as furnished to the State for purposes of correspondence, or by hand delivery. Upon receipt of such notice, the Consultant shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing its duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State.

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

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

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

XII. SUCCESSORS AND ASSIGNS

If the Consultant is a sole proprietor and the Consultant should die during the term of this contract, this contract shall be considered terminated. In the event of such termination, the Consultant's estate shall be entitled to a reasonable payment for any uncompensated work performed to the date of death, and the State shall have title to, and shall have the right to immediate use and possession of, all finished and unfinished documents prepared under this contract. The Commissioner shall determine the amount of such payment. The Consultant shall not assign, sublet, or transfer any rights under or interest in this contract without the written consent of the State. No assignment will release or discharge the Consultant from any duty or responsibility under this contract. The Consultant shall be responsible to the State for acts and omissions of its own employees and any of its service providers hereinbefore mentioned and their employees.

XIII. INSURANCE

The Consultant for the duration of this contract, including any extension of the original contract term, must carry insurance to protect the interests of the State. The Consultant must obtain statutory workers' compensation and employers' liability insurance, comprehensive automobile liability insurance, 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.

a. Statutory Workers' Compensation and Employers' Liability:

1. Workers' Compensation:	Statutory limits
2. Employers' Liability:	
Bodily injury by accident:	$100,000 each accident
Bodily injury by illness:	$100,000 each employee
	$500,000 policy limit
b. Commercial General Liability:	$1,000,000 each occurrence
Combined single limit:	$2,000,000 annual aggregate
c. Comprehensive Automobile Liability (to include owned, non-owned, and hired vehicles):	$1,000,000 each occurrence
Combined single limit:	$1,000,000 annual aggregate

d. The Consultant shall furnish evidence by way of a certificate of insurance that he/she/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 Consultant agrees to purchase additional insurance in order to maintain the minimum coverage of **$1,000,000.00**. The insurance shall remain in effect during the entire duration of this contract, including such additional time periods as may be necessary to complete specific projects, as hereinbefore set forth. The policy shall provide that it shall indemnify and save harmless the State and its officers, agents, and employees from claims, suits, actions, damages, and costs of every name and description resulting from negligence and errors and omissions in the work performed by the Consultant under the terms of this contract.

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

XIV. CONFIDENTIALITY OF DOCUMENTS

1. The Consultant agrees on behalf of the Consultant and the Consultant'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 Consultant's work and duties under this contract. This limitation on use applies to those items produced by the Consultant, as well as to those items received by the Consultant from the Department of Public Works or others in connection with the Consultant's work and duties under this contract.

2. The Consultant 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 Consultant 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.

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

For the purposes of this article, the word "contractor" is substituted for and has the same meaning and effect as if it read "Architect." Section A of this article is inserted in connection with subsection (a) of Section 4a-60 of the Connecticut General Statutes, as revised. Section B of this article is inserted in connection with subsection (a) of Section 4a-60a of the Connecticut General Statutes, as revised.

A. (a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Sub-Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

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

For the purposes of this section, "public works contract" means any agreement between any individual, firm, or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color,

religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by the 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 the contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the 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 Connecticut General Statutes Sub-Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes Sub-Sections 46a-56, 46a-68e, and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor as they relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

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

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

(e) The contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Sub-Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

B. (a) (1) The contractor agrees and warrants that in the performance of the agreement 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 representatives of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the general statutes; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor which relate to provisions of this section and Section 46a-56 of the general statutes.

(b) The contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the

Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the general statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(c) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

C. 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.

D. 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 B). 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.

E. 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."

F. 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 Exhibit C [SEEC Form 11}.

XVI. LARGE STATE GOVERNMENT CONTRACTS

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

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

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

c. Each large state contractor shall post a notice of the provisions of Section 4-61dd relating to large state contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

XVII. FORCE MAJEURE

Neither party shall be liable to the other nor deemed to be in breach of this contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to, acts of God, wars, fires, floods, epidemics, quarantine restrictions, strikes, or freight embargoes. Irrespective of the occurrence of any of the foregoing events or circumstances, the Consultant shall take reasonable measures to mitigate any damage caused thereby.

XVIII. WAIVERS

All conditions, covenants, duties, and obligations contained in this contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal and/or equitable remedies to that party.

XIX. SEVERABILITY

If any of the provisions of this contract are declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of the obligations under any such provisions. The remainder of the contract shall be enforced to the fullest extent permitted by law.

XX. ENTIRE CONTRACT

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

XXI. ANNUAL CERTIFICATION

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

XXII. 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.

XXIII. APPROVAL OF THE STATE PROPERTIES REVIEW BOARD

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

XXIV. APPROVAL OF THE ATTORNEY GENERAL'S OFFICE

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

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

Attested by:

Witness Diane M. Chace

Witness Erika Carcano

State of Connecticut

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

Date signed: 6/29/07

Attested by:

Witness Sandra Cassella

Witness Martine E. Morette

Navigant Consulting, Inc.

By: STEPHEN PITANIELLO

Its DIRECTOR, Duly Authorized

Date signed: 6/1/07

Approved as to form:

ASSOC. ATTY. GENERAL Attorney General

Date signed: 7/5/07