

[ENGINEERING SERVICES]

PROFESSIONAL SERVICES AGREEMENT

between

CONNECTICUT PORT AUTHORITY

and

[_____]

Dated as of

[_____] [____], 20[____]

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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the “**Agreement**”) is made and dated as of [] [], 20[], between CONNECTICUT PORT AUTHORITY (the “**CPA**” or “**Owner**”), a quasi-public agency of the State of Connecticut (the “**State**”), pursuant to the powers set forth in Connecticut General Statutes §§ 15-31a through 15-31i, as amended from time to time, and collectively with all rules and regulations promulgated thereunder (collectively, the “**Act**”), and [], a [corporation] organized and existing under the laws of the State of [] (the “**Contractor**” and together with the Owner, the “**Parties**”). Terms used and not otherwise defined shall have the meanings assigned in Article I.

RECITALS

WHEREAS, the United States, acting by and through the United States Environmental Protection Agency (the “EPA”), awarded a grant to the Owner on or about December 18, 2024 (the “EPA Grant”) under the Inflation Reduction Act to improve air quality and reduce pollution at the New London State Pier (the “NLSP”) located in New London, Connecticut, and in the surrounding area through the deployment of zero-emission equipment and infrastructure at the NLSP;

WHEREAS, the Owner, as a pass-through entity as defined by 2 CFR 200.74 has made, or intends to make, a subaward of the EPA Grant to Orsted Wind Power North America LLC (“Orsted”) as a subrecipient as defined by 2 CFR 200.92;

WHEREAS, the Owner and Orsted have entered, or intends to enter, into a subaward agreement consistent with the criteria in 2 CFR 200.331 for Orsted to contribute to the goals and objectives of the EPA Grant;

WHEREAS, the Owner desires to retain the Contractor for the purposes of providing certain Services pursuant to the terms described herein and has the authority to employ such assistance as it may require as provided in Section 15-31b(a)(9) of the Connecticut General Statutes, as revised.

WHEREAS, the Contractor has the capability and capacity to provide, and is willing to perform, the Services in strict compliance with the provisions of this Agreement, which ensure accountability, transparency, and results-based outcomes.

WHEREAS, a resolution authorizing this Agreement, its execution and delivery was duly adopted by the Owner on [] [], 20[].

WHEREAS, the execution and delivery of this Agreement by the Contractor has been duly authorized by all necessary corporate action.

NOW THEREFORE, in consideration of mutual covenants herein contained, the Parties hereto intending to be legally bound, agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

“Act” means Chapter 264a, Section 15-31a. *et. seq.*, of the Connecticut General Statutes, as amended from time to time.

“ADA” shall have the meaning set forth in Section 10.24.

“Affiliate” means, with respect to any Person, any other Person which, directly or indirectly, controls or is controlled or is under common control with such Person.

“Agreement” means this Professional Services Agreement between the Contractor and the Owner, including all of its Schedules, Exhibits and all other documents incorporated by reference, as the same may be further amended or modified from time to time in accordance herewith.

“Agreement Date” means the date this Agreement has been executed and delivered by the Parties hereto.

“Applicable Law” means any law, statute, executive order, constitution, charter, ordinance, rule, code, standard, regulation, requirement, consent decree, consent order, consent agreement, authorization, policy, permit, resolution, judgment, writ, directive, guideline, action, determination or order of, or Legal Entitlement issued by or deemed to be issued by, any Governmental Body or similarly binding authorities now existing or hereafter enacted, adopted, promulgated, issued or enforced by any federal, state or local government or political subdivision or agency thereof or court of competent jurisdiction.

“BABA” shall have the meaning set forth in Section 11.6(h).

“Change in Services” means a writing signed by each of the Owner and Contractor setting forth their agreement as to a change in the scope of the Services or time of performance.

“Change in Law” means any of the following events or conditions which has a material and adverse effect on the performance by the Parties of their respective obligations under this Agreement (except for payment obligations):

(1) the enactment, adoption, promulgation, issuance, modification, repeal or written change in the administrative or judicial interpretation of any Applicable Law on or after the Agreement Date unless such Applicable Law was, on or prior to the Agreement Date, duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation;

(2) the order or judgment of any Governmental Body, issued on or after the Agreement Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the Contractor or of the Owner, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the

failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence;

(3) the denial of an application for, delay in the review, issuance or renewal of, or suspension, termination, interruption, imposition of a term, condition or requirement which is more stringent or burdensome in connection with the issuance, renewal or failure of issuance or renewal on or after the Agreement Date of any Legal Entitlement to the extent that such denial, delay, suspension, termination, interruption or imposition materially and adversely affects the performance of this Agreement, if and to the extent that such denial, delay, suspension, termination, interruption or imposition is not the result of willful or negligent action, error or omission or a lack of reasonable diligence of the Contractor or of the Owner, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such denial, delay, suspension, termination, interruption or imposition shall not be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

A “Change in Law” shall not include (i) a change in any Applicable Law pertaining to Tax; (ii) a change in the nature or severity of the actions typically taken by a Governmental Body to enforce compliance with Applicable Law which was effective as of the Agreement Date; (iii) a change in the Code (and any successor statute of similar import, and the rules and regulations promulgated thereunder, each as amended from time to time; (iv) a change in the law of any foreign country, (v) any Change in Law (including the issuance of any Legal Entitlement, the enactment of any statute, or the promulgation of any regulation) the terms and conditions of which do not impose more stringent or burdensome requirements on the Contractor than those set forth in the obligations contained herein, (vi) any change in interpretation, however stringent, by a Government Body of the meaning of the terms and conditions of the Legal Entitlements in force as of the Agreement Date, or (vii) union work rules, demands or requirements causes an increase in Contractor’s projected or actual cost of performing the Services.

“CHRO” means the Connecticut Commission on Human Rights and Opportunities, an agency of the State established and empowered, pursuant to Chapter 814c of the Connecticut General Statutes, to eliminate discrimination through civil and human rights enforcement.

“Code” means the Internal Revenue Code of 1986, as amended, and any successor statute of similar import, and the rules and regulations promulgated thereunder, in each case in effect from time to time.

“Commencement Date” means [_____] [___], 20[___], the date upon which the Contractor shall commence providing the Services to the Owner pursuant to this Agreement.

“Connecticut General Statutes” means the General Statutes of Connecticut, Revision of 1958, as the same may be amended or superseded from time to time.

“Contract Standards” means the standards, terms, conditions, methods, techniques and practices imposed or required by: (i) Applicable Law, (ii) Good Industry Practices, (iii) applicable equipment manufacturers’ specifications, (iv) any applicable Insurance Requirements, and (v) any

other standard, term, condition or requirement set forth in this Agreement to be observed by the Contractor.

“Contractor” means [_____], a qualified strategic planning consultant or firm of planning consultants specialized in maritime consulting services and port development consulting services, as determined by the Owner in its sole and absolute discretion, and its successors or assigns permitted hereunder.

“Contractor Breach” means (i) the untruth or inaccuracy of any representation or warranty made by the Contractor hereunder, (ii) any breach, failure, non-performance or non-compliance by the Contractor under this Agreement with respect to its obligations, covenants or responsibilities hereunder to the extent not attributable to Uncontrollable Circumstances, or (iii) any breach, failure, non-performance, non-compliance or inaccuracy in any of the representations, warranties, obligations, covenants or responsibilities due to or arising, directly or indirectly, from any act or omission by the Contractor, its officials, agents, employees, representatives or independent contractors or Subcontractors.

“Contractor Insurance” means the insurance requirements of the Contractor specified in Schedule D hereto.

“Contractor’s Authorized Representative” shall mean the [_____] of the Contractor.

“Contractor’s Designated Personnel” means the employees of Contractor as set forth in Exhibit A.

“Convenience Termination” shall have the meaning set forth in Section 9.1(c).

“Cost Substantiation” or “Cost Substantiated” means any cost reasonably incurred or to be incurred by the Contractor which is directly or indirectly chargeable in whole or in part to the Owner hereunder, delivery to the Owner of a certificate signed by an authorized officer of the Contractor, setting forth the amount of such cost and the provisions of this Agreement under which such cost is properly chargeable to the Owner, stating that such cost is a fair market price for the service or materials supplied or to be supplied and that such services and materials are reasonably required pursuant to this Agreement, and accompanied by copies of such documentation as shall be necessary to reasonably demonstrate that the cost as to which Cost Substantiation is required has been or will be paid or incurred. Any Cost Substantiation required with respect to costs reasonably incurred by the Contractor which are directly or indirectly chargeable in whole or in part to the Contractor hereunder shall include similarly detailed information, and shall be certified by an authorized officer of the Contractor.

“Cure” means any repair, replacement, change, modification, reconstruction, remedy or correction to the performance of the Services under this Agreement.

“Damages” means any and all debts, claims, suits, demands, actions, causes of action, charges, impositions, obligations and other liabilities (whether absolute, accrued, mature or unmatured, contingent, fixed or otherwise, or whether known or unknown, or due or to become due or otherwise, or which are, have been or may be made, brought, issued or awarded at law or in equity, or under or in connection with any administrative rule or proceeding, in any forum),

diminution in value, monetary damages, fines, fees, liens, executions, penalties, interest, interest obligations, deficiencies, injunctive and/or declaratory relief, losses, judgments, orders, decrees, costs, expenses (including amounts paid in settlement, interest, court costs, costs of investigators, fees and expenses of attorneys, accountants, financial advisors and other experts, and other expenses of litigation, including without limitation, Fees-And-Costs), and any and all costs incurred by the Owner for the purchase of similar services to cover any default by the Contractor.

“DBE” means a disadvantaged business enterprise that is owned and operated by socially and economically disadvantaged individuals who are of good character and citizens of the United States and that satisfies the requirements of the EPA’s DBE program contained within 40 CFR Part 33, as modified by various memoranda and exceptions issued by the EPA.

“Designated Representative” means a person identified by the Owner, Contractor or the parties’ Subcontractors or subcontractors as authorized to make decisions on their behalf with respect to the Project including, but not limited to, the Contractor’s Authorized Representative and the Owner’s Authorized Representative.

“Deliverables” means Instruments of Service and other documentation, including those in electronic form, that are to be created, prepared or produced by the Contractor or its Subcontractors and furnished to the Owner in performance of the Services or part of the Services as specified in this Agreement.

“DOL” means the United States Department of Labor.

“Drawings” means plans, elevations, sections, details, schedules, diagrams, and all other graphic or pictorial depictions of the design, location and dimensions of the Project.

“EPA” means the United States Environmental Protection Agency.

“EPA Grant” means the grant awarded to the Owner by the EPA by notice dated December 18, 2024.

“EPA Grant Agreement” shall have the meaning set forth in Section 3.2(m).

“Event of Default” means, with respect to the Contractor, those items specified in Section 8.3 and with respect to the Owner, those items specified in Section 8.4.

“Extra Services” means such additional Services as ordered by the Owner beyond the scope of this Agreement to the extent that such Services will not be reflected in the lump sum fee payment specified in this Agreement. Such Services as shall supersede or revise completed Services that has been accepted in writing by the Owner. Changes in Services to effect refinements in the designs and Services made necessary by errors, omissions, oversight or neglect on the part of the Contractor, will not be considered Extra Services.

“Federal Bankruptcy Code” shall mean Title 11 of the United States Code, as amended from time to time.

“Fee” means the fees for the Services as described in Section 7.1(a).

“Fees-And-Costs” means reasonable fees and expenses of attorneys, expert witnesses, consultants and other persons, and costs of transcripts, printing of briefs and records on appeal, copying and other reimbursed expenses, and expenses reasonably incurred in connection with any Legal Proceeding.

“FOIA” shall have the meaning set forth in Section 5.2(c).

“Good Industry Practices” means those methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally accepted as good in the consulting and strategic planning industry, as it relates to the maritime industry.

“Governmental Approval” means all Permits, authorizations, consents, certifications, exemptions, registrations, rulings and entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any Person with respect to the Agreement.

“Governmental Body” means any local, city, county, regional, state or federal legislative, executive, judicial or other governmental body, agency, board, bureau, authority, administration, commission, department, court or other body, or any official employee or agent thereof having jurisdiction, including, but not limited to, the EPA.

“Initial Term” has the meaning set forth in Section 9.1.

“Insurance Requirement” means any rule, regulation, code, or requirement issued by any fire insurance rating bureau or anybody having similar functions or by any insurance company which has issued a policy of Contractor Insurance under this Agreement, as in effect during the Term, compliance with which is a condition to the effectiveness of such policy.

“Instruments of Service” means any tangible services product, including those in electronic form and reproductions of such tangible services product, prepared by the Contractor or its Subcontractors for the Project, including without limitation Intellectual Property, sketches, electronic data, preliminary drawings, outline specifications, calculations, studies, reports, analyses, models, and renderings.

“Intellectual Property” means all:

- (1) software (in any form including source code and executable or object code);
- (2) patents, patent applications, patent disclosures and all related continuation, continuation-in-part, divisional, reissue, reexamination, utility model, certificate of invention and design patents, patent applications, registrations and applications for registrations;
- (3) trademarks, service marks, trade dress, Internet domain names, logos, trade names and corporate and company names and registrations and applications for registration thereof;
- (4) copyrights and registrations and applications for registration thereof;

- (5) mask works and registrations and applications for registration thereof;
- (6) computer software, data and documentation;

(7) inventions, know-how, trade secrets and confidential business information, whether patentable or nonpatentable and whether or not reduced to practice, know-how, manufacturing and product processes and techniques, research and development information, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information;

(8) any rights analogous to those set forth in the preceding clauses and any other proprietary rights relating to intangible property anywhere in the world, including but not limited to all Intellectual Property rights in and to algorithms, application program interfaces, customer lists, databases, schemata, data collections, design documents and analyses, diagrams, documentation, domain names, drawings, formulae, literary works, maps, marketing plans and collateral, methodologies, network configurations, architectures, topologies and topographies, processes, program listings, programming tools, protocols, sales data, schematics, specifications, subroutines, user interfaces, web sites, works of authorship, and other forms of technology (whether or not embodied in any tangible form and including all tangible embodiments of the foregoing such as blueprints, compilations of information, instruction manuals, notebooks, prototypes, reports, samples, studies, and summaries);

(9) other proprietary rights relating to any of the foregoing (including remedies against infringements thereof and rights of protection of interest therein under the laws of all jurisdictions); and

- (10) copies and tangible embodiments thereof.

“Legal Entitlement” means all permits, licenses, registrations, approvals, authorizations, consents, certifications, exemptions, rulings or entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any Person with respect to the Services.

“Legal Proceeding” means every action, suit, litigation, administrative proceeding, and other legal or equitable proceeding arising out of the obligations of the Parties under this Agreement.

“Lien” means any and every lien against any monies due or to become due from the Owner to the Contractor under this Agreement, for or on account of the Services, including without limitation mechanics’, materialmen’s, laborers’ and lenders’ liens.

“Notice of Non-Compliance” shall mean a written notice from the Owner and/or Governmental Body to the Contractor and/or Subcontractor detailing one or more violations of the Contract Standards.

“Not To Exceed (NTE) Fees” means portions of the Fee described in Section 7.1(b).

“Official Notice” shall mean notice construed to include but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the Party(ies) as well as any document(s) provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this “Official Notice” specification is contained.

"OPM" means the United States Office of Personnel Management.

"Orsted" means Orsted Wind Power North America LLC.

“Owner” means Connecticut Port Authority, a quasi-public agency of the State and a state contracting agency, until July 1, 2026, for the purposes of Chapter 62 of the Connecticut General Statutes, as amended from time to time.

“Owner Indemnified Parties” has the meaning set forth in Section 10.4.

“Owner’s Authorized Representative” shall mean the Executive Director of the Owner.

“Permits” means any and all permits, licenses, approvals, certificates of public convenience as necessary, franchises or authorization that must be issued by any Governmental Body having jurisdiction thereof to legally enable the Contractor to carry out the Services and the Owner to own the Project.

“Person” shall mean any individual, firm, corporation, general or limited partnership, company, limited liability company, trust, joint venture, union, estate, organization, association, federal, state, local or foreign government, court of competent jurisdiction, administrative agency or commission or other Governmental Body or instrumentality or self-regulatory authority, or any other similar entity.

“Personal Information” shall have the same meaning as “Confidential information”, as set forth in Connecticut General Statute §4e-70(4), as may be amended from time to time. Without limiting the foregoing, Personal Information shall also include any information that the Owner classifies as “confidential” or “restricted.” Personal Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

“Project” means the entire project contemplated by the Owner pursuant to this Agreement which includes without limitation the Services, other professional services and any related services by the Contractor and others retained by the Contractor.

“Project Site” means the buildings, premises and spaces on which any portion of the Services for the Project is performed or used for the performance, or in support of the performance, of any portion of such Services required under this Agreement.

“Proposal” shall have the meaning set forth in Section 4.1(a).

“Reimbursable Expenses” means the costs identified in Section 7.1(c) all subject to Cost Substantiation.

“Renewal Term” has the meaning set forth in Section 9.1.

“Services” means any and all activities, services, extra services, efforts and actions required of the Contractor under this Agreement including without limitation those set forth in Schedule A hereto, including those that are reasonably necessary to produce the Deliverables required herein, except to the extent specifically indicated in this Agreement to be the responsibility of others. A reference to “Services” shall mean “any part and all of the Services” unless the context otherwise requires.

“Set-Aside Program” shall have the meaning set forth in Section 10.12.

“State” means the State of Connecticut.

“Subcontract” means an agreement between the Contractor and a Subcontractor, or between two Subcontractors, as applicable.

“Subcontractor(s)” means every person or entities (other than employees of the Contractor) employed or engaged by the Contractor or any person directly or indirectly in privity with the Contractor (including every sub-subcontractor of whatever tier) to provide any portion of the Services under this Agreement, whether for the furnishing of labor, materials, equipment, supplies, services, or otherwise.

“Subcontractor Costs” means payments made by the Contractor to the Subcontractor in accordance with agreements awarded with authority and approval of the Owner.

“Subaward” means an award by the Owner as a pass-through entity as defined by 2 CFR 200.74 to Orsted as a subrecipient as defined by 2 CFR 200.92 for Orsted to contribute to the goals and objectives of the EPA Grant.

“Subaward Agreement” means an agreement consistent with the criteria in 2 CFR 200.331 by and between the Owner and Orsted in furtherance of the goals and objectives of the EPA Grant.

“Task(s)” means those segments of the Project that the Contractor or its Subcontractors require to be satisfactorily completed pursuant to this Agreement and the attached “Scope of Services” in Schedule A.

“Tax” means any tax, fee, levy, duty, impost, charge, surcharge, tax equivalent, withholding, assessment, or other governmental charge or deficiency thereof, or any payment in lieu thereof, and any related interest, penalties, fines or additions to any such items.

“Term” has the meaning set forth in Section 9.1.

“Uncontrollable Circumstances” means any act, event or condition that is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement, and that materially interferes with or materially increases the cost or time required for performing its obligations hereunder (other than payment obligations), to the extent that such act, event or condition is not

the result, in whole or in part, of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this Agreement on the part of such Party.

Inclusions. Subject to the foregoing, Uncontrollable Circumstances shall include the following:

- (a) Naturally occurring events (except weather conditions normal for the northeast region of the United States) such as landslides, underground movement, earthquakes, fires, tornadoes, floods, and epidemics;
- (b) Explosion, sabotage or similar occurrence, acts of a declared public enemy, extortion, war, terrorism, blockade or insurrection, riot or civil disturbance; or
- (c) Acts of terror of a public enemy.

Exclusions. It is specifically understood that none of the following acts or conditions shall constitute Uncontrollable Circumstances, and shall not entitle the Contractor to any price, fee, schedule or other adjustments or relief hereunder:

- (a) general economic conditions, interest or inflation rates, or currency fluctuation;
- (b) changes in the financial condition of the Contractor or any of its Affiliates or any Subcontractor affecting its ability to perform its respective obligations;
- (c) the consequences of error, neglect or omissions by the Contractor or any of its employees, agents, Subcontractors, suppliers or Affiliates in the performance of the Services;
- (d) the failure of any Subcontractor (other than to the extent due to Uncontrollable Circumstances) to furnish labor, services, material, supplies or equipment on the dates agreed to;
- (e) strikes, work stoppages, or other labor disputes or disturbances;
- (f) union or labor work rules, requirements or demands which have the effect of increasing the cost or burden to the Contractor or any Subcontractor of performing the Services;
- (g) any increase for any reason in premiums charged by the Contractor's insurers or the insurance markets generally for the Contractor Insurance;
- (h) economic infeasibility;
- (i) any event reasonably foreseeable on the Agreement Date;
- (j) a change in Applicable Law pertaining to Tax;
- (k) any change in Applicable Law the terms and conditions of which do not impose more stringent or burdensome requirements on the Contractor than are imposed by the terms and provisions of this Agreement;

(l) any impact of prevailing wages, laws or rates on the Contractor's or its Subcontractors' costs with respect to wages and benefits;

(m) any act, event or circumstance to the extent that it would not have occurred if the affected party had complied with its obligations hereunder; or

(n) Change in Law.

"Utilities" means any and all utility services and installations whatsoever (including gasoline, diesel, fuel oil/propane, water, sewer, telephone and electricity), excluding Owner telephone services.

Section 1.2 Interpretation. All Parties acknowledge and agree that this Agreement has been freely negotiated and that in any dispute over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there shall be no presumption whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof. In this Agreement, unless the context otherwise requires:

(a) References Hereto. The terms "hereby," "hereof," "herein," "hereunder" and any similar terms refer to this Agreement.

(b) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(c) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(d) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) Entire Agreement. This Agreement contains the entire agreement between the Parties hereto with respect to the transactions contemplated by this Agreement and supersedes all oral or written agreements, negotiations, correspondence, documentation, and statements made before its acceptance and execution. Nothing in this Agreement is intended to confer on any person other than the Parties and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.

(f) Conflicts in Obligations and Standards. In the event of a conflict between any provisions of this Agreement (including the Schedules/Exhibits hereto) imposing any requirement, obligation, standard or guarantee on the Contractor, the higher or more stringent requirement, obligation, standard or guarantee shall apply. As used herein, the "most stringent" shall mean the applicable Contract Standards that are most beneficial to the Owner. The Parties shall resolve all issues of interpretation not related to stringency by submitting any such dispute to a state or federal court sitting in Hartford County, Connecticut in accordance with Section 10.31.

(g) References to Days. All references to days herein are to calendar days, including Saturdays, Sundays and holidays, except as otherwise specifically provided. In the event that any time period herein ends on a day that is not a business day, the time period shall be extended to the next business day thereafter.

(h) Counterparts. This Agreement may be executed in any number of original counterparts, including by way of facsimile or other electronic transmission, each of which shall be enforceable to the same extent as an original. All such counterparts shall constitute but one and the same Agreement.

(i) Applicable Law. This Agreement shall be governed by and construed in accordance with the applicable laws of the State of Connecticut, and disputes between the Parties shall be handled in the manner provided in Section 8.8.

(j) Severability. If any clause, provision, subsection, Section or Article of this Agreement shall be ruled invalid by any court of competent jurisdiction, then the Parties shall: (i) promptly meet and negotiate a substitute for such clause, provision, subsection, Section or Article which shall, to the greatest extent legally permissible, effect the intent of the Parties therein; (ii) if necessary or desirable to accomplish item (i) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and (iii) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (i) and (ii) above to effect the intent of the Parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist.

ARTICLE II

CONDITIONS PRECEDENT

Section 2.1 The Contractor.

As of or prior to the execution and delivery of this Agreement, the Contractor shall have delivered to the Owner:

(a) a certified copy of the resolutions of the manager(s) and member(s) of the Contractor approving the execution and delivery of this Agreement;

(b) certificates of incumbency for the officers of the Contractor executing this Agreement; and

(c) such other certificates and documentation as the Owner shall reasonably request in connection with the execution, performance and delivery of this Agreement and the transactions contemplated thereby.

Section 2.2 The Owner.

As of or prior to the execution and delivery of this Agreement, the Owner shall have delivered to the Contractor:

- (a) certified approval of this Agreement;
- (b) a certificate of incumbency for the officers of the Owner executing this Agreement; and

Section 2.3 Conditions to Obligations of Each Party.

The respective obligations of each of the parties hereto at the Agreement Date are subject to the fulfillment to their reasonable satisfaction of the following conditions precedent (or mutual written waiver thereof) on or before the Agreement Date:

- (a) Consummation of the transactions contemplated hereby shall not have been prohibited by any order, decree or judgment of any United States court, governmental agency, or other regulatory agency or commission having competent jurisdiction.
- (b) There shall not have been promulgated, entered, issued or determined to be applicable to this Agreement any law, regulation, order, judgment or decree making the providing of the Services as contemplated hereby illegal.
- (c) No action, suit, or proceeding before any court or any Governmental Body, pertaining to the transactions contemplated by this Agreement or to its consummation, shall have been instituted or threatened in writing.
- (d) copies of certificates of insurance required pursuant to Schedule D hereof.
- (e) The Contractor shall prepare and provide to the Owner all information regarding its Subcontractors, if any, for the Services required to be provided pursuant to Section 10.11, to the extent such Subcontractors have been identified prior to the Agreement Date.
- (f) The Contractor shall provide to the Owner a copy of all Legal Entitlements and Permits necessary for Contractor and its Subcontractors to perform their respective obligations pursuant to the terms and provisions of this Agreement.
- (g) The Contractor shall deliver to Owner such other certificates and documentation as the Owner shall request in connection with the execution, performance and delivery of this Agreement and the transactions contemplated thereby.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of the Owner. The Owner represents and warrants to the Contractor that:

(a) Existence and Powers. The Owner is a quasi-public agency of the State, and, pursuant to the Act, a state contracting agency, for the purposes of Chapter 62 of the Connecticut General Statutes, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(b) Due Authorization and Binding Obligation. The Owner has duly authorized the execution and delivery of this Agreement. This Agreement has been duly executed and delivered by the Owner and constitutes a legal, valid and binding obligation of the Owner, enforceable against the Owner in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(c) No Conflict. Neither the execution nor the delivery by the Owner of this Agreement nor the performance by the Owner of its obligations hereunder nor the consummation by the Owner of the transactions contemplated hereby (i) conflicts with, violates or results in a breach of any Applicable Law, or (ii) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which the Owner is a party or by which the Owner or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(d) No Litigation. There is no action, suit or other proceeding as of the Agreement Date, at law or in equity, before or by any court or Governmental Body, pending or, to the Owner's knowledge, threatened against the Owner which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the execution or delivery of this Agreement or the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by the Owner in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the Owner of its obligations hereunder or under any such other agreement or instrument.

(e) No Legal Prohibition. The Owner has no knowledge of any Applicable Law in effect on the date as of which this representation is being made which would prohibit the performance by the Owner of this Agreement and the transactions contemplated hereby.

Section 3.2 Representations and Warranties of the Contractor. The Contractor hereby represents and warrants to the Owner that:

(a) Existence and Powers. The Contractor is duly organized and validly existing as a [corporation] under the laws of the State of Connecticut, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(b) Due Authorization and Binding Obligation. The Contractor has duly authorized the execution and delivery of this Agreement. This Agreement has been duly executed and delivered by the Contractor and constitutes the legal, valid and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(c) No Conflict. Neither the execution nor the delivery by Contractor of this Agreement nor the performance by Contractor of its obligations hereunder (i) conflicts with, violates or results in a breach of any of the terms of the certificate of incorporation or partnership agreement of Contractor or any Applicable Law, (ii) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the certificate of incorporation of Contractor) or instrument to which Contractor is a party or by which Contractor, or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument, (iii) will result in the creation or imposition of any Liens or encumbrance of any nature whatsoever upon any of the properties or assets of Contractor or the Owner, or (iv) conflict with, or result in or constitute a default under or breach or violation of or grounds for termination of, any Permits or other Legal Entitlements to which the Owner, Contractor, or an Affiliate is a party or by which the Owner, Contractor, or an Affiliate may be bound, or result in the violation by Contractor or its Affiliates of any Applicable Law to which Contractor or its Affiliates or any assets of Contractor or an Affiliate may be subject, which would materially adversely affect the transactions contemplated herein. No Governmental Approval or Legal Entitlement or other authorization, consent or approval of, notice to, or filing with, any other Person is necessary in connection with the execution, delivery and performance by Contractor of this Agreement, as applicable.

(d) No Litigation. There is no action, suit or other proceeding as of the Agreement Date, at law or in equity, before or by any court or Governmental Body, pending or, to the Contractor's best knowledge, threatened against the Contractor or its officers or directors which is or reasonably could be expected to result in an unfavorable decision, ruling or finding which would materially and adversely affect the execution or delivery of this Agreement or the validity or enforceability of this Agreement or any other agreement or instrument entered into by the Contractor in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the Contractor of its obligations hereunder or by the Contractor under any such other agreement or instrument.

(e) No Legal Prohibition. The Contractor has no knowledge of any Applicable Law in effect on the date as of which this representation is being made which would prohibit the performance by the Contractor of this Agreement and the transactions contemplated hereby.

(f) No Collusion. Neither the Contractor nor any Affiliate of the Contractor has employed or retained any Person, other than a bona fide full time salaried employee working solely for the Contractor to solicit or secure this Agreement, and neither the Contractor nor any Affiliate of the Contractor has paid or agreed to pay any Person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the Contractor) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. For any breach or violation of this Section 3.2(f), without limiting any other rights or remedies to which the Owner may be entitled or any civil or criminal penalty to which any violator may be liable, the Owner shall have the right, in its discretion, to terminate this Agreement without liability, or otherwise to recover the full amount of such fees, commission, percentage, gift or consideration.

(g) Compliance With Law. The Contractor is presently in compliance in all material respects with all Applicable Law, and to the best of the Contractor's knowledge, no event

has occurred which would constitute reasonable grounds for a claim that such non-compliance has occurred or is occurring.

(h) Related Parties. No officer, director or agent of the Contractor is an employee of the Owner and, to the best of the Contractor's knowledge, no Owner employee owns, directly or indirectly, any interest in the Contractor or any of its Affiliates.

(i) Debt. The Contractor is not in arrears upon any debt nor in default of any obligation owed to the Owner. The Contractor has not nor have any of its Affiliates filed, nor have creditors of the Contractor filed, any type of proceeding under the United States Bankruptcy Code. As of the Commencement Date, there has been no material adverse change in the Contractor's financial condition which would impair the Contractor's ability to perform its obligations under this Agreement. After the Commencement Date, the Contractor shall immediately report to the Owner any material adverse change in its business.

(j) Licenses and Permits. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not result in the revocation, cancellation, suspension, modification, or limitation of any of the Permits and will not give any Person any right to revoke, cancel, suspend, modify, or limit any of the Permits. Renewal of each of the Permits has been or shall be timely applied for and obtained to the extent required under Applicable Law, and to the extent appropriate to protect renewal rights thereunder. To the knowledge of Contractor, there is no fact or event which reasonably would be expected to prevent the renewal of any of the Permits under Applicable Law or which, with the passage of time or the giving of notice or both, would reasonably be expected to constitute a violation of the terms of any of the Permits, Applicable Law or of any applications or agreements made in connection therewith. No action or proceeding is pending or, to the knowledge of Contractor, threatened which could result in the revocation, cancellation, suspension, modification, or limitation of any of the Permits.

(k) Representations and Warranties. No statement, representation or warranty by the Contractor in this Agreement, including the attachments and schedules hereto, contains any untrue statement of material fact, or, to the best of the Contractor's knowledge, omits to state any material fact, necessary to make such statements, representations and warranties not misleading.

(l) Proposal. The Contractor's representations in its Proposal, during the interview process, and as published in any marketing materials furnished to the Owner as to its expertise and experience are material representations upon which the Owner has relied and the Contractor hereby affirms those representations as part of this Agreement.

(m) EPA Compliance. The Contractor agrees to comply with the terms and provisions, as applicable, in the EPA Grant Agreement, dated December 18, 2024, including, the Administrative Conditions, Programmatic Conditions and General Terms and Conditions of the EPA in effect as of the date of this Agreement, all which are attached hereto as Exhibit H (collectively, the "EPA Grant Agreement") and incorporated into and made fully part of this Agreement. To the extent that any term or provision of this Agreement conflicts or is in any way inconsistent with any term or provision in the EPA Grant Agreement, the EPA Grant Agreement controls and shall apply and the conflicting term or provision shall not be given effect. To the

extent applicable, the Contractor further agrees to assist the Owner in its compliance with the terms and provisions contained in the EPA Grant Agreement.

ARTICLE IV

SERVICES PERIOD

Section 4.1 Scope of Services. The purpose and scope of this Agreement is to provide for the undertaking and the successful completion of all Services, Deliverables and Tasks assigned to the Contractor as set forth in accordance with the standards and requirements of this Article and in the “Scope of Services” of this Agreement, specified in Schedule A. Any revisions of additions to or deletion from the Services, Deliverables and Tasks specified in Schedule A, shall be in a written supplemental agreement executed by each of the Parties.

(a) Contractor’s Proposal. Only the descriptions in the Contractor’s proposal dated [] (the “Proposal”), attached hereto as Schedule A, that specifically relate to the scope of the Contractor’s Services and the compensation related to those Services are incorporated into and made a part of this Agreement, provided that no other terms or provisions in the Proposal shall be incorporated into this Agreement or be given any force or effect. This Agreement otherwise overrides any other terms and conditions in the Proposal. To the extent that this Agreement conflicts or is in any way inconsistent with any term or provision in the Proposal, this Agreement controls and shall apply and the conflicting term or provision shall not be given effect.

(b) Time of Performance. The Contractor shall submit all Services stipulated in Schedule A of this Agreement within the time frame set forth therein, commencing from the date stipulated by the Owner in a formal notice to proceed, the Parties acknowledging and agreeing that time is of the essence in the performance of the Services by Contractor hereunder. The Contractor shall perform the Services in strict accordance with the Preliminary Schedule, attached hereto as Schedule B, and the overall Project schedule, if any, as furnished and updated by the Owner.

(c) Extension of Time. The Owner may, in its sole and absolute discretion, extend the allotted time beyond the period specified above when the Services have been delayed by unforeseeable circumstances beyond the control of the Contractor. The Contractor may present to the Owner, in writing, requests for extension of allotted time that demonstrate actual impact to the critical path of its scheduled Services. The Owner will evaluate such requests and if the Owner determines such requests are based on valid grounds shall in the sole and absolute discretion of the Owner, grant such extension of time for such reasonable period for completion of the Services as the Owner deems, in the sole and absolute discretion, warranted. All requests for extension of time must be submitted within forty-eight (48) hours from the first occurrence of any event of delay and submitted prior to the time that the Contractor is in any default under the Agreement. Decisions made by the Owner relative to the granting of extension of time, if any, shall be final and binding.

(d) Additional Charges. The Contractor agrees that no charges or claim for Damages or additional compensation shall be made for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services specified in Schedule A of this Agreement. Contractor’s sole remedy for such delays or hindrances, if any, shall be an extension

of time, (described above), for such reasonable period as the Owner may determine, it being understood, however, that the permitting of the Contractor to proceed to complete any Services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Owner of any of its rights herein.

Section 4.2 Extra Services.

(a) Additional Services. The Contractor shall make any revisions, additions, deletions, modifications, corrections, substitutions, or changes to the plans as may be ordered by the Owner or any of its duly authorized representatives at any time during the life of this Agreement. No additional payment will be made for such revisions, additions, deletions, modifications, corrections, substitutions, or changes to the plans, unless such changes constitute Extra Services.

(b) Documentation of Extra Services. In the event that changes in the Contractor's proposed project are suggested which, in the opinion of the Contractor, would result in Extra Services, the Contractor shall immediately submit complete written documentation of the claim and upon the Owner's concurrence shall submit a written estimate of the cost for the Extra Services and refrain from performing such changes in the Services the Owner reviews and approves the claim, or proceed otherwise if specifically directed by the Owner. If approval is denied, the Contractor shall continue to perform the original Services without delay and payment will be made according to the terms of this Agreement. No Services, other than that for which a claim is being reviewed, shall be delayed pending a decision of the Owner.

(c) Claim for Extra Services. Unless the Contractor identifies, and the Owner acknowledges, Extra Services prior to its performance, the Owner will not be obligated to consider Extra Services after the fact.

(d) Payment for Extra Services. Classification of any Services as Extra Services, and also the method of evaluation of the amount of fee to be paid for such Extra Services, shall be the function of the Owner in its sole and absolute discretion, and the Owner's decision shall be final and binding. Where the extent and cost of Services to be performed can be determined in advance with reasonable accuracy, a mutually agreed upon lump sum fee may be the basis for payment. If the Owner finds that the extent and cost of Services to be performed cannot be determined in advance with reasonable accuracy, the payment for Extra Services shall be determined on the basis of the cost to the Contractor for performing such Extra Services subject to Cost Substantiation, according to the provision of Schedule B.

(i) The cost for Extra Services shall be segregated by the Contractor to facilitate audit at a later date by the Owner.

Section 4.3 Change in Services.

(a) General. The Owner may, without invalidating this Agreement, add, delete, modify or alter the Project or the Services. Any additions, deletions, alterations, revisions, modifications, substitutions, or changes to Services may go beyond the general scope of the Agreement and include subsequent related Services not originally contemplated in Schedule A.

The Contractor shall not undertake any addition, deletion, modification or alteration in the Services without an executed Change in Services as provided in this Article.

(b) Change in Services. A Change in Services constitutes a final settlement by the Contractor of all matters relating to the change that is the subject of the Change in Services, including any and all Damages, and all direct and indirect costs associated with such change and any and all adjustments in Fee, Reimbursable Expenses, schedule and time for performance.

(c) Compensation for Changes. Before commencing any services for which a Change in Services will be requested, the Contractor shall provide the Owner with a written proposal to provide such services on the basis of a fixed fee or, if the scope of the change cannot be sufficiently determined, on the basis of the Contractor's hourly rates plus Subcontractor Costs up to an NTE Fee (as set forth in Section 7.1(b)). Upon receipt of the Contractor's written proposal, the Owner may, in its sole and absolute discretion, accept the requested change by issuing a Change in Services to the Contractor or reject the requested change and require the Contractor to proceed with the Services as designated by the Owner.

(d) Continuing Performance. Pending issuance of a Change in Services, the Contractor shall proceed diligently with performance of the Services and its other contractual obligations.

Section 4.4 Reduction or Extension of Services. The Owner may limit, reduce, or extend any Services proposed by the Contractor, or at Owner's option, specify the extent and details of the Services, perform any or all of the Services by any other means as the Owner may desire, with a corresponding decrease in the lump sum fee or an increase approved as Extra Services.

Section 4.5 Reduction in Scope of Services. The Contractor agrees that should the scope of the Services under this Agreement be reduced, it will be reflected in the fees noted in applicable schedules, through negotiations, without requiring a supplemental agreement.

Section 4.6 Project Schedule and Timing of Services.

(a) Schedule. The Contractor shall commence the Services on the Commencement Date of this Agreement, and shall perform the Services in strict accordance with the schedule set forth in Schedule A, as furnished and updated by the Owner. Time is of the essence in the performance of the Services by the Contractor under this Agreement.

(b) Acceleration. The Owner may accelerate the Services for any reason, whether or not the Contractor's performance is in accordance with the schedule then in effect pursuant to this Article. If the Contractor performance is timely and the Owner accelerates the Services, the Contractor's compensation shall be adjusted by a Change in Services, provided that the Contractor has complied with this Agreement in seeking such a change.

(c) Delays. If the Contractor or its Subcontractors are delayed at any time in the commencement or performance of the Services by any wrongful act or neglect of the Owner or others retained by the Owner, by changes or suspensions ordered in the Services or by unforeseeable circumstances beyond the control of the Contractor or its Subcontractors and

without their fault or negligence in whole or in part, then to the extent that the Contractor demonstrates schedule ramifications and actual impact to the critical path of its scheduled Services, the Time for performance will be equitably adjusted by a Change in Services, provided that the Contractor has complied with this Agreement in seeking such a change.

(d) Change in Services. Any request for a Change in Services based on delay shall include an impact study detailing specific activities affected by such delay.

(e) Adjustment for Delays. The Contractor and its Subcontractors of all tiers shall not be entitled to any adjustment in Time for delays that they could have reasonably avoided or mitigated.

ARTICLE V

CONTRACTOR'S PERFORMANCE OF SERVICES

Section 5.1 Obligations of the Contractor. The Contractor covenants and agrees that it shall:

(a) Designated Personnel. In carrying out its responsibilities under this Agreement, the Contractor shall use skilled employees with proven experience in projects of comparable size and complexity. The Consultant agrees to use its best skill and judgment at all times to provide the Services in furtherance of the Owner's overall Project goals. The Consultant shall perform the Services expeditiously in accordance with the expertise, care and skill exercised by nationally recognized electrical, civil and structural engineers practicing in the same locality, under the same or similar circumstances, on projects of similar size and complexity and shall at all times advance the orderly progress of the Project. Attached as Exhibit A are the Contractor's Designated Personnel, including its Designated Representative for this Project, together with a statement of their training and experience, all of whom must be approved by the Owner. The Contractor's Designated Representative shall have full authority to accept instructions, make decisions, communicate for and act on behalf of the Contractor at all times.

(1) The Contractor represents that its Designated Personnel are committed to performing as Designated Personnel for the entire duration of the Project. The Contractor will not change these Designated Personnel or their responsibilities without the Owner's prior written consent.

(2) If, at any time, any of the Designated Personnel are not satisfactory to the Owner, the Contractor shall, if requested by the Owner, remove and replace such personnel with another person acceptable to the Owner. In the event that one or more of the Contractor's Designated Personnel leave the service of the Contractor or must be replaced for any reason, such replacement personnel shall be subject to the Owner's interview and acceptance, such acceptance being at the sole and absolute discretion of the Owner.

(b) Progress Reports. Monitor the progress of the Services performed and submit to the Owner a progress report showing the percentage of the Project completed, based on the negotiated monetary value for the Project. The percentages agreed upon by the Owner and the Contractor shall be used in the progress report submitted every calendar month and shall be binding

upon the Contractor, unless actual delays and reasonably anticipated delays prevent the Services from being completed and such Services are adjusted pursuant to the terms of this Agreement and at the sole discretion of the Owner. Said progress reports shall be subject to examination and approval of the Owner.

(c) Invoices. Submit to the Owner invoices for payment subject to the terms of ARTICLE VI.

(d) Conferences. Attend, make presentations and participate in meetings as the Owner may direct, for consultation and review of data upon request of any party having direct concern with the Project, or before such public and private boards, commissions, committees and Governmental Bodies to discuss details, review designs, provide comments, recommendations and progress reports, and obtain approvals for the Project. The Contractor shall assist the Owner in the preparation of documentation, records, and submissions required by Governmental Bodies or the Owner.

(e) Entry Upon Private Property. Obtain permission to enter upon private property as an agent of the Owner, from all owners or occupants of property involved in the Project when such entry by the Contractor is required in order to perform its Services under this Agreement and to complete the Project.

(f) Entry Subject to Security. Assume responsibility for obtaining all necessary Permits that may be required and obtain clearance for entry onto any properties subject to security regulations.

(g) Review of Services. Permit the Owner to review at any time, all Services performed under the terms of this Agreement at any stage of the Project.

(h) Responsibility for Accuracy of Services. Assume full responsibility for the accuracy of all products of its Services under this Agreement including any supplements thereto.

(i) Relationship with Others. Cooperate fully with all representatives of all allied disciplines involved, including, but not necessarily limited to, other Contractors, State personnel, municipalities, officials, public utility companies and others having information on this project; attend such meetings, discussions, hearings as may be requested from time to time by the Owner to effectuate this cooperation; and comply with all directives given by the Owner.

(j) Utilities. At its own cost and expense, provide and maintain all Utilities necessary to perform the Services without reimbursement from the Owner.

(k) Maintenance And Repair. At its own cost and expense, be responsible for the maintenance and repair of all equipment owned or leased by the Contractor and used in connection with the Services.

(l) Licensure/Permitting. Obtain and hold, or employ persons or entities holding, such valid licenses or registrations if any Governmental Body requires licenses or registrations for the performance of the Services.

Section 5.2 Information.

(a) Information from Others. The Contractor shall obtain information pertinent to the completion of the Project such as maps, plans, photographs, demographic and environmental data, and documents from other consultants, municipalities, local authorities or other sources having information on the Project. At the earliest possible date but in no event after the Contractor commences performing its Services, the Contractor shall provide the Owner with a list of information or documentation required from the Owner that is necessary for the performance of the Services. The Contractor shall gather available documents from the Owner's identified record storage location(s) and shall assemble, review and coordinate it with data furnished by the Owner. Documents to be furnished by the Owner are set forth in Section 6.3 herein.

(b) Access to Data for State Auditors. The Contractor shall, pursuant to Connecticut General Statute §4e-72 and the Act, provide the Owner access to any data, as defined in Connecticut General Statute § 4e-1, concerning this Agreement and the Owner that are in the possession or control of the Contractor upon demand and shall provide the data to the Owner in a format prescribed by the Owner and the State Auditors of Public Accounts at no additional cost.

(c) Access to Data under FOIA/ Governmental Function. Contractor acknowledges that the Owner must comply with the Freedom of Information Act, Connecticut General Statutes §§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by Connecticut General Statute § 1-210(b). In accordance with Connecticut General Statute § 1-218, if the amount of this Agreement exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in Connecticut General Statute §1-200(4) and (11), the Owner is entitled to receive a copy of the records and files related to the Contractor's performance of the governmental function, which may be disclosed by the Owner pursuant to the FOIA. *[*note that this Section only applies to contracts valued at \$2,500,000 or greater AND where the Contractor performs a governmental function]*

(d) Audit of Books and Records. The Contractor shall prepare and maintain proper, accurate and complete books, records and accounts concerning the implementation of this Agreement and regarding the Services to the extent necessary, for a period of not less than three (3) years from the date of the final payment under this Agreement, in order to (i) to verify data with respect to any operations or transactions in which the Owner has a financial or other material interest hereunder, (ii) to substantiate any payment, including any payment related to an Uncontrollable Circumstance or which is subject to Cost Substantiation, and (iii) to prepare any report required pursuant to Applicable Law.

(i) The Owner or its designee shall have the right to access, make inspections pursuant to Connecticut General Statute § 4e-29, perform audits pursuant to Connecticut General Statute § 4e-30, and review all the Contractor's and Subcontractors' documents, data, books, records, accounts, bills, expenses, and files, electronic or otherwise, at any reasonable time during or after completion of the Services and request, upon reasonable notice and demand to the Contractor, any such books and records if required under Applicable Law, to support any Owner litigation, to substantiate an Uncontrollable

Circumstance claim from the Contractor or to substantiate any payment whether or not subject to Cost Substantiation.

(ii) The Owner and with the full cooperation of the Contractor, shall, at the Owner's sole cost and expense and during normal business hours, have access to copy, consistent with Applicable Law, all books, records and accounts regarding the Services, in native electronic format (including metadata) or otherwise.

(iii) The Contractor shall promptly respond to any inquiries of the Owner or its designee arising out of any such inspection or audit and the Contractor will be expected to produce any pertinent file information requested including Contractor's time and expense records.

(iv) The Owner reserves the right to seek reimbursement of inappropriately billed time or expenses discovered during an audit. If during any such audit, it is discovered that the Contractor inappropriately billed time or expenses then Contractor shall be responsible for all costs and expenses incurred by Owner in conducting said audit.

(v) The provisions of this subsection shall survive the termination of this Agreement.

(e) Notice of Default Under Agreements. The Contractor shall provide to the Owner, immediately after the receipt thereof, copies of any written notice of a material default or non-compliance event received in connection with any Legal Entitlement, Subcontract or Agreement pertaining to the Services under any material financial or contractual instrument to which they are a party.

Section 5.3 Owner Corrective Action. The Owner shall have the right, but not the obligation, to perform any obligation of the Contractor that the Contractor fails to immediately perform after receipt of reasonable notice from the Owner. If the Owner exercises this right, the Owner shall be entitled to withhold such amount as part of the setoff set forth in Section 10.5 or recover from the Contractor all costs and expenses related to the performance of such corrective action. The Contractor agrees that if the Owner exercises its corrective rights pursuant to this Section, the Owner shall have no obligation to perform the Contractor's obligations at the lowest cost available; provided, that the Owner's performance is consistent with the terms of this Agreement.

Section 5.4 Conditions for Subcontract of Services.

(a) Subcontractors. The Contractor shall not subcontract any portion of the Services required for the completion of this Agreement without the prior written approval of the Owner, in the sole and absolute discretion of the Owner. The form of the Subcontractor's Agreement shall be as developed by the Contractor and approved by the Owner, in the sole and absolute discretion of the Owner. The Subcontractors to be retained by the Contractor as part of its Services for the Project are identified in Schedule C. The use of Subcontractors other than those listed in Schedule C shall be subject to the Owner's sole and absolute discretion and acceptance. Copies of all subcontracting agreements shall be provided to the Owner as soon as they are finalized and before including the Subcontractor's services in an invoice to the Owner.

The Owner may designate specific Subcontractors to be retained by the Contractor with respect to certain elements of the Project.

(b) Assignments. The Contractor hereby assigns, transfers and conveys to the Owner all of its right, title and interest in and to any subcontracting agreement pertaining to the Project, which assignment shall only become effective as of the date of this Agreement, and which shall only become enforceable after a termination of this Agreement and only as to those agreements that the Owner expressly accepts by written notification. The Owner may, in turn, assign such agreements in its sole discretion, without recourse to any person or entity, in which event such assignee shall assume the Owner's rights and obligations under such agreements.

(c) Coordination for Subcontract of Services. The Contractor shall be solely responsible for coordinating all portions of the Services, including those performed by its personnel and Subcontractors. The Contractor shall monitor information flow, decision making, progress, schedule, billings and payments and reporting to facilitate the orderly progress of the Services.

(1) The Contractor shall coordinate the Services with those of its Subcontractors, shall review and check all deliverables and shall make all modifications necessary to ensure that the documents are integrated into a complete and coordinated set of documents prior to submission to the Owner.

(2) To the extent that any portion of the Services is interdependent upon the Designated Representative of the Owner or other entities retained by the Owner on the Project or other projects identified by the Owner, the Contractor shall coordinate with such persons or entities as part of its Services.

(3) The Contractor shall reimburse the Owner for costs incurred to other entities because of delays, improperly timed activities or defective performance of Services by the Contractor or its Subcontractors.

Section 5.5 Compliance with Contract Standards. The Contractor shall at all times during the Term comply with the Contract Standards, except to the extent excused by any Uncontrollable Circumstances. If the Contractor fails to comply with any Contract Standard, the Contractor shall at its own cost and expense and without relief under any other Contract Standard (a) promptly notify the Owner in writing of any such non-compliance, (b) promptly provide the Owner with copies of any notices sent to or received from any Governmental Body having regulatory jurisdiction with respect to any violations of Applicable Law, (c) pay any and all applicable Damages provided for herein or resulting therefrom, and (d) take any action (including without limitation making all repairs, or operating changes) necessary in order to comply with such Contract Standard, continue or resume performance hereunder and eliminate the cause of, and avoid or prevent recurrences of non-compliance with such Contract Standard.

Section 5.6 Compliance with Applicable Law. The Contractor shall perform the Services in accordance with Applicable Law, ensure that all of the Deliverables furnished under this Agreement comply with Applicable Law and shall cause all Subcontractors to comply with Applicable Law. The Contractor shall provide the Owner (a) immediately upon receipt thereof, a

true, correct and complete copy of any written Notice of Non-Compliance with Applicable Law, and true and accurate transcripts of any oral Notice of Non-Compliance with Applicable Law, issued or given by any Governmental Body, and (b) immediate written notice describing the occurrence of any event or the existence of any circumstance which may result in any such non-compliance, or of any Legal Proceeding alleging such non-compliance. Except to the extent excused by Uncontrollable Circumstances, if the Contractor or any Subcontractor fails at any time to comply with Applicable Law related to the performance of Services herein, the Contractor, without limiting any other remedy available to the Owner upon such an occurrence and notwithstanding any other provision of this Service Agreement shall (i) immediately, at its cost and expense, correct such failure and resume compliance with Applicable Law; (ii) bear all Damages of Contractor and the Owner resulting therefrom; (iii) pay or reimburse the Owner for any resulting Damages (including any liquidated damages); (iv) and comply with any corrective action plan filed with or mandated by any Governmental Body in order to remedy the Contractor's failure to comply with Applicable Law.

ARTICLE VI

OWNER'S OBLIGATIONS FOR PERFORMANCE OF CONTRACTOR'S SERVICES

Section 6.1 Designated Personnel.

(a) The Owner shall identify its Designated Personnel for this Project, including its Designated Representatives, by separate notice. The Owner may change its Designated Representatives from time to time and shall inform the Contractor when any changes affecting these designations are made. Except as otherwise expressly provided in this Agreement, the Owner's Designated Representatives are authorized to make decisions on behalf of the Owner with respect to the Project.

(b) Pursuant to and in accordance with the terms of the Subaward Agreement, Orsted shall support the Owner regarding (i) procurement of the Services under this Agreement, including, but not limited to, technical scope of work development and Contractor selection, and, (ii) Services to be performed under this Agreement, including, but not limited to, engineering design, project, long lead equipment and other equipment specifications, cost estimating, and coordination and oversight of the Contractor. For purposes of this Agreement, Orsted shall be a Designated Representative of the Owner.

Section 6.2 Determination of Extra Services. The Owner shall consider as Extra Services any Services in which the Contractor is directed to perform by Owner beyond the scope and character of this Agreement if the requirements of Section 4.2 are met. Upon presentation by the Contractor of a request for payment for such Extra Services, the request shall be evaluated by the Owner and, if found valid, the Owner shall authorize payment therefore. In the event the Contractor requests payment for Extra Services which the Owner determines is without basis or foundation, the Owner may reject such request. The decision of the Owner on the request for payment of Extra Services shall be final and binding upon the Contractor.

Section 6.3 Publications and Data.

(a) Data. The Owner shall furnish selected publications, data, maps, photographs, historical documents, and all factual information pertinent to the Project.

(b) Existing Conditions. The Owner shall furnish such surveys and reports that are known by the Owner to be in its possession, that are relevant to the Services and that are readily available to the Owner. The Owner makes no representations or warranties as to the accuracy of information that such surveys and reports may provide. The Contractor may rely on such surveys and reports to the extent that it would be prudent to do so in the exercise of its professional judgment. The Contractor and its Subcontractors shall notify the Owner promptly if they observe or are become aware that any portion of such surveys or reports are at variance with the existing conditions.

Section 6.4 Owner's Professionals. At any time prior to or during the performance of the Services, the Owner may, in its sole discretion, retain planning professionals to provide services that may include services similar or complimentary to the Services to be provided hereunder. The Owner and Contractor will coordinate the Contractor's scope and Services with those of any other planning professionals retained by the Owner to ensure, among other things, that there are no gaps or duplication in services, and that all parties providing services to the Project are communicating and cooperating with each other as necessary.

Section 6.5 Finder's Fees. The Parties acknowledge that, pursuant to Sections 3-13j and 3-13l the Connecticut General Statutes, the Owner is prohibited from paying a finder's fee to any Person in connection with any investment transaction. Accordingly, the Contractor shall not provide the Owner any investment services, or receive, pay, or distribute any finder's fees under this Agreement.

Section 6.6 Progress Payments. The Owner shall pay the Contractor for work performed in accordance with the terms specified herein. The Contractor may request progress payments for work performed. These requests for payment may be submitted monthly. Subject to Cost Substantiation, progress payments will be made by the Owner on the following basis:

(a) Progress payments for the work specified in Schedule A will be equal to lump sum fee payments set forth in Section 7.1(a), based on the percentage of completion of work specified in Schedule A.

Section 6.7 Final Payment. The Owner shall pay the Contractor in accordance with this Agreement and upon final acceptance of all completed Services an amount equal to one hundred percent (100%) of the payment for the Services performed. From the payment thus computed shall be deducted all previous progress payments made to the Contractor for the Services performed.

ARTICLE VII

COMPENSATION

Section 7.1 Compensation. The Owner shall pay the Contractor for Services performed in accordance with the terms specified herein. The Contractor's compensation for the Services shall consist only of the Fee plus Reimbursable Expenses

(a) Fee. The Fee payment to the Contractor for the Services, set forth in Schedule A, shall be a sum total not to exceed Fee of [\$_____] (\$[____,____]), a percentage of which will be paid to the Contractor, in monthly installments, based on the completion of the Services, project milestones, Deliverables, and Tasks as provided in Schedule A. The portion of the Fee allocated to each separately priced Service, in Schedule A, includes all compensation to which the Contractor is entitled for such portion of the Services, including Contractor's own costs, Subcontractor Costs, overhead and profit, but excluding Reimbursable Expenses.

(b) NTE Fee. Portions of the Fee designated as not to exceed (NTE) shall consist of the Contractor's hourly rate (as agreed upon by Owner and as set forth in Schedule B) and Subcontractor Costs directly attributable to such portion of the Services, which together shall not exceed and amount of [\$_____] (\$[,]).

(c) Reimbursable Expenses. The costs reasonably and necessarily incurred by the Contractor, its Subcontractors and their employees in the proper performance of the Services for the expenses set forth in this ARTICLE VII, without additional markup, margin, contribution or fee. The Contractor shall not be entitled to compensation for Reimbursable Expenses in excess of the budgeted amounts without the prior, written approval of the Owner.

(1) Reimbursable Expenses only consists of the following expenses only:

1. Owner-approved travel expenses. Air travel, if authorized by the Owner, shall be compensated at coach fares.
2. Postage and courier service.
3. Copying and Drawing reproduction expenses. Reproduction services performed in-house shall be compensated at rates that are no higher than competitive rate generally available from outside vendors.
4. Living expenses in connection with out-of-town travel, if approved by the Owner in writing.
5. Fees paid by the Contractor for securing approval of Governmental Bodies for the Project, if requested by the Owner.
6. Expenses of Drawings, renderings, models and mock-ups beyond those required herein and requested by the Owner.
7. Any other costs submitted by the Contractor for approval and approved by the Owner as reimbursable.

(2) Reimbursable Expenses shall not include the following, which shall be borne by the Contractor:

1. Materials, supplies, reference documents and reproduction costs for the office use of the Contractor or its Subcontractors.

2. Computer time.
3. Cost of the Contractor's and its Subcontractors' home and branch offices including any and all home office overhead.
4. Costs resulting from a breach of this Agreement, negligence or willful misconduct of the Contractor or its personnel or Subcontractors.
5. Any portion of the Contractor's capital expenses, including interest on the capital employed for the Services.
6. All other costs and expenses not specifically described in this Article.

(d) Progress Payments. The Contractor may request progress payments for Services performed. These requests for payment may be submitted monthly and shall be made on invoice forms. Progress payments will be made by the Owner within thirty (30) days after the Owner receives the invoice and all required supporting documentation unless the Owner has grounds to withhold payment pursuant to Section 7.2. Upon payment by the Owner, the Contractor shall promptly, but in no event later than thirty (30) days after receiving the Owner's payment, pay its Subcontractors the amounts to which they are entitled.

1. Portions of the Fee shall be computed in each invoice on the basis of the percentage of each portion of the Services that is properly completed through the period covered by the invoice, less the aggregate of previous payments made by the Owner on account of such portion of the Services.

2. Portions of the Fee designated as NTE and amounts invoiced on the basis of hourly rates (as set forth in Schedule B) shall be computed in each invoice on the basis of the number of hours actually incurred by Designated Personnel during the period covered by the invoice. Invoices containing such amounts shall be accompanied by an itemized statement of the actual Tasks and hours devoted to the Project on a daily basis by Designated Personnel during the billing period.

3. Invoices that include Reimbursable Expenses shall be subject to Cost Substantiation with sufficient detail to enable the Owner to substantiate such Reimbursable Expenses.

4. The Contractor shall examine the invoices of its Subcontractors to confirm that all claimed fees and expenses are allowed under the Agreement, and shall not include ineligible amounts in its invoices to the Owner. Invoices that include fees based on NTE shall be accompanied by invoices of the Contractor's Subcontractors.

5. Invoices shall include only amounts actually incurred and authorized by the Owner or amounts memorialized in a written Change in Services executed by the Owner and Contractor.

6. The submission of the Contractor's invoice for payment shall constitute the Contractor's representation that:

- a. the amounts sought are due and earned in accordance with this Agreement.
- b. it shall use the amounts requested to discharge its financial obligations on account of Services furnished for the Project and included in the invoice.
- c. it has discharged its financial obligations on account of Services furnished for the Project for which the Owner has made payment.
- d. to the best of its knowledge, there are no claims of Liens, security interests or encumbrances in favor of Persons that provided Services to the Project on its behalf.

7. The Contractor's invoices shall also be accompanied by:

- a. Partial releases and lien waivers, in a form acceptable to the Owner, from the Contractor and its Subcontractors for Services furnished to the Project through the date covered by the preceding invoice paid by the Owner, conditioned on performance of the Services and receipt of payment, and excluding any unresolved claims submitted in accordance with this Agreement.
- b. Such other data, accounts and receipts substantiating amounts invoiced by the Contractor as reasonably requested by the Owner.
- c. For the Contractor's final invoice, final releases and lien waivers, in a form acceptable to the Owner, from the Contractor and its Subcontractors, conditioned on performance of the Services and receipt of payment, and excluding any unresolved claims submitted in accordance herewith.

Section 7.2 Withholding of Payment.

(a) Fee. The Owner may in its sole and absolute discretion withhold payment from the Contractor any portion of the Fee or Reimbursable Expenses to the extent reasonably necessary to protect the Owner from the following:

1. Damages due to defective Services not remedied, whenever discovered, or to reimburse the Owner for Damages for which it is entitled to indemnity from the Contractor under this Agreement;

2. Failure of the Contractor or its Subcontractors to perform the Services in accordance with the terms of this Agreement;
3. Uninsured or underinsured loss due to personal injury or damage to the Services or the Services of other entities to the extent of the responsibility of the Contractor or its Subcontractors; or
4. Claims of nonpayment by Persons that furnished Services for or on behalf of the Contractor; or
5. Damages suffered as a result of Contractor's delay in performing the Services and/or failure to comply with the Schedule.

Section 7.3 Fee Adjustment. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Owner determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the Term of this Agreement.

Section 7.4 Conversion to Federal Aid. In the event that Federal funds become available to finance the Project, the Contractor shall alter the plans, specifications, and estimates in accordance with the latest requirements for Federal-aid projects. The Services shall then be considered as Extra Services and payment shall be made in accordance with Section 4.2.

Section 7.5 State of Connecticut Taxes. Pursuant to Section 15-31g of the Connecticut General Statutes, the Owner is exempt from all Tax and assessments of the State, and the payment thereof. Accordingly, the Contractor shall not include in the fees, and Contractor shall not charge any Tax to the Owner, including that portion of any combined Tax or assessment of the State, regardless of whether the Contractor has incurred any Tax of the State in its performance of the Agreement.

Section 7.6 Covenant Against Contingency Fees. The Contractor shall warrant that it has not employed or retained any company or Person other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay any company or Person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of the above stipulation the Owner shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the agreed price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE VIII

BREACH, DEFAULT, TERMINATION FOR CAUSE AND FORUM FOR DISPUTE RESOLUTION

Section 8.1 Remedies for Breach. The Parties agree that, except as otherwise provided in Section 8.3 and Section 8.4 and with respect to termination rights, in the event that either party

breaches this Agreement, the other party may exercise any legal rights it has under this Agreement and under Applicable Law to recover Damages or to secure specific performance, and that such rights to recover Damages and to secure specific performance shall ordinarily constitute adequate remedies for any such breach. Neither party shall have the right to terminate this Agreement for cause except as set forth in this Article VIII and Section 10.24 herein.

Section 8.2 Statutory Review or Termination of Agreement for Cause by State Contracting Standards Board. Per Connecticut General Statute § 4e-7 and the Act, the Contractor acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for the Owner’s consideration and final determination, termination of this Agreement. “For Cause” shall have the meaning as set forth in Connecticut General Statute §4e-7.

Section 8.3 Events of Default by the Contractor.

(a) Events of Default.

(i) Events of Default Not Requiring Notice or Cure Opportunity for Termination. Unless and to the extent excused by an Uncontrollable Circumstance, each of the following shall constitute an Event of Default on the part of the Contractor for which the Owner may terminate without any requirement of notice or cure opportunity:

(A) Failure to Maintain or Renew Contract Insurance. The failure, in any contract year, to maintain or renew the Contract Insurance by no later than thirty (30) days prior to the expiration of the current Contract Insurance;

(B) Voluntary Bankruptcy. The written admission by the Contractor that it is bankrupt, or the filing by the Contractor of a voluntary petition under the Federal Bankruptcy Code, or the consent by the Contractor to the appointment by a court of a receiver or trustee for all or a substantial portion of its property or business, or the making by the Contractor of any arrangement with or for the benefit of its creditors involving an assignment to a trustee, receiver or similar fiduciary, regardless of how designated, of all or a substantial portion of the Contractor’s property or business;

(C) Involuntary Bankruptcy. The final adjudication of the Contractor as bankrupt after the filing of an involuntary petition under the Federal Bankruptcy Code, but no such adjudication shall be regarded as final unless and until the same is no longer being contested by the Contractor nor until the order of the adjudication shall be regarded as final unless and until the same is no longer being contested by the Contractor nor until the order of the adjudication is no longer appealable; and

(ii) Events of Default Requiring Notice or Cure Opportunity for Termination. The failure or refusal by the Contractor substantially to perform any other obligation, covenant, service or duty under this Agreement (other than those obligations, covenants, services and duties contained in Section 8.3(a)(i) above) or the falseness or inaccuracy of any representation or warranty made by Contractor herein, unless and to the extent such failure or refusal is excused by an Uncontrollable Circumstance, or the failure

of the Contractor to pay or credit undisputed amounts owed to the Owner under this Agreement within thirty (30) days following the due date for such payment or credit or the placement of any Lien or encumbrance upon the Project Site as a result of the action of, or failure to act by, the Contractor or an Affiliate of the Contractor or a Subcontractor, which is not timely discharged pursuant to the provisions of this Agreement, shall constitute an Event of Default on the part of the Contractor for which the Owner may terminate this Agreement;

(b) Enforcement Costs. The Contractor agrees to pay the Owner all Damages incurred by or on behalf of the Owner in enforcing payment or performance of the Contractor's obligations hereunder if such non-performance results in an Event of Default by the Contractor. It is specifically understood that upon the occurrence of an Event of Default by the Contractor, the Owner shall have the right to terminate this Agreement and to receive Damages as and to the extent provided in this Article.

Section 8.4 Events of Default by the Owner. Each of the following shall constitute an Event of Default on the part of the Owner for which the Contractor may receive Damages:

(a) Failure to Comply with Agreement. Upon the repeated failure or refusal by the Owner to substantially perform any material obligation under this Agreement (unless such failure or refusal is excused by an Uncontrollable Circumstance or Contractor Breach), the Contractor shall have the right to do the following:

(i) provide the Owner with written notice advising the Owner that the specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the Owner, and

(ii) if the Owner has neither challenged in an appropriate forum the Contractor's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or taken steps to correct such default within a reasonable period of time, but not more than sixty (60) days from the date of the notice given pursuant to clause of this subsection, proceed to dispute resolution procedures set out in this Article. If the Owner shall have, however, diligently taken steps to correct such default within a reasonable period of time, the same shall not constitute an Event of Default for as long as the Owner is continuing to take such steps to correct such default.

(b) No Contractor Termination. No Owner failure or refusal shall constitute an Event of Default giving the Contractor the right to terminate this Agreement. The provisions of this Article are intended to constitute an adequate remedy for non-performance by the Owner.

Section 8.5 Procedure for Termination for Cause. If the Owner has the right to terminate in accordance with this Article, the same may be exercised by notice of termination given to the Contractor at least fourteen (14) days prior to (or, in the case of a bankruptcy default, simultaneously with) the date of termination specified in such notice.

Section 8.6 Certain Obligations of the Contractor Upon Termination.

(a) Obligations on Default Termination. Upon a termination of the Contractor's right to perform this Agreement in accordance with this Article or at the end of the Term, the Contractor at its sole cost and expense shall:

- (i) stop the Services on the date and to the extent specified by the Owner;
- (ii) promptly take all action as necessary to protect and preserve all materials, equipment, tools, facilities and other property;
- (iii) clean the Project Site, and leave the same in a neat and orderly condition;
- (iv) promptly remove all employees of the Contractor and any Subcontractors and vacate the Project Site;
- (v) promptly deliver to the Owner copies of all Subcontracts;
- (vi) promptly deliver to the Owner all supplies, materials, machinery, equipment and other property previously delivered or fabricated by the Contractor or any Subcontractor but not yet incorporated in the Services;
- (vii) assign to the Owner all contracts the Contractor has entered into with respect to this Project;
- (viii) unless the Owner directs otherwise, terminate all Subcontracts and make no additional agreements with Subcontractors and promptly advise the Owner of any special circumstances which might limit or prohibit cancellation of any Subcontract;
- (ix) provide technical and operational support to the Owner;
- (x) promptly notify the Owner in writing of any Legal Proceedings against the Contractor by any Subcontractor relating to the termination of the Services (or any Subcontracts);
- (xi) give written notice of termination, effective as of the date of termination of this Agreement, promptly under each policy of Contractor Insurance (with a copy of each such notice to the Owner), but permit the Owner to continue such policies thereafter at its own expense, if possible;
- (xii) upon the request of the Owner, assign and transfer any equipment or vehicle leases; and
- (xiii) take such other actions, and execute such other documents, as may be necessary to effectuate and confirm the foregoing matters, or as may be otherwise necessary or desirable to minimize the Owner's costs, and take no action which will increase any amount payable by the Owner under this Agreement.

(b) Contractor Payment of Certain Costs. If termination is due to a Contractor Event of Default pursuant to this Agreement and the Contractor fails to comply with its obligations under this Section, the Owner may, with reasonable notice to the Contractor, perform such obligations and the Contractor shall pay the entire cost (or any portion thereof) upon demand, notwithstanding that any other person may have defaulted in taking similar action or occupied the same areas or otherwise had any responsibility for the condition involved and such costs shall also be subject to a setoff as set forth in Section 10.5.

Section 8.7 No Waivers. No action of the Owner or Contractor pursuant to this Agreement, and no failure to act, shall constitute a waiver by either Party of the other Party's compliance with any term or provision of this Agreement. No course of dealing or delay by the Owner or Contractor in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice such Party's rights, powers and remedies. No single or partial exercise of (or failure to exercise) any right, power or remedy of the Owner or Contractor under this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

Section 8.8 Applicable Law, Forum for Dispute Resolution and Waiver of Jury Trial. All legal actions and proceedings related to this Agreement or to any rights or any relationship between the Parties arising therefrom shall be governed solely by the laws of the State of Connecticut and shall be solely and exclusively initiated and maintained in the courts of the State of Connecticut which encompasses the Owner within its jurisdiction and in all such actions the Parties shall have waived their rights to a trial by jury.

Section 8.9 Limitation on Liability.

(a) No Limitation on Contractor Liability. There shall not be a monetary limitation on the liability exposure of the Contractor pursuant to the provisions of this Agreement.

(b) Limitation on Owner Liability. If the Contractor claims to have sustained any Damages by reason of delays, extraordinary or otherwise, or hindrances which it claims to be due to any action, omission or direction of the Owner, the Contractor shall be entitled only to an extension of time and shall not have or assert any other claim, cause or action against the Owner based on such delay or hindrance.

ARTICLE IX

TERM AND SURVIVAL OF CERTAIN PROVISIONS

Section 9.1 Term of Agreement.

(a) Term. This Agreement shall become effective on the Agreement Date, and shall terminate on [_____, 20__] ("***Initial Term***") unless earlier terminated in accordance with its terms, in which event the Term shall be deemed to have expired as of the date of such termination. The Initial Term and each Renewal Term (as defined below), if any, are collectively referred to herein as the ("***Term***").

(b) Renewal Terms. The Initial Term may be extended, at the sole discretion of the Owner, for additional one-year terms (each a “***Renewal Term***”). The Owner shall deliver written notice of its desire to extend the Agreement to the Contractor and the Contractor, within thirty (30) days following its receipt of such extension request, shall notify the Owner of its desire to extend the Initial Term or any Renewal Term, as applicable. The Parties shall cooperate to agree upon such modification to the Agreement as may be required or desired.

(c) Termination for Convenience by Owner. Notwithstanding anything herein to the contrary, the Owner may, in its sole and absolute discretion, terminate this Agreement for its convenience and without cause at any time upon 60 days prior written notice to the Contractor (a “***Convenience Termination***”). If the Owner exercises a Convenience Termination, the Owner shall pay the Contractor a percentage of the lump sum fee which is specified in Section 7.1(a), said percentage to be the same as the percentage of Services completed by the Contractor under this Agreement as of the designated date of termination.

Section 9.2 Survival. The rights and obligations of the Parties hereto pursuant to this Agreement and in any certificate, agreement or instrument delivered in connection with the transactions contemplated hereby, shall survive the completion, expiration, suspension or termination of this Agreement for a period equal to the applicable statute of limitations plus six (6) months and no such expiration or termination of this Agreement shall limit or otherwise affect the respective rights and obligations of the Parties hereto accrued prior to the date of such termination.

ARTICLE X

GENERAL

Section 10.1 Ownership and Sources of Payment of Compensation.

(a) Ownership. The Owner owns and shall retain ownership of the Project Site and all buildings and other improvements now existing and to be made thereon.

Section 10.2 Prevailing Wages. If required pursuant to Applicable Law, the Contractor shall pay or cause to be paid prevailing wages for all labor engaged in connection with the Services.

Section 10.3 Uncontrollable Circumstances Generally.

(a) Performance Excused. Except as otherwise specifically provided in this Agreement, neither the Owner nor the Contractor shall be liable to the other for any failure or delay in performance of any obligation under this Agreement (other than any payment at the time due and owing) to the extent such failure is solely due to the occurrence of an Uncontrollable Circumstance.

(b) Notice, Mitigation. The party experiencing an Uncontrollable Circumstance shall notify the other party by hardcopy telecommunication or telephone and in writing, on or promptly after the date the party experiencing such Uncontrollable Circumstance first knew of the commencement thereof, followed within seven (7) days by a written description of (i) the Uncontrollable Circumstance and the cause thereof (to the extent known), (ii) the date the Uncontrollable Circumstance began, its estimated duration, the estimated time during which the

performance of such party's obligations hereunder will be delayed, and the impact, if any, on the Commencement Date, (iii) the estimated amount, if any, by which the Fee may need to be adjusted as a result of such Uncontrollable Circumstance, (iv) its estimated impact on the other obligations of such party under this Agreement and (v) potential mitigating actions which might be taken by the Contractor or Owner and any areas where costs might be reduced and the approximate amount of such cost reductions. Each party shall provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever such act, event or condition shall occur, the party claiming to be adversely affected thereby shall, as promptly as reasonably possible, use all reasonable efforts to eliminate the cause therefore, reduce costs and resume performance under this Agreement. The Contractor shall furnish promptly (if and to the extent available to the Contractor) any additional documents or other information relating to the Uncontrollable Circumstance reasonably requested by the Owner.

(c) No Reimbursement for Costs Due to Delays Caused by Uncontrollable Circumstances. If an Uncontrollable Circumstance causes the Contractor a delay (including the obligation to accelerate to satisfy the Schedule) in the performance of any of its obligations under this Agreement, the sole remedy available to the Contractor shall be a reasonable extension of time as set forth in Section 4.1(c). The Contractor shall not be entitled to any reimbursement of costs due to any such delay caused by Uncontrollable Circumstances.

Section 10.4 Indemnification.

(a) Contractor's Indemnification Obligations. The Contractor agrees that it will protect, indemnify and hold harmless the Owner, and its representatives, directors, officers, officials, agents, employees and subcontractors (as applicable in the circumstances) (collectively, the "Owner Indemnified Parties"), from and against (and pay the full amount of) all Damages, and will defend the Owner Indemnified Parties in any suit, including appeals, arising out of or resulting, directly or indirectly, from (a) any act or omission of the Contractor or any of its directors, officers, officials, members, managers, employees, agents, representatives or Subcontractors in connection with its obligations or rights under this Agreement, (b) the performance of Services during the Term in violation of Applicable Law or in breach of the terms and conditions of this Agreement, (c) any Contractor Breach, (d) any inaccuracy or misrepresentation in or breach of any representation, warranty, covenant or agreement of the Contractor contained herein, (e) any act or omission of the Contractor or any of its directors, officers, officials, members, managers, employees, agents, representatives or Subcontractors in connection with this Agreement that may result in any liability for any Owner Indemnified Party under any Applicable Law, (f) the performance or non-performance of the Contractor's obligations under this Agreement, or (g) any violation of trade secrets, copyright, or right of privacy or publicity, arising out of the creation, delivery, publication or use of any data furnished under this Agreement; or any libelous or other unlawful matter contained in such data. The Contractor shall not, however, be required to reimburse or indemnify any Owner Indemnified Party for any Damages to the extent any such Damages are solely due to the gross negligence of any Owner Indemnified Party. An Owner Indemnified Party shall promptly notify the Contractor of the assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Contractor the opportunity to defend such claim. These indemnification provisions are for the protection of the Owner Indemnified Parties only and shall not establish, of themselves, any liability to third parties. The provisions of this Section shall survive termination of this Agreement.

The Owner and the Contractor agree that any claim for indemnification by any Owner Indemnified Party under this Agreement may, at the option of the Owner, be offset against amounts then owing or to become owing by the Owner to the Contractor pursuant to the terms of this Agreement.

(b) Right to Counsel. The Owner reserves the right to retain its own counsel and to charge any reasonable counsel fees to the Contractor. The Contractor expressly consents to the Owner's selection of legal counsel and to waive any waivable conflict.

(c) All representations, warranties, covenants and agreements that are covered by the indemnification in this Section shall (a) survive the termination or expiration of this Agreement. The rights to indemnification set forth in this Section shall not be affected by (i) any investigation conducted by or on behalf of an the Party seeking such indemnification or any knowledge acquired with due inquiry by the Party seeking indemnification, whether before or after the date of this Agreement or the expiration of the Term, with respect to the inaccuracy of or noncompliance with any representation, warranty, covenant or obligation which is the subject of indemnification hereunder or (ii) any waiver by the Party seeking such indemnification of any condition relating to the accuracy of any representations and warranties or the performance of or compliance with agreements and covenants contained herein.

Section 10.5 Setoff. In the event the Contractor is not in compliance with the terms of this Agreement or in the event any Owner Indemnified Party is entitled to indemnification pursuant to Section 10.4 of this Agreement or in the event any Damages or any other amounts are owed but unpaid by the Contractor pursuant to any provision of this Agreement, or upon the occurrence any Event of Default by Contactor, the Owner shall have the immediate right, upon the giving of notice, to offset the amount of any such indemnity claim, Damages or other amounts against amounts then owing or to become owing by the Owner to the Contractor pursuant to the terms and provisions of this Agreement including any schedules or exhibits thereto. The rights of the Owner under this Section shall be in addition to, and not in limitation of, any other rights, which it may have.

Section 10.6 Contractor Insurance. As of the Commencement Date and continuing throughout the remainder of the Term, the Contractor shall obtain and maintain, the Contractor Insurance as specified in Schedule D, shall pay all deductibles relating thereto and shall comply with all applicable Insurance Requirements. Insurance coverage required pursuant to this Section shall be maintained with generally recognized financially responsible insurers reasonably acceptable to the Owner and qualified and licensed to insure risks in the State. The cost of the Contractor Insurance, including all deductible amounts, shall be paid by the Contractor and shall not be subject to reimbursement by the Owner.

Section 10.7 Intellectual Property Rights. The Contractor shall not use a design, process or product for which they have not obtained all necessary permissions and paid all royalties and non-governmental license fees.

(a) Nonexclusive Licenses. Upon execution of this Agreement, the Contractor grants to the Owner an irrevocable, nonexclusive license to reproduce, display, distribute, make derivative works of, and use the Contractor's Intellectual Property, including, but not limited to designs, architectural works and Instruments of Service for purposes of constructing, using, maintaining, promoting, advertising, altering or adding to the Project. The Contractor shall obtain

similar nonexclusive licenses from the Contractor's subcontractors consistent with this Agreement. The Intellectual Property license granted under this Section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and any material or equipment suppliers, as well as the Owner's contractors, to reproduce applicable portions of the Instruments of Service for use in performing services for the Project.

1. In the event the Owner modifies the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases such author from all claims and causes of action arising from such modification.
2. Except for the licenses granted herein, no other license or right shall be deemed granted or implied. The Contractor and its Subcontractors of all tiers shall not assign, delegate, sublicense, pledge or otherwise transfer any Intellectual Property license granted herein to another party without the prior written agreement of the Owner.
3. The Owner may use the Instruments of Service for the completion of the Project or for reference with respect to any future alteration or expansion, all without permission from or further compensation to the Contractor or its Subcontractors provided that all identification shall be removed from the Instruments of Service subsequent to modification by or on behalf of the Owner. The Owner agrees to appropriately credit the Contractor in any public display of the Contractor's Instruments of Service. The Owner may alter or destroy any or all portions of the Project at its sole discretion and without the Contractor's consent.

Section 10.8 Relationship of the Parties. Neither party to this Agreement shall have any responsibility with respect to services provided or contractual obligations assumed by the other party hereto, and nothing in this Agreement shall be deemed to constitute either party a partner, joint venture, agent or legal representative of the other party or to create any fiduciary relationship between the Parties.

Section 10.9 Third Parties. All duties and responsibilities undertaken by the Contractor pursuant to this Agreement will be for the sole and exclusive benefit of the Owner and the Contractor, and not for the benefit of any other party. Nothing herein shall be construed to create, impose, or give rise to any duty owed by Owner to any other party. Nothing herein shall be construed as an intent to create a contractual or third party beneficiary relationship between the Contractor and any other party. Contractor shall not provide any services directly to any other party associated with the Project unless Contractor obtains the Owner's prior written consent.

Section 10.10 Repair of Owner and Private Property. The Contractor shall promptly repair or replace all Owner and all private property damaged by the Contractor, its Subcontractors, or any officer, director, employee, representative or agent of the Contractor in connection with the performance of, or the failure to perform, the Services. The repair and replacements shall restore

the damaged property, to the maximum extent reasonably practicable, to its character and condition existing immediately prior to the damage.

Section 10.11 Owner Approval of Subcontractors.

(a) Required Subcontractor Information. The Contractor shall, unless waived by the Owner, supply the Owner with the information for each proposed Subcontractor who will undertake work related to the Services in excess of \$25,000.

(b) Subcontractors Approval. The Owner shall have the right to approve all Subcontractors engaged to perform any work related to the performance of Services. The Contractor shall furnish the Owner written notice of its intention to request proposals or bids from such Subcontractors, together with all information requested by or otherwise available to the Contractor pertaining to the proposed Subcontractor and Subcontract pertaining to the demonstrated responsibility of the proposed Subcontractor in the following areas: (i) any conflicts of interest, (ii) any record of felony criminal convictions or pending felony criminal investigations, (iii) any final judicial or administrative finding or adjudication of illegal employment discrimination, (iv) any unpaid federal, state or local taxes and (v) any final judicial or administrative finding or adjudication of non-performance in contracts with the Owner. The approval or withholding thereof by the Owner of any proposed Subcontractor shall not create any liability of the Owner to the Contractor, to third parties or otherwise. In no event shall any subcontract be awarded to any person debarred, suspended or disqualified from State or Owner contracting for any services within the scope of the Services.

Section 10.12 Set-Aside Programs. The Owner is required to comply with any applicable set-aside small contractors and minority business enterprise requirements set forth in Section 4a-60g of the Connecticut General Statutes. The Owner is required to set aside 25% of the total value of all projected annual contracts (in which the total value of the contract is greater than \$10,000) or portions of such contracts to be awarded to small contractors, on the basis of competitive bidding procedures, for the construction, reconstruction or rehabilitation of public buildings, the construction and maintenance of highways and the purchase of goods and services. Of that portion to be set aside to small contractors, 25% must be reserved (6.25% of the total value of all projected annual contracts) for awards to minority business enterprises, as defined in Section 4a-60g(a)(4) of the Connecticut General Statutes, (the "Set-Aside Program"). Pursuant to this Section 10.12, the Contractor shall comply and complete the Owner's obligations to comply with the Set-Aside Program, including as follows below.

(a) The Contractor shall set aside 25% of the total value of the Agreement to be awarded to small contractors, on the basis of competitive bidding procedures. Of that portion to be set aside to small contractors, 25% must be reserved (6.25% of the total value of the Agreement) for awards to minority business enterprises, as defined in the Set-Aside Program.

(b) The Contractor shall require that contractors or subcontractors, awarded a contract or a portion of a contract under the Set-Aside Program, perform not less than 30% of the work with the workforces of such contractors or a subcontractors and shall require that not less than 50% of the work be performed by such contractors or subcontractors eligible for awards under the Set-Aside Program. A contractor awarded a contract or a portion of a contract under the Set-

Aside Program shall not subcontract with any person with whom the contractor is affiliated. No person who is affiliated with another person shall be eligible for awards under the Set-Aside Program if both affiliated persons considered together would not qualify as a small contractor or a minority business enterprise, as defined in Section 4a-60g(a). The Contractor shall require that the contractors or sub-contractors awarded a contract pursuant to the Set-Aside Program submit, in writing, an explanation of any subcontract to such contract that is entered into with any person that is not eligible for the award of a contract pursuant to the Set-Aside Program, prior to the performance of any work pursuant to such subcontract. A copy of such explanation shall be provided to the Owner by the Contractor.

(c) The Contractor shall be in breach of this Agreement if the Contractor is certified as a “small contractor” or a “minority business enterprise” under Connecticut General Statute § 4a-60g and that certification lapses during the Term of this Agreement.

(d) For quasi-public agency projects, as defined in Section 4a-60g of the Connecticut General Statutes, the Contractor shall, pursuant to Section 4a-60g(c) of the Connecticut General Statutes, on the basis of competitive bidding procedures, set aside at least 25% of the total value of the state’s financial assistance for such contract for award to subcontractors who are small contractors, and of that portion to be set aside, reserve another portion equivalent to 25% of the total value of the contract or portions thereof to be set aside for awards to subcontractors who are minority business enterprises.

Section 10.13 Non-Discrimination. The Contractor in accordance with Applicable Law agrees and warrants that in the performance of the Services, the 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, gender identity or expression, status of a veteran, status as a victim of domestic violence, intellectual disability, 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 Services involved, in any manner prohibited by Applicable Law. The Contractor further agrees to take affirmative action to ensure 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, gender identity or expression, status of a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the Services involved;

(a) The Contractor in accordance with Applicable Law agrees and warrants that in the performance of the Services, the Contractor shall not discriminate or permit discrimination against any Person or group of Persons on the grounds of sexual orientation, in any manner prohibited by Applicable Law, and that employees are treated when employed without regard to their sexual orientation;

(b) 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 CHRO;

(c) 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 CHRO, advising the labor union or workers' representative of the Contractor's commitments under Sections 4a-60 and 4a-60a of the Connecticut General Statutes and to post copies of the notice in conspicuous places available to employees and applicants for employment (*see generally* Exhibit F);

(d) The Contractor agrees to comply with each provision of Sections 4a-60, 4a-60a, 46a-68e, and 46a-68f, inclusive, of the Connecticut General Statutes and with each regulation or relevant order issued by the CHRO pursuant to Sections 46a-56, 46a-68e, and 46a-68f of the Connecticut General Statutes; and

(e) The Contractor agrees to provide the CHRO with such information requested by the CHRO, 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 Sections 4a-60, 4a-60a and 46a-56 of the Connecticut General Statutes.

(f) If the Agreement is a public works contract, as such term is defined in Section 46a-68b of the Connecticut General Statutes, a municipal public works contract or a quasi-public agency project, as such terms are defined in Section 4a-60g(15) of the Connecticut General Statutes, the Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. 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 CHRO may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the CHRO, of its good faith efforts.

(g) The Contractor, where any such contract is valued at less than \$50,000 for each year of the contract, or if the Contractor is party to quasi-public agency project, as such term is defined in Section 4a-60g(15) of the Connecticut General Statutes, shall provide the CHRO with a written or electronic representation that complies with the nondiscrimination agreement and warranty under this Section 10.13, provided if there is any change in such representation, the Contractor shall provide the updated representation to the CHRO not later than 30 days after such change. The Contractor, where any such contract is valued at \$50,000 or more for any year of the contract, or if the Contractor is party to a quasi-public agency project, shall provide the CHRO with any one of the following: (i) documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholder, managers, members or other governing body of the Contractor that complies with the nondiscrimination agreement and warranty under this Section 10.13; (ii) documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of the Contractor if (a) the prior resolution is certified by a duly authorized corporate officer of the Contractor to be in effect on the date the documentation is submitted, and (b) the Executive Director of the Owner or CHRO or designee certifies that the prior resolution

complies with the nondiscrimination agreement and warranty under this Section 10.13; or (iii) documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the Contractor complies with the nondiscrimination agreement and warranty under this Section 10.13 and is in effect on the date the affidavit is signed.

(h) The Contractor shall include the provisions of Section 10.13 of this Agreement, as specifically set forth in Exhibit D, in every subcontract or purchase order entered into to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the CHRO. The Contractor shall take such action with respect to any such subcontract or purchase order as the CHRO 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 CHRO regarding a state contract, the contractor may request the State to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Agreement, affirms that it understands the obligations of this Section 10.13 and that it will maintain a policy for the duration of the Agreement to assure that the Agreement will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Agreement demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, or (B) initialing this nondiscrimination affirmation in the following box: .

(j) The Contractor in addition and not in limitation of the above, agrees to the nondiscrimination terms of Section 11.1(b) hereof.

Section 10.14 Whistleblower Protection. This Agreement may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes if the amount of this Agreement is a “large state contract” as that term is defined in such statute. In accordance with Connecticut General Statute § 4-61dd, if an officer, employee or appointing authority of the 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 any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of Connecticut General Statute Section 4-61dd, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty percent (20%) of the value of this Agreement. 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 Owner may, pursuant to Connecticut General Statute Section 4-61dd(h), 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. In accordance with such statute, each large state contractor, as defined in the statute, shall post a

notice of relevant sections of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

Section 10.15 Campaign Contribution And Solicitation Prohibitions. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as 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 represents that they have received 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).

Section 10.16 Affidavit of Third-Party Fees. At the time the Contractor submitted its Statement Of Qualifications to the Owner, it simultaneously executed a document entitled Affidavit Of Third Party Fees and said document is attached hereto and made a part of this Agreement as Exhibit E.

Section 10.17 Consulting Agreements Representation. If contract value less than \$50,000, Check “N/A” . Pursuant to section 4a-81 of the Connecticut General Statutes, the Contractor represents that it has not entered into any consulting agreements in connection with this Agreement, except for the agreements listed below. “Consulting agreement,” as such term may be amended pursuant to Connecticut General Statute § 4a-81, means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. “Consulting agreement” does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant’s Name and Title	Name of Firm (if applicable)
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Start Date	End Date	Cost
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The basic terms of the consulting agreement are: _____

Description of Services Provided: _____

Is the consultant a former State employee or former public official? YES NO

If YES: _____
Name of Former State Agency

Termination Date of Employment

Section 10.18 Contractor’s Representation Concerning Large State Contracts. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

(a) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi-public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

(b) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

(c) That the Contractor is submitting bids or proposals without fraud or collusion with any person. [**note that this section only applies to contracts valued at \$50,000 or greater*]

Section 10.19 Owner’s Representation Concerning Large State Contracts. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person. [**note that this section only applies to contracts valued at \$50,000 or greater*]

Section 10.20 Iran Energy Investment Certification.

(a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies, by completing and submitting Exhibit I attached hereto to the CPA, that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

(b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this Section 10.20, it shall not be deemed to be in breach of the contract or in violation pursuant to section 4-252a of the Connecticut General Statutes. A “good faith effort” for purposes of this subsection includes a determination that the

Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Agreement. [**note that this section only applies to contracts valued at \$50,000 or greater*]

Section 10.21 State Ethics Laws Summary. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the Owner has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Agreement as if the summary had been fully set forth in this Agreement; (b) the Contractor represents that the chief executive officer or authorized signatory of the Agreement and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms. [**note that this section only applies to contracts valued at \$50,000 or greater*]

Section 10.22 Executive Orders. This Agreement 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 Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services. If Executive Order 14 is applicable, it is deemed to be incorporated into and made a part of the Agreement as if it had been fully set forth in it. At the Contractor's request, the Owner shall provide a copy of these orders to the Contractor.

Section 10.23 State Contracting Standards Board Requirements. This Agreement, pursuant to the Act, is subject to the provisions and requirements of Connecticut General Statutes, Chapter 62: State Contracting Standards Board, including without limitation any and all contract requirements of Connecticut General Statute §4e-14, ensuring accountability, transparency, and results-based outcomes, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth herein. In furtherance of transparency, and in accordance with Connecticut General Statute §4e-13, this Agreement shall be published on the State Contracting Portal.

Section 10.24 Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time (“ADA”) to the extent applicable, during the term of the Agreement. The Owner may cancel or terminate this Agreement if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of the ADA and that it is in compliance with the law. The Contractor warrants that it shall hold the Owner harmless from any liability which may be imposed upon the Owner as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

Section 10.25 Assignment and Transfer. This Agreement may not be assigned by the Contractor without the prior written consent of the Owner, and any such assignment by the Contractor shall be null and void. This Agreement may be assigned by the Owner. The Owner may create such security interests in it rights hereunder and pledge such monies receivable hereunder as may be required in connection with the issuance of bonds to finance any capital improvement without the consent of the Contractor.

Section 10.26 Binding Effect. This Agreement shall bind and inure to the benefit of the Parties hereto and any successor or assignee acquiring an interest hereunder consistent with the provisions of Section 10.11(b). The Contractor binds itself, its partners, successors, assigns and legal representatives to the Owner and its successors, assigns and legal representatives with respect to all its covenants in this Agreement.

Section 10.27 Amendments; Waiver. Neither this Agreement nor any provision hereof may be changed, modified, amended, supplemented or waived except by a written instrument signed by both the Parties (or, in the case of a waiver, by the party granting such waiver). Neither this Agreement, nor any of the terms or provisions hereof, may be amended, modified, or waived. No waiver by either Party with respect to any default, misrepresentation, or breach of warranty, obligation, or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty, obligation or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. The making or acceptance of a payment by either Party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of such default or breach or any subsequent default or breach.

Section 10.28 Notices. It is mutually understood and agreed by the Parties hereto that any Official Notices or communications hereunder from one such party to the other such party (or parties), in order for such notice to be binding thereon, shall be in writing and shall be sufficiently given if transmitted by facsimile transmission or delivered in person or by overnight courier to the following:

If to the Contractor:

[_____]
[_____]
[_____]

Attention: [_____]

Facsimile: [_____]

If to the Owner: Connecticut Port Authority
455 Boston Post Road, Suite 204
Old Saybrook, CT 06475
Attention: Executive Director

with a copy to: Robinson & Cole LLP
One State Street
Hartford, Connecticut 06103
Attention: Glenn A. Santoro
Facsimile: (860) 275-8299

Changes in the respective addresses to which such notices may be directed may be made from time to time by any party by written notice to the other party. Notices and communications given by mail hereunder shall be deemed to have been given five days after the date of dispatch; all other notices shall be deemed to have been given upon receipt.

Section 10.29 Further Assurances. Each party agrees to execute and deliver any instruments and to perform any acts as may be necessary or reasonably requested by the other in order to give full effect to this Agreement. Specifically, upon reasonable request of the Owner, the Contractor shall supply an affidavit that the Project Site is free of all liens and encumbrances, including liens for any taxes which are due and required to be paid by the Contractor (other than liens required or contemplated by this Agreement). In the event that liens are filed by any party in relation to the Services, the Contractor agrees to have said liens discharged, within ten (10) days of receipt of written notice from the Owner. In the event such Lien is not so discharged, the Owner shall have the right to discharge said lien and recover from the Contractor all costs associated therewith, including the Owner's attorney's fees incurred in having the lien discharged.

Section 10.30 Arbitration.

(a) The Owner may, at its sole and absolute discretion and option, choose to have any or all claims, disputes or other matters in question between the Parties decided by arbitration administered by a dispute resolution administrator acceptable to the Owner. Any such arbitration may include, at the Owner's sole and absolute discretion, by consolidation, joinder and in any other manner, third parties whose interests relate to the matters in arbitration.

(b) If the Owner elects arbitration, the demand for arbitration shall be made promptly after the occurrence of the event giving rise to the Claim, and in no event later than the date when institution of legal or equitable proceedings based on such Claim, dispute or other matter in question would be barred by the applicable statute of limitation.

(c) If the Owner elects arbitration, the award rendered by the arbitrator shall be final and binding on the Parties, and judgment may be entered upon the award in accordance with the laws of the State of Connecticut.

(d) The Contractor and its Subcontractors of all tiers shall incorporate the dispute resolution provisions of this Article in substantially the same form in their agreements with Subcontractors or entities furnishing services, labor, materials or equipment to the Project.

Section 10.31 Non-Binding Mediation; Jurisdiction and Venue; Waiver of Trial by Jury.

(a) Either party hereto may give the other party written notice of any dispute arising under this Agreement. Such notice shall specify a date and location for a meeting of the Parties hereto at which such Parties shall attempt to resolve such dispute. In the event that such dispute cannot be resolved by the Parties hereto within 30 days of such notice, the Parties may submit such dispute to non-binding mediation upon the agreement of both Parties.

(b) Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the Parties in the state or federal courts located in the County of Hartford, Connecticut and each of the Parties irrevocably consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

(c) CONTRACTOR AND THE OWNER EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WITHOUT DURESS AND ONLY AFTER CONSIDERATION WITH ITS ATTORNEYS OF THE RAMIFICATIONS, WAIVE ANY RIGHT EACH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY IN CONNECTION HEREWITH.

Section 10.32 Confidentiality.

(a) Confidential Information. The Owner is a “public agency” for the purposes of FOIA. Accordingly, this Agreement and any correspondence, documents or other information delivered to the Owner in connection therewith will be considered public records and will be subject to disclosure under FOIA. The Owner will afford due regard to the Contractor’s request for the protection of proprietary or Personal Information which the Owner receives. In making such a request, the Contractor may not merely state generally that the materials are personal, proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to FOIA. To the extent that any other provision or part of the Agreement, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as “CONFIDENTIAL,” the Owner will endeavor to keep said information confidential to the extent permitted by Applicable Law. The Owner, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought

pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Owner or the State have any liability for the disclosure of any documents or information in its possession which the Owner believes are required to be disclosed pursuant to FOIA or other requirements of Applicable Law.

(b) Unless authorized or instructed in writing by the Owner, the Contractor shall not, during or at any time after the term of this Agreement except as required in the conduct of the Owner's business, disclose to others, or use, or permit to be disclosed to others or used, any of the Owner's inventions, discoveries, works, ideas, information, knowledge or data (whether in oral, written, or machine-readable form) which the Contractor may develop or obtain during the course of or in connection with the Contractor's engagement, including such inventions, discoveries, works, ideas, information, knowledge, or data relating to machines, equipment, products, systems, software, research and/or development, designs, compositions, formulae, processes, manufacturing procedures, business methods, present and prospective customers of the Owner, business dealings with such customers, prospective marketing, promotion, sales and advertising programs and strategies, and agreements with representatives or prospective representatives of the Owner, present or prospective sources of supply or any other business arrangements of the Owner, including but not limited to the Owner's customer lists, the names or any other information regarding any such customers, costs, prices and earnings, whether or not developed by the Contractor, by others in the Owner or obtained by the Owner from third parties, and irrespective of whether or not such inventions, discoveries, works, ideas, information, knowledge or data have been identified by the Owner as secret or confidential, unless and until, and then to the extent and only to the extent that, such inventions, discoveries, works, ideas, information, knowledge or data become available to the public otherwise than by Contractor's act or omission. All inventions, discoveries, works, ideas, information, knowledge, and data described or referred to in this Section 10.32 are referred to herein collectively as "Confidential Information." The Contractor understands, in addition, that the Owner has received and in the future will receive from third parties Confidential Information ("Third Party Information") subject to a duty on the Owner's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Unless authorized or instructed in writing by the Owner, the Contractor shall not, during or at any time after the term of this Agreement except as required in the conduct of the Owner's business, disclose to others, or use, or permit to be disclosed to others or used, any Third Party Information unless expressly authorized by the Owner in writing. It is hereby agreed that the following information is not considered to be confidential under this Agreement:

- (i) Information already in the public domain;
- (ii) Information disclosed to Contractor by a third party who is not under a confidentiality obligation;
- (iii) Information developed by or in the custody of Contractor before entering into this Agreement;
- (iv) Information developed by Contractor through its work with other clients; and

(v) Information required to be disclosed by Applicable Law, provided however, the Contractor shall use its commercially reasonable efforts to provide notice to the Owner as to any such requests.

(c) Equitable Relief. The Contractor recognizes and agrees that because a violation by the Contractor of its obligations under this Section 10.32 may cause irreparable harm to the Owner that would be difficult to quantify and for which money damages alone may be inadequate, the Owner shall have the right, without limiting any other rights or remedies available to the Owner, to seek injunctive relief to prevent or restrain any such violation, without the necessity of posting a bond.

Section 10.33 Recourse under Agreement. All covenants, stipulations, promises, agreements and obligations of the Owner contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Owner, and not of any commissioner, director, officer, official, employee or agent (including counsel) of the Owner in such person's individual capacity, and no recourse shall be had for any reason whatsoever hereunder against any commissioner, director, officer, official, employee or agent (including counsel) of the Owner or any natural person executing this Agreement on behalf of the Owner.

Section 10.34 Federal Compliance and Assurance.

(a) If Contractor receives any federal funds in this Agreement, Contractor and all their applicable sub-contractors shall comply with the nondiscrimination requirement of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973 as amended; and the Age Discrimination Act of 1975, to the effect that no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available in this Agreement.

(b) Pursuant to 18 U.S.C. section 1913 and 31 U.S.C. section 1352, Contractor understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of federal government.

ARTICLE XI

EPA REQUIREMENTS AND REGULATIONS

Section 11.1 Disadvantaged Business Enterprise Opportunity and Non-Discrimination.

(a) The Contractor acknowledges and agrees that it shall make good faith efforts to contract with DBEs pursuant to 40 CFR 33.301 in any subcontract agreements that it enters into with the Owner's prior written consent to procure equipment, services and supplies in connection with this Agreement. The good faith efforts are required to ensure DBEs have the opportunity to compete for procurements funded by EPA financial assistance. The Contractor agrees to document its methods used to adhere to good faith efforts and retain the documentation in the Contractor's records pursuant to the regulations at 40 CFR 33.501(a).

(b) Pursuant to Section 10.13 of this Agreement and Appendix A to 40 CFR Part 33, the Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. The Contractor shall fully comply with the applicable requirements of 40 CFR Part 33 in fulfilling its obligations under this Agreement. Failure by the Contractor to carry out these requirements is a material breach of this Agreement which may result in the termination of this Agreement or other legally available remedies.

Section 11.2 Fixed-price Contract. The Contractor acknowledges and agrees that this Agreement is a fixed-price procurement contract pursuant to 2 CFR 200.320(b)(1), and that it is not a subaward. The Contractor acknowledges and agrees that it is a “contractor” as that term is defined under 2 CFR 200.331(b), and that it is not a “subrecipient” as that term is defined under 2 CFR 200.331(a).

Section 11.3 Limits on Contractor Compensation.

(a) The Contractor acknowledges and agrees that it may not be paid on an hourly, daily or other basis that has the effect of exceeding the amount paid to Federal employees at Level IV of the Executive Schedule. Information on how to calculate the maximum daily rate and the daily pay limitation is available at the Office of Personnel Management. Specifically, to determine the maximum daily rate:

- Divide the Level IV salary by 2087 to determine the hourly rate. Rates must be rounded to the nearest cent, counting one-half cent and over as the next higher cent (e.g., round \$18.845 to \$18.85).
- Multiply the hourly rate by 8 hours. The product is the maximum daily rate.

(b) The consultant fee cap only covers personal compensation. Reimbursement recipients pay to consultants for overhead and travel costs are not subject to the consultant fee cap. The consultant fee cap is subject to revision annually when the OPM changes the compensation for Level IV of the Executive Schedule.

(c) Contracts or subcontract agreements with multi-employee firms for Services are not affected by the consultant compensation limitation in 2 CFR 1500.10 provided the Contractor or subcontractor rather than the Owner selects, directs and controls individual employees providing individual employees providing Services under this Agreement.

Section 11.4 EPA’s Software and Other Intellectual Property Rights. In addition to the Intellectual Property Rights that the Owner has under Section 10.7 of this Agreement, the Contractor acknowledges and agrees that the EPA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Contractor’s Instruments of Services for Federal purposes, and to authorize others to do so as provided in 2 CFR 200.315.

Section 11.5 Debarment and Suspension.

(a) Pursuant to 2 CFR 180.135, the Contractor confirms it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs and the Contractor will deliver a certification, attached hereto as Exhibit J, to the Owner

documenting that the Contractor is not excluded prior to the execution of this Agreement and that it not listed on the government-wide exclusions in the System for Award Management (SAM) list of parties excluded from federal procurement or non-procurement programs, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 152489 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(b) The Contractor agrees to comply with 2 CFR Parts 180 and 1532 when using funds in connection with this Agreement and will inform each person with whom they do business with at the next lower tier (2 CFR Section 180.330) of these requirements. The Contractor agrees to include these requirements to comply with subpart C of 2 CFR Parts 180 and 1532 (2 CFR Section 1532.332) in all subcontract agreements.

Section 11.6 Required Contract Clauses. Appendix II of the Uniform Grant Guidance and Appendix A to 40 CFR Part 33 are incorporated into and made fully a part of this Agreement. The Contractor agrees to fully comply with all applicable requirements under those documents in the performance of its obligations under this Agreement, including, but not limited to, the following provisions as per 2 CFR Part 200, Appendix II which are hereby incorporated into and made fully a part of this Agreement. The Contractor further agrees to incorporate these requirements and all applicable terms and conditions of the EPA Grant Agreement into any subcontract agreements that it enters into for the Services to be performed under this Agreement. The Contractor acknowledges and agrees that any subcontractor shall be subject to the same terms and provisions of this Agreement and that such subcontractor shall be bound to the Contractor in the same manner as the Contractor is bound to the Owner.

(a) Compliance with the Equal Employment Opportunity Act. The Contractor shall comply with all of the provisions of Executive Order 11246 as amended by Executive Order 11375 and supplemented by regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”, and of the rules, regulations and relevant orders of the Secretary of Labor. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(b) Compliance with the Davis-Bacon Act. Contractor shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by

DOL regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) and shall include these provisions in any specifications prepared for the Project. The Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor, and that it shall be required to pay wages not less than once a week. The Contractor shall place a copy of the current prevailing wage determination issued by the DOL in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination, (wage determinations on line at <https://wdol.gov/>). This includes the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by DOL regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”) providing that the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public Work, to give up any part of the compensation to which they are otherwise entitled.

Compliance with the Davis Bacon Act requires the Contractor to submit on a weekly basis, a certified copy of all payrolls for the preceding weekly payroll period. Each payroll submitted shall be accompanied by a Statement of Compliance using page 2 of Form WH-347 Payroll (For Contractors Optional Use), or any form with identical wording, certifying compliance with applicable requirements. The statement is to be signed by the Contractor or subcontractor or by an authorized officer or employee of the Contractor or subcontractor who supervises the payment of wages.

(c) Compliance with the Clean Air Act and the Federal Water Pollution Act. The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Act (33 U.S.C. 1251-1387). The Contractor shall report violations to Owner and the regional office of the EPA.

(d) Compliance with Byrd Anti-Lobbying Amendment. The Contractor shall comply with all provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and shall submit the required certification, attached hereto as Exhibit K, to the Owner that it will not use Federal funds to pay any person or organization for influencing an officer or employee of any agency, a member, officer or employee of Congress in connection with this EPA Grant and Agreement. The Contractor shall require any subcontractor to comply with these provisions and submit the required certification.

(e) Compliance with Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services. The following provision is required by 2 CFR § 200.216 and applies to all obligations and expenditures of EPA financial assistance funding on or after August 13, 2020:

(1) Contractor is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced

by the companies and corporations listed on <https://sam.gov/SAM/> (or any subsidiary or affiliate of such entities). Contractor may not use funds paid under this Agreement to purchase:

(i) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by the companies and corporations listed on <https://sam.gov/SAM/> (or any subsidiary or affiliate of such entities);

(ii) telecommunications or video surveillance services provided by such entities or using such equipment; and,

(iii) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) consistent with 2 CFR § 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for obligating or expending costs for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR § 200.216 to:

(i) procure or obtain, extend or renew a contract to procure or obtain;

(ii) enter into a contract (or extend or renew a contract) to procure; or

(iii) obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in Public Law 115-232, section 889, are recorded in the System for Award Management exclusion list.

(g) Compliance with Domestic Preference for Procurements. Pursuant 2 CFR 200.322, the Contractor shall, to the greatest extent practicable and consistent with applicable law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Contractor agrees to include the requirements of this provision in all subcontracts and specifications prepared for the Project. For purposes of this provision, “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage, through the application of coatings, occurred in the United States, and “manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and timber.

(h) Compliance with Build America Buy America. The Bipartisan Infrastructure Law expanded domestic sourcing requirements with the inclusion of the Build America, Buy America Act (“BABA”). The Contractor shall comply with all applicable federal requirements (including those imposed by the Infrastructure Investment and Jobs Act, Public Law No. 117-58) including, but not limited to:

(i) that all of the iron and steel manufactured products and construction materials used in the Project are produced in the United States (the “Build America, Buy America Requirements”) unless (i) a waiver was obtained pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) the Owner has been otherwise advised that the Build America, Buy America Requirements are not applicable to the Project; and

(ii) compliance with all record keeping and reporting requirements under all applicable legal authorities including reports required by the EPA and Owner including, but not limited to, information on costs and Project progress.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized officers or representatives as of the date first above written.

OWNER:

CONNECTICUT PORT AUTHORITY

By: _____
Name: _____
Title: Authorized Representative

CONTRACTOR:

[_____]

By: _____
Name: _____
Title: [Authorized Representative]

The undersigned, being the person signing this Agreement, swears that the representation in the Consulting Agreements Representation provision in this Agreement is true to the best of my knowledge and belief, and is subject to the penalties of false statement. *[Note: Contracts with value of \$50,000 or more require sworn statement].*

By: _____
Name: [_____]
Title: [Authorized Representative]

Date: _____

Sworn and subscribed before me on this _____ day of _____, 20[].

Commissioner of the Superior Court
or Notary Public

My Commission Expires

SCHEDULES/EXHIBITS
TO THE
PROFESSIONAL SERVICES AGREEMENT

between

CONNECTICUT PORT AUTHORITY

and

Dated as of

[_____], [] 20[]

SCHEDULE A

SCOPE OF SERVICES TO BE PERFORMED

PROJECT STATEMENT AND BACKGROUND

In order to assist the Owner in further developing and implementing Connecticut's ports, waterfront facilities and maritime economy, the selected Contractor is expected to provide certain engineering services to the Project which consists of purchasing mobile shore power equipment, furnishing and installing supporting shore power infrastructure at the New London State Pier (NLSP). This will enable docked marine vessels to connect to the local electric grid to power onboard services instead of running their diesel engines.

This BABA compliant system will reduce diesel emissions by providing power to vessels at berth and decrease health risks and noise pollution for port workers and near-port communities in a non-attainment and disadvantaged area. The Project will further reduce the carbon footprint of port operations and actively and consistently engage stakeholders in the New London community to increase awareness, facilitate public education, and encourage communication on emission reduction initiatives.

SCOPE OF SERVICES

The Contractor will be required to perform the following Services outlined herein. It is expected that the Contractor will demonstrate ability to perform and produce additional Deliverables, Services and Tasks, and corresponding timelines for the delivery of same, beyond these minimum/base Services, which will be mutually agreed upon, by both Parties, under a separate agreement prior to the commencement of the Term and/or any performance, by the Contractor, of any Services under the provisions of the Agreement. The comprehensive Scope of Services produced thereby and any related timeframe is incorporated by reference as an addendum to this Schedule A.

As part of the recently completed construction works at the NLSP, shore-to-ship power plug-in capabilities were provided at both berths (Northeast and East). The plug-in at the Northeast berth can support vessel hotel loads (lighting, climate control, ward rooms, kitchen) only, whereas the plug-ins at the East berth can support both hotel and vessel operations (excluding installation main crane) loadings. The Project includes furnishing and installing an additional power vault at the East Berth with a 6.6 kV shore power connecting system and procuring and installing a Mobile Cable Positioning Device that can connect to the power vault, or to one of the two existing vaults, and supply cabling to the docked vessels. The additional power vault to be installed at the East Berth will allow the mobile unit to serve a wider variety of vessel types and sizes.

The selected Contractor will provide engineering services based on the following details covering project background and scopes of Work.

This Project is intended to supplement the in-place electrical infrastructure with the following two additional items for the East Berth:

- A second (northern) plug-in point at the installation berth that can support both hotel and vessel operational loadings.
- A mobile power unit that connects the installed shoreside electrical infrastructure to the shipboard systems.

The selected Contractor shall support the following three distinct areas of Work:

1. **Equipment Specification** – Proposer to specify the equipment calling out long-lead items required, including, but not limited to, BABA compliance and other requirements set forth in the Agreement.
2. **Engineering & Design**– Proposer to provide the electrical, civil and structural engineering design, including, but not limited to, construction cost estimates and other tasks stated in the Agreement.
3. **Installation & Support** – Proposer to oversee the installation of the Work at the Project site pursuant to and in accordance with the Agreement and according to the engineering design.

Specifically, the selected Contractor shall perform the following scopes of Work:

- A. **Project Familiarization** – Proposer to ensure full understanding of the technical details of the port and installations based on access to the as-built documentation package for the NLSP.
- B. **Equipment Specification** – Proposer to specify and identify all relevant and long-lead equipment requirements specification for the necessary manufacturing procurement process by the Authority.
- C. **Engineering & Design** – Proposer to provide the electrical, civil and structural engineering design to facilitate the installation and constructability of the specified equipment including submittals for 30%, 60%, 100% design as well as IFC purposes – and to provide construction cost estimates at 30%,100%, and Final design stages.
- D. **Installation Supervision** – Proposer to oversee the installation of the Work in the field and ensure that it is installed according to the delivered engineered design.
- E. **Ad-hoc Support** – Proposer to submit applicable cost structure for resources and hourly rates covering ad-hoc support needs over and above the specific pre-defined project work scopes.

SCHEDULE B

PAYMENT FOR EXTRA SERVICES

1. The fee amount for Extra Services may be increased by a supplemental written agreement if the scope for the Extra Services is enlarged. The fee amount for Extra Services may be decreased without a supplemental agreement if (a) the Extra Services are decreased, (b) a termination occurs, or (c) the Agreement is allowed to expire if the Owner's funds are exhausted before the Services are completed.
2. If cost for Extra Services cannot be determined in advance with reasonable accuracy, and will, rather, be paid on an hourly basis, the maximum hourly rate for each classification of employee to be used for such purpose shall be as follows:

CLASSIFICATION OF EMPLOYEE

MAXIMUM HOURLY RATE OF PAY

Experience Level of Consultant(s)	Hourly Rate
Junior Consultant (1-4 years' experience)	
Mid-Level Consultant (4+ years' experience)	
Senior Consultant (4-8 years' experience)	
Expert Consultant (8+ years' experience)	
Senior Expert Consultant (20+ years' experience)	

***Classification and rates to be determined during negotiations for Extra Services.**

SCHEDULE C
SUBCONTRACTORS (if any)

SCHEDULE D

CONTRACTOR'S INSURANCE

I. **Certificates of Insurance.** For all required insurance coverages, prior to commencing any Services hereunder, the Contractor shall provide to the Owner a Certificate of Insurance completed by a duly authorized representative of its insurer certifying that at least the minimum insurance coverages required in this Schedule are in effect, naming the Owner and others designated by the Owner as additional insureds as set forth herein, and specifying that the liability coverages, with the exception of Professional Liability, are written on an occurrence form and that the coverages will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without thirty (30) days advance written notice and specifying a ten (10) day written notice for non-payment of premium, to the Owner.

1. In the event that the Contractor has any self-insured retentions or deductibles under any of the minimum required coverages, the Contractor must identify on the certificate of insurance the nature and amount of such self-insured retention or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles shall be the sole responsibility of the Contractor.

2. The Owner's acceptance of a certificate of insurance does not constitute approval of coverage that is not in compliance with this Agreement.

3. If any of the insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with the party's final invoice or application for payment.

II. **Insurer Qualification.** All required insurance shall be provided through companies authorized to do business in the State of Connecticut with a Best rating of A or better unless otherwise specifically approved by the Owner. A copy of all insurance policies required herein shall be made available for the Owner's review at a mutually convenient time and place within ten (10) days of the Owner's written request.

III. **Insurance Primary.** All insurance coverages provided by the Contractor and those for whom it is liable shall be primary, and any insurance or self-insurance program carried by the Owner will be considered excess or contingent.

IV. **No Reduction or Limit of Obligation.** By requiring insurance herein, the Owner does not represent that coverage and limits will necessarily be adequate to protect the party providing insurance. The insurance required herein shall not reduce or limit any party's contractual obligation in connection with its obligations pursuant to the Agreement.

V. **Additional Insureds.** The Contractor and those for whom it is responsible shall, to the fullest extent permitted by Applicable Law, add and include the Owner, its directors, officers, representatives, agents, employees, and any other parties designated by the Owner, as additional insureds on all liability policies required hereunder, with the exception of workers compensation and professional liability coverage. The additional insured coverage must include the same completed operations coverage required herein for commercial general liability coverage. Additional insured coverage provided under general liability and umbrella/excess liability policies

must be provided under ISO forms CG 20 10 10 01 and CG 20 37 10 01 or their equivalent, if approved in writing by Owner. Additional insured coverage on liability policies will be primary coverage to any other coverage maintained by such additional insureds and shall not permit or require such other coverage to contribute to the payment of any loss.

VI. **Duration of Coverage.** All insurance coverages provided hereunder shall be maintained without interruption during the entire Term and for such additional time as the Owner may require.

VII. **Retroactive Date and Extended Reporting Period.** If the Owner specifically permits any required insurance to be issued or renewed on a “claims made” form, as opposed to the “occurrence” form, the retroactive date for such claims made coverage shall be no later than the Commencement Date and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims (Tail Coverage) shall be available for at least thirty-six (36) months.

VIII. **Subrogation Waiver.** The Contractor and its Subcontractors of all tiers waive all rights against the Owner and the Owner’s agents, officers, directors, employees and those for whom they are liable, for any Damages to the extent covered by insurance, and to the extent of actual recovery of insurance proceeds, excluding any applicable deductible. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

IX. **Subcontractors’ Insurance.** The Contractor shall cause all its Subcontractors and those for whom they are responsible to provide and maintain insurance in compliance herewith, using good business judgment in establishing coverage limits and deductibles applicable to such insurance, and subject to the Owner’s acceptance. They shall furnish to the Owner copies of certificates of insurance evidencing such coverage.

X. **Excluded Obligations.** Except for purchasing and maintaining property insurance, the Owner shall bear no responsibility and shall provide no coverages for any obligations of the Contractor, or those for whom it is liable, under any contract.

XI. **ISO Forms.** To the extent applicable, the types of insurance shall conform to the minimum terms, conditions, and coverages of the Insurance Service Office (ISO) policies, forms, and endorsements, or equivalent.

XII. **Contractor’s Insurance Obligations.**

A. the Contractor and its subcontractors shall carry for the duration of this Agreement, and any supplements thereto, the coverage policies listed below, with the Owner being named as an additional insured:

- i. **Commercial General Liability.** The Contractor shall maintain Commercial General Liability Insurance, covering all operations by or on behalf of the Contractor on an occurrence basis against claims for personal injury (including bodily injury and death) and property

damage (including loss of use). Such insurance shall provide Five Million Dollars (\$5,000,000) for all Damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all Damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Five Million Dollars (\$5,000,000) for all Damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

- ii. **Automobile Liability.** The Contractor shall maintain business auto liability insurance covering liability arising out of any auto (including owned, hired and non-owned autos). The operation of all motor vehicles, including those hired or borrowed, used in connection with the Agreement shall be covered by Automobile Liability Insurance providing for a total limit of Two Million Dollars (\$2,000,000) for all Damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all Damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).
- iii. **Valuable Papers and Records.** The Contractor shall secure and maintain a Valuable Papers Insurance Policy at no direct cost to the Owner, until the complete design has been accepted by the Owner, and all original tracings, highway and bridge design computations, survey data, documents or data will have been returned to the Owner. This will assure the Owner that all records, papers, maps, statistics, survey notes, all tracings, highway and bridge design and other data or documents will be reestablished, recreated or restored if made unavailable by fire, theft, or any other cause. When survey data is furnished by the Owner it shall retain in its possession duplications of all survey plans and field notes. The Contractor shall retain in its possession duplications of all products of its Services under this Agreement, if and when it is necessary for the originals to be removed from its possession during the time that this policy is in force.
- iv. **Workers' Compensation.** With respect to all operations the Contractor performs and all those performed for the Contractor by subcontractors, the Contractor and its subcontractor(s) shall maintain Workers' Compensation Insurance, employers liability insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively.
- v. **Professional Liability.** The Contractor shall secure and maintain, at no direct cost to the Owner, a Professional Liability Insurance

policy for errors and omissions in the minimum amount of Five Million Dollars (\$5,000,000). The Contractor shall obtain the appropriate and proper endorsement to its Professional Liability Policy to cover the Indemnification clause in this contract as the same relates to negligent acts, errors or omissions in the Services performed by the Contractor. The Professional Liability Policy shall include coverages for: (a) insured's interest in joint ventures, if applicable; (b) limited contractual liability; (c) retroactive date prior to work; and (d) extended reporting period of 36 months. The Contractor may, at its election, obtain a policy containing a maximum Two Hundred Fifty Thousand Dollars (\$250,000) deductible clause, but if the Contractor should obtain a policy containing such a clause the Contractor shall be liable, as stated above herein, including the deductible amount. The Contractor shall continue this liability insurance coverage for a period of six (6) years from the date of acceptance of the completed design or Services subject to the continued commercial availability of such insurance.

vi. **Excess/Umbrella Liability.** The Contractor shall secure and maintain, at no direct cost to the Owner, an Excess/Umbrella Insurance Policy in the minimum amount of Five Million Dollars (\$5,000,000). The Contractor shall obtain the appropriate and proper endorsement to its Excess/Umbrella Liability Policy to cover the Indemnification clause in this contract as the same relates to the Services performed by the Contractor. The Contractor may, at its election, obtain a policy containing a maximum Two Hundred Fifty Thousand Dollars (\$250,000) deductible clause, but if the Contractor should obtain a policy containing such a clause the Contractor shall be liable, as stated above herein, including the deductible amount. The Contractor shall continue this liability insurance coverage for a period of three (3) years from the date of acceptance of the completed design or Services subject to the continued commercial availability of such insurance.

B. It is understood that the above insurance may not include standard liability coverage for pollution and/or environmental impairment. However, the Contractor agrees to acquire and maintain pollution and environmental impairment coverage as part of this Professional Liability Insurance, if such insurance is applicable to the Services performed by the Contractor under this Agreement.

XIII. **Copies.** The Contractor shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the Owner.

XIV. **Redactions.** In providing said policies, the Contractor may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement.

EXHIBIT A

CONTRACTOR'S DESIGNATED PERSONNEL

EXHIBIT B

[EXTRA SERVICES]

EXHIBIT C



STATE OF CONNECTICUT
CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a bid or proposal or a non-competitive contract with a value of \$50,000 or more, pursuant to C.G.S. § 9-612.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of submission of your bid or proposal (if no bid or proposal- submit this completed form with the earliest submittal of any document to the state or quasi-public agency prior to the execution of the contract), and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier.

Check One:

- Initial Certification
Updated Certification because of change of information contained in the most recently filed certification

CAMPAIGN CONTRIBUTION CERTIFICATION:

I certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of subdivision (2) of subsection (f) of Section 9-612 of the General Statutes, without mitigating circumstances having been found to exist concerning such violation. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

All Campaign Contributions on behalf of any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidate, for a period of four years prior to signing the contract or date of the response to the bid, whichever is longer, include:

Table with 5 columns: Contribution Date, Name of Contributor, Recipient, Value, Description. Multiple empty rows for data entry.

Effective July 23, 2021

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20_____.

Commissioner of the Superior Court (or Notary Public)
_____ **My Commission Expires**



EXHIBIT D

Sec. 4a-60. (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities.

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
- (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, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, 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; and the contractor further agrees to take affirmative action to ensure 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, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, 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 CHRO;
 - (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 CHRO advising the labor union or workers' representative of the contractor's commitments under Sections 4a-60 of the Connecticut General Statutes 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 Sections 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and
 - (5) The contractor agrees to provide the CHRO 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 4a-60 and section 46a-56.

- (b) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

Sec. 4a-60a. Contracts of the state and political subdivisions, other than municipalities, to contain provisions re nondiscrimination on the basis of sexual orientation.

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
 - (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 CHRO advising the labor union or workers' representative of the contractor's commitments under Section 4a-60a of the Connecticut General Statutes 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 Sections 4a-60a, 46a-68e, and 46a-68f, inclusive, of the Connecticut General Statutes and with each regulation or relevant order issued by the CHRO pursuant to Sections 46a-56, 46a-68e, and 46a-68f of the Connecticut General Statutes; and
 - (4) The contractor agrees to provide CHRO 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 4a-60a and section 46a-56.

EXHIBIT E



AFFIDAVIT OF THIRD-PARTY FEES

This Affidavit must be completed and properly executed by an individual or business entity submitting a bid/proposal/statement of qualifications to Connecticut Port Authority (such individual or business entity hereinafter in this form referred to as the "Contractor"). The purpose of this Affidavit is to ascertain if the Contractor has made or promised any payment to a third party attributable to this Agreement. If no such payment has been made or promised, Contractor should write "None" in the first box in the table and execute this Affidavit. For purposes of the Affidavit, Contractor's subcontractors, if any, are not considered third parties.

I, _____, a duly authorized officer and/or representative of _____ (firm name) (the "Contractor"), being duly sworn, hereby depose and say that:

- 1. I am over eighteen (18) years of age and believe in the obligations of an oath;
2. The Contractor seeks to enter into the "PROFESSIONAL SERVICES AGREEMENT" (the "Agreement") with Connecticut Port Authority; and
3. All third party fees and agreements to pay third party fees attributable to the Agreement are as follows:

Table with 4 columns: Name Of Payee, Dollar Amount Paid Or Value Of Non-Cash Compensation AND Date, Fee Arrangement, Specific Services Performed Or To Be Performed By Payee^1

(Attach additional copies of this page as necessary.)

NOTE: For each third party fee arrangement described above (if any), complete the attached Form.

- 4. The information set forth herein is true, complete and accurate to the best of my knowledge and belief under penalty of perjury.

Signed: _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 20 _____

Notary Public/Commissioner of the Superior Court

Commission Expiration Date

1 Please attach documents evidencing the terms of the fee arrangement and services.



ADDENDUM TO AFFIDAVIT OF THIRD-PARTY FEES

For each third party fee arrangement disclosed in the attached Affidavit, please explain whether and how each such payment falls within one or more of the following categories of compensation:

Compensation earned for the rendering of planning services when engaged in the ongoing business of providing planning services;

Compensation earned for the rendering of investment services when provided by an investment professional while engaged in the ongoing business of providing investment services;

Compensation for placement agent, due diligence or comparable tangible marketing services when paid to a person who is an investment professional (i) engaged in the ongoing business of representing providers of investment services, or (ii) in connection with the issuance of bonds, notes or other evidence of indebtedness by a public agency;

Compensation earned by a licensed real estate broker or real estate salesperson while engaging in the real estate business on an ongoing basis; or

Payments for client solicitation activities meeting the requirements of Rule 206(4)-3 under the Investment Advisers Act of 1940.

Attach additional pages as necessary.

EXHIBIT F

CHRO NOTIFICATIONS CONCERNING CONTRACT COMPLIANCE

(SEE CHRO FORMS ATTACHED)



State of Connecticut
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
Contract Compliance Unit – 450 Columbus Blvd., Suite 2, Hartford, CT 06103
Promoting Equality and Justice for all People

NOTICE CONCERNING CONTRACT COMPLIANCE RESPONSIBILITIES

To All Labor Unions, Workers Representatives, and Vendors:

Any State of Connecticut-funded contract that this contractor holds shall be performed in accordance with Conn. Gen. Stat. §§ 4a-60, 4a-60a, and 4a-60g.

This means that this contractor:

1. Agrees to provide the Commission on Human Rights and Opportunities (“CHRO”) with any information concerning this contractor’s employment practices and procedures which relates to the Commission’s responsibilities under Conn. Gen. Stat. §§ 4a-60, 4a-60a, 4a-60g or 46a-56; and
2. Agrees to include the provisions of Conn. Gen. Stat. §§ 46a-60(a) and 4a-60a in each and every subcontract and purchase order and to take whatever action the CHRO deems necessary to enforce these provisions.

WITH REGARD TO RACE, COLOR, RELIGIOUS CREED, AGE, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, SEX, GENDER IDENTITY OR EXPRESSION, STATUS AS A VETERAN, STATUS AS A VICTIM OF DOMESTIC VIOLENCE, INTELLECTUAL DISABILITY, MENTAL RETARDATION OR PHYSICAL DISABILITY, INCLUDING, BUT NOT LIMITED TO, BLINDESS, this means that this contractor:

1. Shall not discriminate or permit discrimination against anyone;
2. Shall take affirmative action so that persons applying for employment are hired on the basis of job-related qualifications and that employees once hired are treated without regard to race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, 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;
3. Shall state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that it is an affirmative action-equal opportunity employer;
4. Shall comply with Conn. Gen. Stat. §§ 4a-60, 46a-68e, and 46a-68f and with each regulation or relevant order issued by the CHRO pursuant to sections 46a-56, 46a-68e, 46a-68f, and 46a-86
5. Shall make good faith efforts to employ minority business enterprises as subcontractors and as suppliers of materials.

REV20240711

Main (860) 541-3400 | Fax (860) 541-3432
portal.ct.gov/CHRO | Toll Free in Connecticut (800) 477-5737 | TDD (860) 541-3459
Affirmative Action / Equal Opportunity Employer



State of Connecticut
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
Contract Compliance Unit – 450 Columbus Blvd., Suite 2, Hartford, CT 06103
Promoting Equality and Justice for all People

WITH REGARD TO SEXUAL ORIENTATION AND GENDER IDENTITY OR EXPRESSION:

1. The contractor will not discriminate or permit discrimination against anyone, and employees will be treated without regard to their sexual orientation, gender identity or expression once employed; and
2. The contractor agrees to fully comply with Conn. Gen. Stat. § 4a-60a and each regulation or relevant order issued by the CHRO under Conn. Gen. Stat. § 46a-56.

Persons having questions about this notice or their rights under the law are urged to contact the:

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE UNIT
450 Columbus Boulevard, Suite 2
Hartford, CT 06103
(860) 541-3434

**COPIES OF THIS NOTICE SHALL BE POSTED IN CONSPICUOUS PLACES
AVAILABLE TO ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT**

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by [Sections 4a-60 and 4a-60a](#) of the Connecticut General Statutes; and, when the awarding agency is the State, [Sections 46a-71\(d\) and 46a-81i\(d\)](#) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at [Section 46a-68j-21 through 43](#) of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by [Sections 4a-60 and 46a-71\(d\)](#) of the Connecticut General Statutes.

According to [Section 46a-68j-30\(9\)](#) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in [Section 4a-60](#) of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in 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.](#)” “Minority” groups are defined in [Section 32-9n](#) of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by [Section 4a-60g](#) of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of [Section 46a-68j-21\(11\)](#) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with [Sections 46a-68-1 to 46a-68-17](#) of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See [Section 46a-68j-30\(10\)\(E\)](#) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following [BIDDER CONTRACT COMPLIANCE MONITORING REPORT](#) must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to [Sections 4a-60 and 4a-60a](#) CONN. GEN. STAT., and [Sections 46a-68j-23](#) of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

[Section 4a-60g](#) CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision [4a-60g](#) CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

<p>MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.</p> <p>BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.</p> <p>MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.</p> <p>LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.</p> <p>COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists</p> <p>ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.</p> <p>OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).</p>	<p>BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.</p> <p>CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.</p> <p>INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.</p> <p>MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.</p> <p>PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.</p>
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3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p>White (not of Hispanic Origin)-All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p>Black (not of Hispanic Origin)-All persons having origins in any of the Black racial groups of Africa.</p> <p>Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p>Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p>American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I – Bidder Information

<p>Company Name: _____</p> <p>Street Address: _____</p> <p>City & State: _____</p> <p>Chief Executive: _____</p>	<p>Bidder Federal Employer Identification Number: _____</p> <p>Or Social Security Number: _____</p>
<p>Major Business Activity: (brief description)</p> <p>_____</p>	<p>Bidder Identification (response optional/definitions on page 1)</p> <p>-Bidder is a small contractor? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>-Bidder is a minority business enterprise? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(If yes, check ownership category)</p> <p>Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/></p> <p>American Indian/Alaskan Native <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/></p> <p>Individual(s) with a Physical Disability <input type="checkbox"/> Female <input type="checkbox"/></p> <p>-Bidder is certified as above by State of CT? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Bidder Parent Company: (If any)</p> <p>_____</p>	
<p>Other Locations in CT: (If any)</p> <p>_____</p>	

PART II - Bidder Nondiscrimination Policies and Procedures

<p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of CT? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>12. Does your company have a written affirmative action Plan? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If no, please explain.</p> <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, give name and phone number:</p> <p>_____</p>

Part III - Bidder Subcontracting Practices

(Page 4)

1. Will the work of this contract include subcontractors or suppliers? Yes No

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes No

PART IV - Bidder Employment Information

Date:

JOB CATEGORY*	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Blgd/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

PART V - Bidder Hiring and Recruitment Practices

(Page 5)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service	<input type="checkbox"/>	<input type="checkbox"/>			Work Experience	
Private Employment Agencies	<input type="checkbox"/>	<input type="checkbox"/>			Ability to Speak or Write English	
Schools and Colleges	<input type="checkbox"/>	<input type="checkbox"/>			Written Tests	
Newspaper Advertisement	<input type="checkbox"/>	<input type="checkbox"/>			High School Diploma	
Walk Ins	<input type="checkbox"/>	<input type="checkbox"/>			College Degree	
Present Employees	<input type="checkbox"/>	<input type="checkbox"/>			Union Membership	
Labor Organizations	<input type="checkbox"/>	<input type="checkbox"/>			Personal Recommendation	
Minority/Community Organizations	<input type="checkbox"/>	<input type="checkbox"/>			Height or Weight	
Others (please identify)	<input type="checkbox"/>	<input type="checkbox"/>			Car Ownership	
	<input type="checkbox"/>	<input type="checkbox"/>			Arrest Record	
	<input type="checkbox"/>	<input type="checkbox"/>			Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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EXHIBIT G



CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
Rev. 01/22
Page 1 of 3

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

Please note: A copy of, or a hyperlink to, the electronic version of this notice must be provided in the bid specifications or requests for proposals for a state contract. Notice of the contribution certification requirements detailed below must also be given. No state agency or quasi-public agency shall execute a state contract unless such contract contains a representation that the chief executive officer or authorized signatory of the contract has received such notice and the written certifications have been provided by the state contractor.

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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 (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 (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (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.

On and after January 1, 2011, 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 knowingly *solicit* contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor 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.

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.

CERTIFICATION REQUIREMENT

A state contractor or prospective state contractor submitting a bid or proposal for a state contract must disclose on the certification form (typically OPM Form 1,) all contributions made by any of its principals to any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for the benefit of such candidates for a period of four years prior to the signing of the contract or date of the response to the bid, whichever is longer, and certify that all contributions have been disclosed.

Furthermore, a state contractor or prospective state contractor submitting a bid or proposal for a state contract shall certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of General Statutes § 9-612, without mitigating circumstances being found.

Each certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

For further information on the notice and certifications, and to find answers to many questions raised by this notice, please see the Frequently Asked Questions – State Contractors section of the Commission's website at <https://seec.ct.gov/Portal/SCCB/FAQs>.



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—Up to \$2,000 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 up to \$2,000 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 not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions 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 shall 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 about state contractors campaign finance limitations may be found on the website of the State Elections Enforcement Commission, <https://portal.ct.gov/seec>. Click on the link to "State Contractor and Lobbyist Provisions."

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.



DEFINITIONS (CONTINUED)

"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, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"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 fundraising 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, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, 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.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) 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 (ii) 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 subcontractor" 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 subcontractor, 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 subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (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 subcontractor.

EXHIBIT H
EPA Grant Agreement

(See Attached)

EXHIBIT I
Iran Certification

INSTRUCTIONS:

Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of submission of your bid or Proposal (if no bid or Proposal– submit this completed form with the earliest submittal of any document to the state or quasi-public agency prior to the execution of the contract), and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or Proposal for a contract, whichever is earlier.

Check One:

- Initial Certification

- Updated Certification because of change of information contained in the most recently filed certification

IRAN CERTIFICATION:

I certify that the entity has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date. The entity makes a good faith effort to determine whether it has made such an investment described above, and if the entity makes such good faith effort it shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A “good faith effort” for purposes of this certification includes a determination that the entity is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this certification shall be construed to impair the ability of the Authority to pursue a breach of contract action for any violation.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Entity Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this ____ day of _____, 20 ____.

Commissioner of the Superior Court (or Notary Public)

_____ My Commission Expires

EXHIBIT J
Debarment or Suspension Certification

INSTRUCTIONS:

Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of submission of your bid or Proposal (if no bid or Proposal– submit this completed form with the earliest submittal of any document to the state or quasi-public agency prior to the execution of the contract), and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or Proposal for a contract, whichever is earlier.

Check One:

- Initial Certification

- Updated Certification because of change of information contained in the most recently filed certification

DEBARMENT OR SUSPENSION CERTIFICATION:

I certify that the entity, pursuant to 2 CFR Parts 180 and 1532, has not been debarred or suspended or otherwise excluded from or ineligible for participation in any Federal assistance program and that it is not listed on the government-wide exclusions in the SAM list of parties excluded from federal procurement or non-procurement programs. Nothing in this certification shall be construed to impair the ability of the Authority to pursue a breach of contract action for any violation.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Entity Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this ____ day of _____, 20 ____.

Commissioner of the Superior Court (or Notary Public)

_____ My Commission Expires

EXHIBIT K
Anti-Lobbying Certification

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE:

(signature)

(date)

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action: a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance _____</p>	<p>2. Status of Federal Action: a. bid/offer/application _____ b. initial award _____ c. post-award _____</p>	<p>3. Report Type: a. initial filing _____ b. material change _____</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee _____ Tier _____, if Known:</p> <p>Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, <i>if applicable</i>: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503