

CHECK ONE:
 GRANT
 - PERSONAL SERVICE AGREEMENT

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) ORIGINAL
 AMENDMENT

(2) IDENTIFICATION #s.
P.S. **2010-10227**
P.O. **29274**

CONTRACTOR (3) CONTRACTOR NAME: **Loureiro Engineering Associates, Inc.**

CONTRACTOR ADDRESS: **100 Northwest Drive, Plainville, CT 06062**

CONTRACTOR FEIN/SSN: **06-0918334**

(4) ARE YOU PRESENTLY A STATE EMPLOYEE? YES NO

STATE AGENCY (5) AGENCY NAME AND ADDRESS: **DEP-Bureau of Materials Management & Compliance Assurance, 79 Elm Street, Hartford, CT 06106-5127**

(6) Dept No. **DEP43910**

CONTRACT PERIOD (7) DATE (FROM) **Upon execution** THROUGH (70) **September 9, 2010**

(8) INDICATE MASTER AGREEMENT CONTRACT AWARD NO. NEITHER

(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)

1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof. Appendix A consists of 4 pages numbered A-1 through A-4 inclusive.

2. Standard Terms and Conditions are contained in Pages 2 through 5 and are attached hereto and made a part hereof.

COMPLETE DESCRIPTION OF SERVICE

(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. (Appendix B consists of one page numbered B-1).

Total Payments Not to Exceed the Maximum Amount of \$30,300.00

COST AND SCHEDULE OF PAYMENTS

(11) OBLIGATED AMOUNT: **\$30,300.00**

(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account
\$30,300.00	DEP43950	12060	20947	63001	DEP000002017000		2010			51230

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS

(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE): *[Signature]* TITLE: Vice President DATE: **3/25/2010**

(25) AGENCY (AUTHORIZED OFFICIAL): *[Signature]* TITLE: Commissioner DATE: **4/8/10**

(26) ATTORNEY GENERAL (APPROVED AS TO FORM): *[Signature]* DATE: **4.15.10**

(23) STATUTORY AUTHORITY: CGS Sec. 22a-6(a)(2) as amended, CGS, Sec. 22a-602

DISTRIBUTION: CONTRACTOR AGENCY FUNDS AVAILABLE: *[Signature]* DATE: **4/5/10**

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 Reil, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Reil, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

NON-DISCRIMINATION

References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

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

- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.
- (b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.
 - (h) The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

INDEMNIFICATION

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Bid or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.
- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency.
- (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

STATE LIABILITY

The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

STANDARD TERMS AND CONDITIONS (Rev. 8/11/08)

1. Commissioner. For the purposes of this contract, "Commissioner" means the Commissioner of Environmental Protection or the Commissioner's designated agent. All correspondence submitted in accordance with this contract shall be submitted to: Marianne Wisker, Department of Environmental Protection – Materials Management and Compliance Assurance Bureau, 79 Elm Street, Hartford, CT 06106-5127.
2. Acknowledgment. The Contractor shall provide credit to the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration for its contribution to the project.
3. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this contract. Such approval shall not be unreasonably withheld.
4. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner or the Commissioner's authorized representative at their sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate or cancel this contract.
5. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
6. Assignability. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
7. Third Party Participation. The Contractor may make sub-awards to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor.
8. Set Aside: State funded projects are subject to the requirements of CGS Sec. 4a-60g "Set-Aside program for small contractors, minority business enterprises, individuals with disabilities and nonprofit corporations" unless exempted from these requirements by the Department of Administrative Services Supplier Diversity Program. For contracts using non-exempted funding sources and subcontracting any portion of work, contractors are required to subcontract 25% of the total contract value to small businesses certified by the Department of Administrative Services and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by the Department of Administrative Services.
9. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
10. Definition of "Execution". This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount exceeding three thousand dollars (\$3,000.00), by the authorized representative of the state Attorney General's office.
11. State Audit (for grants only). The Contractor receiving federal funds must comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Contractor receiving state funds must comply with the Connecticut General Statutes §§ 7-396a and the State Single Audit Act, §§ 4-230 through 4-236 inclusive, and regulations promulgated thereunder. The Contractor agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. For purposes of this paragraph, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. Such audit shall include management letters and audit recommendations. Such records will be made available to the state and/or federal auditors upon request.
12. Campaign Contributions. 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. Refer to attached SEEC Form 11.
13. Sovereign Immunity: The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

14. Termination: This contract shall remain in full force and effect for the entire term of the contract period stated unless cancelled by DEP giving the Contractor written notice of such intention at least 30 days in advance. DEP reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available. Notwithstanding any provisions in this contract, DEP, through a duly authorized employee, may terminate the contract whenever the agency makes a written determination that such termination is in the best interests of the State. DEP shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete performance under the contract prior to such date. DEP has forty-five (45) days after the effective date of termination or cancellation to reimburse the Contractor for its performance rendered and accepted by the DEP, in addition to all actual and reasonable costs incurred in completing the portions of performance, which the contractor was required to complete, by the termination or cancellation notice. DEP reserves the right to recoup any deposits, prior payment, advance payment or down-payment made if the contract is cancelled or terminated prior to performance being rendered for which said deposits or payments were made.
15. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
16. Forum and Choice of Law: The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
17. Contract Work Hours and Safety Standards Act: The Contractor must comply, as applicable, with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) regarding labor standards for federal-assisted construction subagreements.
18. Suspension and Debarment: The Contractor must furnish the certification required by U.S. Department of Transportation regulations, "Government Debarment and Suspension (non-procurement)" (49 CFR Part 29). The contractor must obtain from its third-party contractors, subcontractors and subgrantees the certification required by 49 CFR Part 29.
19. Copeland Act: The Contractor must comply, as applicable, with the provisions of the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874).
20. Davis Bacon Act: The Contract must comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a-7).
21. Certifications Regarding Lobbying: The Contractor must comply, as applicable, with the provisions of 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR part 85, "Government-wide Debarment and Suspension (Nonprocurement).
22. Rights to Inventions: The Contractor must notify DEP promptly if any patentable invention(s) (i.e. processes, compositions of matter, or items thought to be new) is produced in the course of work of any tasks conducted in the Scope of Work contained in Appendix A.
23. Drug Free Workplace: The Contractor must comply, as applicable, with the provisions of Government-wide Requirements for Drug free Workplace.
24. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 Department of Transportation: During the performance of this contract, the Contractor, for itself, its assignees and successors in interest agrees as follows:
 - a. Compliance with Regulations. The Contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted program of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 - b. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors including procurements of materials and leases of equipment. The contractor shall not participate either indirectly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set form in Appendix B of the Regulations.
 - c. Solicitation for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

- d. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by State of Connecticut Department of Environmental Protection or the Pipeline and Hazardous Materials Safety Administration (PHMSA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the State of Connecticut Department of Environmental Protection or the Pipeline and Hazardous Materials Safety Administration may determined to be appropriate, including, but not limited to:
- e. Sanctions for Noncompliance. In the event the Contractor's noncompliance with nondiscrimination provision of this contract, the State of Connecticut Department of Environmental Protection shall impose contract sanctions as it or the Pipeline and Hazardous Materials Safety Administration may determine to be appropriate, including, but not limited to:
- (1) Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
 - (2) Cancellation, termination, or suspension of the contract, in whole or in part.
- f. Incorporation of Provisions: the Contractor shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurements as the State of Connecticut Department of Environmental Protection or the Pipeline and Hazardous Materials Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the Contractor may request the State of Connecticut Department of Environmental Protection to enter into such litigation to protect the interests of the State of Connecticut Department of Environmental Protection and, in addition the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

Appendix A
Scope of Work

0910 Eastern Regional HMTTC Flow Study

The purpose of this Scope of Work is to perform one independent hazardous materials transportation commodity flow study, as detailed in the Scope of Work as contained in this Appendix A and based on funds derived from the implementation of the tasks in the Scope of Work Cost and Schedule of Payments contained in Appendix B.

1. **Description:** The Contractor/Grantee agrees to conduct a project entitled: 0910 Eastern Regional HMTTC Flow Study.
2. The Contractor, Loureiro Engineering Associates, Inc. (LEA), 100 Northwest Drive, Plainville, Connecticut shall perform the services identified in this Appendix A, Scope of Work. Margaret A. Averill, Vice President of LEA shall serve as the Project Officer; Jeremy Paradis, C.E.T., Project Manager; Jefferson Berdeen shall serve as the Project Scientist; Michael Gaughan, shall serve as Project Scientist; and Jeffrey Klapheke shall serve as the Information Technology Manager.
3. The Contractor, LEA, shall perform one independent hazardous materials transportation commodity flow study service, as detailed within this Appendix A. The overall service shall examine truck transportation of hazardous materials in a specific region of the state of Connecticut and shall provide information for emergency planning and preparedness.
4. For purposes of this contract, the term "region" means an area in the State assigned as a specific geographic work area for the Contractor, LEA to perform services. The eastern portion of the State of Connecticut shall be described as the area northeast and southeast of the Connecticut River up to the political township boundaries of State of Rhode Island and State of Massachusetts and the body of water known as the Atlantic Ocean. Therefore, the eastern region shall be defined as the Contractor, LEA, work area.
5. The Contractor, LEA, shall administer a hazardous materials transportation commodity flow survey operations including logistics, resource allocations, technical assistance and strive to work with various Department Officials in outside conditions.
6. The Contractor, LEA, shall ensure that safety component that outlines measures to be taken to control hazards associated with materials, services or equipment.
7. The Contractor, LEA, shall reach agreement with the SERC members to determine which roads within the eastern region of the State are capable of supporting hazardous materials transportation.
 - A. The Contractor, LEA, shall assemble data pertaining to those routes such as the average expected truck volumes for the study area and the number and types of truck accidents recorded for a particular time period.
8. The Contractor, LEA, shall exempt from the survey the following vehicle types: any trucks shipments by the Department of Defense, U.S. Postal Service, Parcel/ Couriers shipped.
9. The Contractor, LEA, shall survey the following vehicle types: Private truck, truck for hire, tanker, cargo tank trucks, tank wagons, trailer-tractor and vacuum tanker in additional to any other trucks that the Contractor, LEA, or Department Officials deems necessary to survey.

10. The Contractor, LEA, shall conduct at a minimum of 32 hours of field survey (using a 2-person team) to collect data about the types and quantities of hazardous materials transported and the patterns of hazardous materials movement in the State.
 - A. The Contractor, LEA, shall conduct surveys as part of a routine function performed in weigh station checks and perform all activities associated with the surveys.
 - a. Shall attempt to keep total truck time to a minimum - objective is not to exceed three (3) – five (5) minutes.
 - b. Shall use the questionnaire designed for the SERC 0809 Hazardous Materials Transportation Commodity Flow Study to collect information while surveying truck drivers.
 - c. Shall coordinate the collection of data including copies of shipping papers (manifests).
 - d. Shall take digital pictures whenever possible to record and document information.
 - e. Shall work, assemble, direct, and manage their work force with other State Department Officials to coordinate and accommodate flow study work.
 - B. The Contractor, LEA, shall assemble survey teams in the eastern region of the state wherever there are appropriate combinations of high truck volume, good visibility along the highway to read and note placards, and absence of legal restrictions on survey activity. As a contingency, an individual survey team member shall be stationed on the each side of the bound area of the high truck volume.
 - a. Shall conduct one or more placard survey(s) to determine the hazard class of the contents in a placarded truck truck.
 - b. Shall make every attempt to collect and record the following data during the placard survey(s):
 - i. Identification of the vehicle placards,
 - ii. Type of hazardous materials (extremely or not),
 - iii. Primary origin and destination locations (state id of the licensed plate), and
 - iv. Truck type (i.e. tank truck, trailer-tractor, and vacuum tanker).
11. The Contractor, LEA, shall analysis the observed or recorded information collected from the placard survey and present to the State Emergency Response Commission including, but not limited to:
 - A. Report vehicle placards color and type and the four-digit identification code to identify shipment content by type of hazardous substance by hazard class/divisions;
 - B. Determine flow patterns of hazardous materials within the eastern region of the state;
 - C. Perform an assessment of three (3) extremely hazardous substances that appear in the top five (5) as being transported in state;
 - D. Perform an assessment of three (3) extremely hazardous substances that appear in the top five (5) as being transported thorough the state;
 - E. Provide a list of chemicals identify (sorted by alpha order);
 - F. Provide a list of petroleum/gases (sorted by alpha order);
 - G. Identify extremely hazardous material by hazard class;
 - H. Number of shipments carrying hazardous materials;
 - I. Number of shipments carrying extremely hazardous substances;
 - J. Percentage of shipments carrying hazardous materials;
 - K. Percentage of shipments carrying petroleum products;
 - L. Percentage of hazardous material shipments that are flammable and combustible liquid;
 - M. Percentage flammable gases;
 - N. Percentage nonflammable gases;
 - O. Percent corrosive;
 - P. Percentage miscellaneous hazardous materials;
 - Q. Percentage oxidizers
 - R. A list of the chemicals as defined by CERCLA;
 - S. A list of the petroleum products/gases; and
 - T. Identify the major hazard classes/divisions.

12. The Contractor, LEA, shall make every attempt to collect and record the following data from the flow survey conducted at weigh stations with Department Officials:
- A. Zip code of shipment origin and shipment destination,
 - B. Type of hazardous materials or substances,
 - C. Weight of each category of hazardous materials (record in lbs or tons but note type),
 - D. Type of container (barrel, tanker, compartmental tank wagons),
 - E. Origins (id multiples),
 - F. Mileage or length of haul,
 - G. Identification of the vehicle placards,
 - H. Type of hazardous materials (extremely or not),
 - I. Record type, if hazardous waste ,
 - J. Volume of hazardous materials,
 - K. Type of hazard classes/divisions,
 - L. Primary origin and destination locations,
 - M. Truck type (i.e. tank truck, trailer-tractor, vacuum tanker), and
 - N. Driver training and awareness.
13. The Contractor, LEA, shall analyze the data collected and present their findings to the State Emergency Response Commission including, but not limited to:
- A. Review and record shipping papers to identify shipment content and destination;
 - B. Determine flow patterns of hazardous materials within a specific area in the State;
 - C. Perform an assessment of three (3) extremely hazardous substances that appear in the top five (5) as being transported in state;
 - D. Perform an assessment of three (3) extremely hazardous substances that appear in the top five (5) as being transported thorough the state;
 - E. Identify the volume shipped per ton-mile (refer to the referenced DOT document for formula);
 - F. Provide a list of chemicals identify (sorted by alpha order);
 - G. Provide a list of petroleum/gases (sorted by alpha order);
 - H. Identify hazardous material volumes by hazard class;
 - I. Identify extremely hazardous material volumes by hazard class;
 - J. Number of shipments carrying hazardous materials;
 - K. Number of shipments carrying extremely hazardous substances;
 - L. Percentage of shipments carrying hazardous materials;
 - M. Percentage of shipments carrying petroleum products;
 - N. Percentage of hazardous material shipments that are flammable and combustible liquid;
 - O. Percentage flammable gases;
 - P. Percentage nonflammable gases;
 - Q. Percent corrosive;
 - R. Percentage miscellaneous hazardous materials;
 - S. Percentage oxidizers;
 - T. Percentage of both origin and destination within state;
 - U. Percentage that had either origin or destination within state;
 - V. Percentage passing through the state;
 - W. A list of the chemicals as defined by CERCLA;
 - X. A list of the petroleum products/gases;
 - Y. Identify total volume (tons); and
 - Z. Identify the major hazard classes/divisions.
14. The Contractor, LEA, shall provide to the State Emergency Response Commission training certifications that show the attendance of the survey team member's attendance at one (1) training session in survey procedures to facilitate data collection.

15. The Contractor, LEA, shall be familiar with the Department of Transportation Guidance for Conducting Hazardous Materials Flow Surveys.
16. The Contractor, LEA, shall attend meetings convened with respect to the project, when directed by the State Emergency Response Commission to do so or otherwise necessary to carry out the work.
17. The Contractor, LEA, shall provide a preliminary preview of the project and results to the State Emergency Response Commission Chairman and Administrator prior to the formal September 9, 2010 meeting.
18. The Contractor, LEA, shall provide a formal presentation of their findings to the State Emergency Response Commission at the September 9, 2010 meeting.
19. The Contractor, LEA, shall complete all activities and tasks associated with project by September 9, 2010.
20. **Budget:** The contractor shall adhere to the budget which is included in this contract Scope of Work Cost and Schedule of Payments contained in Appendix B.
21. **Acknowledgement of Funding:** Any publication or sign produced or distributed or any publicity conducted in association with this contract must provide credit to the U.S. Department of Transportation as follows: "Funding provided by the U.S. Department of Transportation, Pipeline and Hazardous Materials Emergency Preparedness Grant Assistance Program administered by the Connecticut Department of Environmental Protection."
22. **Publication of Materials:** The Contractor must obtain written approval from SERC Administrator prior to distribution or publication of any printed material prepared under the terms of this contract.
23. **Submission of Materials:** For the purposes of this contract, all correspondence, summaries, reports, products requests shall be submitted to:
Department of Environmental Protection
Bureau of Materials Management and Compliance Assurance
State Emergency Response Commission, SERC Administrator - Mark DeCaprio
79 Elm Street
Hartford, CT 06106-5127
24. **Project Summaries:** Following execution of this contract, the Contractor, LEA, shall provide summaries of project status to SERC Administrator during the time in which this contract is in effect. Such summaries shall include a brief description indicating the work completed to date and any concerns and emailed to dep.ctepcra@ct.gov.
25. **Extensions/Amendments:** There shall not be any extensions to the final date of the contract period and changes to terms and conditions.
26. **Final Report:** Within 30 days of the expiration date of this contract, the Contractor, LEA, shall submit to the Administrator, Final Report both in writing and electronic including documentation, to the satisfaction of the Chairman, demonstrating that all the elements of Appendix A have been met including, but not limited to, a field survey that gather data about the types and quantities of hazardous materials that are transported and the patterns of hazardous materials movement in the state; analysis of the data collected from the survey; a written report describing the project, objectives, meeting minutes, schedule, data collected, findings, charts, maps, spreadsheets and findings/conclusion. The Contractor, LEA, shall submit original copies of field notes, surveys and photographs collected and used during the survey.
27. **Final Financial Report:** Within 30 days of the expiration date of this contract, the Contractor, LEA, shall submit a Final Financial Report to the Bureau of Materials Management and Compliance Assurance, SERC Administrator with supporting documentation sufficient to show expenditures identified in the project. Amounts spent on specific items must be included.

APPENDIX B
SCHEDULE FO PAYMENTS

The maximum amount payable under this contract is thirty thousand, three hundred dollars (\$30,300.00).

The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this project, prior to expiration of this contract, and shall be scheduled as follows provided that the total sum of all payments shall not exceed the maximum contract amount noted above.

Upon completion of project to the Commissioner's satisfaction, review and approval of a Final Report and associated documentation demonstrating that all the elements of Appendix A have been met. Payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation, subject to review and approval by DEP. Total sum of all payments shall not exceed total project costs.

Should total projects costs be less than the amount of payments made, any remaining funds must be refunded to the Connecticut Department of Environmental Protection through a check made payable to "CT DEP" within 90 days of the contract expiration date.

Refer to the attached budgets, Appendix C-1 and Appendix C-2.

**Budget for 0910 Hazardous Material Transportation Commodity Flow Studies
DEP/State Emergency Response Commission**

Appendix C-2

Budget

Budget for 0910 Eastern Regional HMTc Flow Study

LABOR COST

ITEM	Labor Category	ESTIMATED HOURS (by Labor Category)													Total Hours				
		Senior Principal \$225.00	Principal/Officer \$195.00	Senior Project Manager \$165.00	Project Manager \$145.00	Senior Project Engineer \$127.00	IT Manager \$110.00	Project Engineer \$110.00	Hydro/Proj Scientist \$108.00	Lab/Dun Validation Mgr \$101.00	Senior Engineer \$101.00	Hydro/Sci Scientist \$99.00	Engineer \$99.00	Hydro/Sci \$95.00		Hydro/Sci I \$72.00	Designer/CAD Operator \$64.00	Senior Technician \$69.00	Word Processor \$46.00
SERC Planning meeting			4																8
Data evaluation/statistics			4				4												48
Report preparation			4				4											16	48
Monthly Updates							4											4	4
Meeting with SERC/Final Report			4				4											8	12
Total Hours		0	16	0	12	0	12	0	0	0	0	0	0	0	0	0	0	0	120
Total Dollars		\$0.00	\$3,120.00	\$0.00	\$1,788.00	\$0.00	\$1,788.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$736.00
LABOR COST SUBTOTAL																		\$13,852.00	

REIMBURSABLE EXPENSES

ITEM	Units	Unit Cost	Subtotal	Multiplier 15%	Total Cost
Reimbursable Expenses					
Reproduction costs (estimated)	1	\$248.00	\$248.00		\$248.00
Subtotal					\$248.00

Expenses
Direct non-study or out-of-pocket costs including as applicable; sub-contracts for outside services; equipment; rentals; non-local travel expenses; and production charges for printing, reproduction, and other services. All items must be approved by the project manager. All items will be billed at the time of purchase. Reproduction costs will be billed at cost. Transportation will be billed at the IRS rate for the applicable mode of transport. Rental of equipment, postage or telephone will be billed at cost. Rates set forth herein will be automatically adjusted annually on the anniversary of the effective date indicated above.

Total Project Cost: \$14,100.00

APPENDIX D

SAMPLE FINAL FINANCIAL REPORT

Contractor Name: _____

PSA #: _____

DESCRIPTION	Award Costs	Other (Matching) Costs (if applicable)	Total Costs
Salaries			
Fringe @ _____ %			
Travel			
Contractual (specify)			
Equipment			
Printing			
Materials & Supplies			
Other (specify)			
Totals			

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

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

Campaign Contribution and Solicitation Ban

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

SEEC FORM 11

Definitions:

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

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

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

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

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

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

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

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

CERTIFIED RESOLUTION

Be it resolved that it is in the best interests of Loureiro Engineering Associates, Inc. to enter into contracts with the Department of Environmental Protection.

In furtherance of this resolution, Margaret M. Averill, Vice President is duly authorized to enter into and sign said contracts on behalf of Loureiro Engineering Associates, Inc. Margaret M. Averill currently holds the title of Vice President and has held that office since May 2, 2001. The Vice President is further authorized to provide such additional information and execute such other documents as may be required by the state or federal government in connection with said contracts and to execute any amendments, rescissions, and revisions thereto.

The Secretary is authorized to impress the seal of Loureiro Engineering Associates, Inc. on any such document, amendment, rescission, or revision.

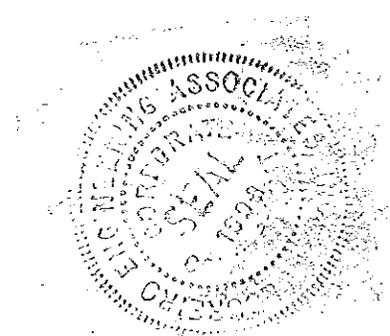
I, Brian A. Cutler, the Secretary of Loureiro Engineering Associates, Inc., do hereby certify this to be a true copy of the resolution duly adopted at the Corporate Meeting on March 25, 2010, and that it has not been rescinded, amended or altered in any way, and that it remains in full force and in effect.



Brian A. Cutler, Secretary

3/25/10

Date





STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION — Representation
By Entity
For Contracts Valued at Less Than \$50,000

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at less than \$50,000 for each year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN ENTITY:

I, Thomas R. Roberts, Director, Human Resources & Staffing, of Loureiro Engineering Associates, Inc.,
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of Connecticut,
Name of State or Commonwealth

represent that I am authorized to execute and deliver this representation on behalf of

Loureiro Engineering Associates, Inc. and that Loureiro Engineering Associates, Inc.
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Thomas R. Roberts
Authorized Signatory

March 25, 2010
Date

Thomas R. Roberts
Printed Name