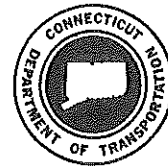


STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

Phone: (203) 497-3347

November 24, 2015

Ms. Marinella L. DeMarco
President
DeMarco Management Corporation
117 Murphy Road
Hartford, CT 06114

Dear Ms. DeMarco:

Subject: Facility Management Services
Shore Line East Stations

The Connecticut Department of Transportation (Department), Office of Rail, appreciates the responsiveness of DeMarco Management Corporation (DeMarco) in considering the opportunity to provide facility management services at the Shore Line East railroad stations and associated facilities, effective December 1, 2015.

Commissioner Redeker has executed an Emergency Declaration, copy enclosed, allowing the Office of Rail to immediately procure any and all services deemed necessary for the seamless, continued operation and maintenance of the sites. In this regard, the Department is in receipt of your proposal and associated costing, offered in an e-mail dated November 11, 2015, to Ms. Marlene Cordero of my staff (copy enclosed) and is in general agreement with the same.

It is acknowledged that DeMarco staff expense is an estimate and subject to actual time expended relative to site specific activities. Further, the Management Fee is based on a month-to-month term and includes state standard, Commercial General Liability insurance coverage, and other required liability insurance coverages, as stated in the "Agreed Upon Scope of Services and General Provisions" (copy enclosed). Lastly, other actual expenses, including materials, supplies and subcontracted services will be "passed through" to the Department, without mark-up.

In keeping with the Department's standard facility management agreement template, additional provisions, attached hereto, will require acknowledgement by DeMarco to memorialize the subject assignment.

Ms. Marinella L. DeMarco

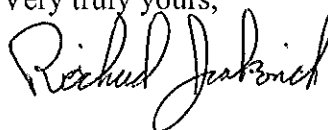
-2-

November 24, 2015

Please indicate concurrence below by a duly authorized official of DeMarco Management Corporation to provide facility management services at the Shore Line East railroad stations and associated facilities based on review of all documentation included with this letter. Please return one original signed copy of this letter to my attention at the earliest possible opportunity. The second copy is for your files.

Please feel free to contact Mr. Craig M. Bordiere in New Haven at (203) 497-3356 to discuss any additional questions or comments involving this matter.

Very truly yours,



Richard T. Jankovich
Assistant Rail Administrator
Bureau of Public Transportation

DeMarco Management Corporation concurs:

By: _____ Date: _____

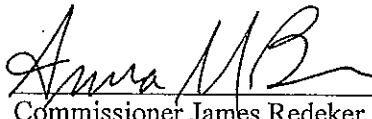
Title:

Enclosures

EMERGENCY DECLARATION
SHORE LINE EAST RAIL STATIONS

Pursuant to § 13b-4d(a)(1) of the Connecticut General Statutes, I, James Redeker, Commissioner of the Department of Transportation (Department), hereby declare a state of emergency exists with respect to the continued operation and maintenance associated with the Department-owned Shore Line East railroad stations, and the associated parking facilities and public access areas located between New Haven and Old Saybrook, Connecticut.

The Department's current facility management service provider has terminated its contract with the Department, effective midnight, Monday, November 30, 2015. In order to ensure no interruption in essential railroad service to passengers utilizing such stations, I intend to employ, in any manner, such assistance as may be required to procure operational and maintenance services at such railroad stations and the associated parking facilities and public access areas to address the emergency that I have declared.

 (signature)
Commissioner James Redeker

11-24-15 (date)

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
EXPRESS FINDING
PURSUANT TO SECTION 13b-35
OF THE
GENERAL STATUTES OF CONNECTICUT, AS REVISED

BE IT KNOWN, that I, James Redeker, Commissioner of Transportation, State of Connecticut, intend to exercise the powers conferred by Subsection (a) of Section 13b-34 of the General Statutes of Connecticut, as revised, and herewith make the Express Finding, pursuant to Section 13b-35 of the General Statutes of Connecticut, as revised, that:

1. The needs of the commuters of the State of Connecticut require that commuter rail transportation services and supporting facilities on the Shore Line East Line continue to be maintained.
2. Rail transportation and related station facilities on the Shore Line East Line are vital to the State of Connecticut and its rail commuters. Such service and facilities are beneficial in limiting growth of increasing traffic volumes on the I-95 corridor.
3. The Department of Transportation's current property manager will terminate their services effective midnight, Monday, November 30, 2015.
4. The Department of Transportation is responsible to provide continued rail service and safe transportation facilities.
5. The exercise of powers vested in the Commissioner of Transportation by Section 13b-34(a) of the General Statutes is essential to enter into agreement(s) to provide continued operation and maintenance of the Shore Line East railroad stations, associated parking facilities, and public access areas.
6. In accordance with the Express Finding herein made, I intend to execute an agreement with a qualified facility management company, selected under process of Emergency Declaration, to operate and maintain the Shore Line East railroad stations, associated parking facilities, and public access areas. Scope of services to include general maintenance, security, parking operations and others as may be deemed necessary by the Department, until such time a permanent facility management company is procured by or on behalf of the Department.

Dated at Newington, Connecticut, this 24th day of November, 2015

WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION


Name: Angela G. Brett


Name: SANDRA GUERRA

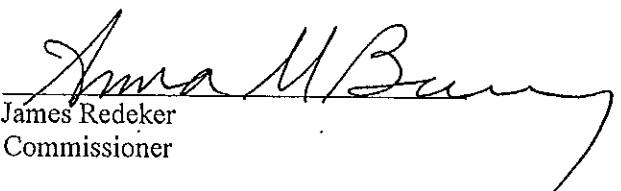

James Redeker
Commissioner

EXHIBIT A

Property Management Cost Calculation

Complete this form (in whole dollars) and return it with your proposal.

Firm Name: DeMarco Management Corporation

Location: Shore Line East Stations

Contract Term: Month to Month starting 12-1-15 (anticipated end date 6/30/16)

			Year 1	Year 2	Year 3	Year 4	Year 5
A. Management Fee (Annual)			\$6,786/mo				
	Hrs/week	Hr. Cost Inc./Benefits	Monthly Cost Year 1	Annual Cost Year 2	Annual Cost Year 3	Annual Cost Year 4	Annual Cost Year 5
B. Administrative Payroll			\$4,264/mo				
Site Property Manager							
Assistant Site Manager							
Environ./Safety Officer							
Other:							
Part B Sub-Total Annual Cost:			\$4,264/mo				
ANNUAL COST TOTALS (PART A + B)			\$11,050/mo				
			Hr. Cost Inc./Benefits				
C. Gen. Bldg. Payroll							
Electrician (E-1)							
Electrical Apprentice			\$63.47				
HVAC Mechanic (D-2) (Limited Heating/Cooling Journeyman's License)			\$43.50				
HVAC Apprentice							
Gen. Maint. Worker/ (General Trades Helper)			40	\$40.00			
Other: Day Porter							
Qualified Craft Worker							
Other: IT Support (Cameras)							
Other: Project Management			5% of cost				
			Annual Cost Year 1	Annual Cost Year 2	Annual Cost Year 3	Annual Cost Year 4	Annual Cost Year 5
D. Sub-contracted Gen. Bldg.							
Subcontractor: Electrical							
Subcontractor: Elevator							
Subcontractor: Security Sys.							
Subcontractor: Fire Alarm							
HVAC							
Part D Sub-Total Annual Cost:							

Does the fringe benefit component of the staffing cost calculation include charge backs for the following: (circle answers)

- 1) Retirement / N;
- 2) Life Insurance / N;
- 3) Health Insurance / N;
- 4) Vacation/Sick/Holiday / N;
- 5) Social Security (FICA) / N;
- 6) Unemployment (PUTA/SUTA) / N;
- 7) Workers' Compensation / N;
- 8) Uniforms / N;
- 9) Cell Phones/Beepers / N

Do the totals for 1) through 4) above equal or exceed the Department of Labor fringe benefit minimum specified in this RFP? Y / N (circle answer)

The stated hourly cost for Year 1 is based on 2,080 annual billable hours for time on the job.
(See Note 2 on next page.) (complete)

**AGREED UPON SCOPE OF SERVICES
AND GENERAL PROVISIONS**

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF TRANSPORTATION

AND

**DeMarco Management Corporation
("Contractor")**

Emergency Declaration
(dated November 24, 2015)

**FACILITY MANAGEMENT SERVICES FOR SHORE
LINE EAST RAILROAD STATIONS, ASSOCIATED
PARKING FACILITIES, AND PUBLIC ACCESS
AREAS ("Property") LOCATED BETWEEN NEW
HAVEN AND OLD SAYBROOK, CONNECTICUT**

ARTICLE 1. FEDERAL AND STATE CODES, STANDARDS AND GUIDELINES

All work required under the terms of this assignment shall be performed in accordance with all applicable Federal and State codes, standards and guidelines including, but not limited to, the following, as revised:

- (a) Connecticut State Fire Safety Code, Current Edition, including current supplements.
- (b) State Building Code, including 1996 BOCA National Building Code and 1999 Connecticut Supplement, or current approved editions.
- (c) National Electrical Safety Code, 2012 edition or latest revised edition.
- (d) Department of Transportation P5800.5, 1990 Emergency Response Guidebook.
- (e) Federal Register - Volume 56 No. 173/Friday, September 6, 1991, Appendix A to part 37 - "Standards of Accessible Transportation Facilities", ADA Accessibility Guidelines for Buildings and Facilities" or latest revised edition.
- (f) ICC/ANSI A117.1 - 1998 Accessible and Usable Buildings and Facilities, or current adopted edition.
- (g) NFIPA 101 Life Safety Code, or current adopted edition.
- (h) 1995 Model Energy Code, or current adopted edition.
- (i) 1997 International Plumbing Code, or current adopted edition.
- (j) 1996 International Mechanical Code, including current adopted edition.

In case of conflict between the State and Federal codes, standards and guidelines listed above, the Federal standards and guidelines will prevail as the minimum.

The Contractor is not responsible for any existing conditions on or at the Property that are in violation of the above-referenced codes, standards and guidelines. Should the Contractor be requested by the State to perform any work in order to bring said conditions into compliance with said codes, standards and guidelines, such work shall be considered Extra Work.

ARTICLE 2. TERM

The term of this assignment is month-to-month, commencing December 1, 2015 and with a minimum end date of June 30, 2016. Any extension of the term will be based on mutual agreement between the State and Contractor.

ARTICLE 3. CONTRACTOR RESPONSIBILITIES

To manage, operate and maintain the Property in an efficient and satisfactory manner in accordance with relevant Federal, State of Connecticut (State) and local standards and guidelines, rules and regulations. The Contractor shall act in a fiduciary capacity with respect to the proper protection of, and account for, the State's assets. In this capacity, the Contractor shall deal at "arms length" with all third parties and the Contractor shall serve the State's interests at all times. The Contractor shall not do business with any affiliate of the Contractor without the prior written consent of the State.

The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

ARTICLE 4. EMPLOYEES AND SCHEDULE OF EMPLOYEES

The Contractor shall have in its employ at all times a sufficient number of capable employees to enable it to properly, adequately, safely and economically manage, operate and maintain the Property. All matters pertaining to the employment, supervision, compensation, promotion and discharge of such employees are the responsibility of the Contractor, which is in all respects the employer of such employees. The Contractor may negotiate with any union lawfully entitled to represent such employees and may execute in its own name, and not as an agent for the State, collective bargaining agreements or labor contracts resulting therefrom. The Contractor shall fully comply with all applicable laws, rules and regulations with respect to workers' compensation, social security, unemployment insurance, hours of labor, wages, working conditions, and other employer-employee related subjects. The Contractor represents that it is and will continue to be an equal opportunity employer. All employment arrangements are therefore solely its concern and the State shall have no liability with respect thereto.

The Contractor shall provide a schedule of employees to be employed wholly or in part in the direct management of the Property. This schedule shall include the number of employees and their titles and salary ranges. On the employee schedule, the Contractor shall identify those employees whose salaries may from time to time be charged to the Property for direct services rendered to the Property. Employees whose salaries are eligible to be charged include, but are not limited to, property managers, engineers or others included as part of the approved operating budget, which is hereinafter mentioned. Employees whose salaries may not be charged include, but are not limited to, general management personnel, accountants and auditors. Such schedule is to be submitted with the proposed operating budget.

Article 5. COMPLIANCE WITH LAWS

The Contractor shall be responsible for determining full compliance with Federal, State and municipal laws, ordinances, rules, regulations and orders relative to the use, operation, and maintenance of the Property. The Contractor shall promptly notify the State of any violation of any such law, ordinance, rule, regulation or order which comes to the Contractor's attention, and take action with the State's approval to promptly remedy such violation. Actions in remedying of violations may be implemented prior to obtaining the approval of the State if the estimated expenses to be incurred do not exceed \$2,500 in any one instance. When more than such amount is required or if the violation is one for which the State might be subject to a penalty, the Contractor shall notify the State by the end of the next business Day so that prompt arrangements may be made to remedy the violation.

ARTICLE 6. OPERATING BUDGET

The Contractor shall prepare and submit to DOT, as immediate as practicable, an operating budget for the operation, management and maintenance of the Property for the balance of DOT's fiscal year. Any

subsequent budget, if applicable, will be based on the agreed-upon term.

DOT will consider the proposed operating budget and will consult with the Contractor as soon as reasonably practicable, in order to agree on an approved operating budget.

The Contractor agrees to use diligence and to employ all reasonable efforts to ensure that the actual cost shall not exceed the amount necessary and, in any event, will not exceed the approved operating budget either in total amount or in any one accounting category.

During the term of this assignment, the Contractor shall inform DOT immediately of any major increases in costs and expenses that were not foreseen during the budget preparation period and thus are not reflected in the approved operating budget.

ARTICLE 7. MONTHLY REPORTS

The Contractor shall prepare and submit to the State on a monthly basis the following reports: Management, Operating Statement, Budget Variance Analysis, Itemized Invoice Requesting Payment, Copies of all invoices paid or for services rendered, Accident/Injury/Damage Claims, Revenue, and Preventative Maintenance Activities (Scheduled versus Performed). All report formats must have prior approval of the State. Each of the reports shall be submitted by the tenth (10th) of each month. Each such report shall cover the period beginning the first (1st) day of the immediately preceding calendar month and ending on the last day of such calendar month.

ARTICLE 8. CONTINUITY OF OPERATIONS

To assure continuity of operations of the Property, in the event of expiration or termination prior to the end of the term of the assignment, the effective date of such expiration or termination will be temporarily extended by mutual agreement of the parties on a month to month basis to the date of commencement of any successor Agreement, unless such temporary extension is deemed not to be in the best interest of the State. All terms and conditions of the assignment continue to be applicable during any such temporary extension. The temporary extension of the assignment is not to exceed twelve (12) months.

ARTICLE 9. EMERGENCY EXPENDITURES

In case of an emergency, the Contractor may make expenditures for repairs without prior written approval of the State, if such repair is necessary to prevent damage or injury. For minor incidents (**less than \$10,000**), the State shall be informed of any such expenditures before the end of the next business Day. For major incidents (**greater than \$10,000**), immediate notification to the State must occur. Verbal approval of expenditures by the Contractor from the State may be granted when mitigating circumstances prevent written approval in a timely manner to effect proper repairs in order to prevent damage or injury. All verbal approvals shall be properly documented.

ARTICLE 10. COMPETITIVE BIDDING

When the Contractor is soliciting bids for the State for services over \$2,500, the Contractor shall comply with paragraphs a, b, and c of "General

Letter Number 71" (Revision Date 10/01/15, as may be revised), a copy of which is attached to this Agreement as Exhibit L.

When the Contractor is soliciting bids for the State for services estimated to exceed \$50,000, notice shall be inserted at least five (5) calendar Days before the final date of submitting bids or proposals in two (2) or more publications, at least one of which shall be a major daily newspaper published in the state and shall be posted on the Department of Administrative Services contracting portal.

The Contractor acknowledges that it will comply with the State of Connecticut, Department of Labor, standard wage requirements, that may apply for any projects.

ARTICLE 11. INVOICES

The Contractor shall receive, review and approve all invoices for expenses incurred in managing the Property and shall pay such invoices if they are within the approved operating budget or if they have otherwise been approved by DOT. Copies of all invoices and the Contractor's monthly report shall be forwarded to the State for approval. All invoices must be on forms approved by the State in accordance with the current format.

ARTICLE 12. VISITS TO THE SITE

- (a) DOT will make frequent visits to and throughout the Property. The Contractor will make every effort to answer any questions and provide any information that is necessary to effectively manage the Property.
- (b) The Contractor shall attend conferences or meetings at locations designated by the State for consultation and review of reports or data upon request of any party having direct concern with the Property.

ARTICLE 13. SOVEREIGN IMMUNITY

It is understood and agreed by the parties hereto, that the Contractor shall not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, including any suit between the State and the Contractor, unless requested to do so by the State.

ARTICLE 14. REVIEW OF WORK

To permit the State and/or the Federal Transit Administration or other Federal agencies to review at any time, all work performed under the terms of this assignment at any stage of the work.

ARTICLE 15. RESPONSIBILITY FOR ACCURACY OF WORK

To assume full responsibility for the accuracy of all products/services of its work produced under this assignment, including any supplements thereto.

ARTICLE 16. WORKING AND LABOR SYNERGIES

The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the assignment.

ARTICLE 17. INSURANCE FOR THE CONTRACTOR AND SUBCONTRACTOR(S)

With respect to the operations performed by the Contractor under the terms of this assignment, and also those performed for the Contractor by its subcontractor(s), the Contractor will be required to carry, and shall ensure that its subcontractor(s) carry, for the duration of this Agreement, and any supplements thereto, with the State of Connecticut being named as an additional insured party, for paragraphs (a) and (b) below, the following minimum insurance coverage at no direct cost to the State. In the event the Contractor secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs (a) and/or (b) below, the State of Connecticut shall be named as an additional insured.

- (a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
- (b) Automobile Liability: 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 minimum limit of One Million Dollars (\$1,000,000) 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).
- (c) Workers' Compensation and Employers Liability: With respect to all operations the Contractor performs, and all those performed for the Contractor by its subcontractor(s), the Contractor shall carry, and shall ensure that its subcontractor(s) carry, Workers' Compensation 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 the laws of the United States respectively.
- (d) Umbrella Liability: Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.
- (e) Railroad Protective Liability: When the Agreement involves work within fifty (50) feet of the railroad right-of-way or State-owned rail property,

with respect to the operations performed by the Contractor and/or its subcontractor(s), the Contractor shall carry Railroad Protective Liability insurance providing coverage of at least Two Million Dollars (\$2,000,000) for each accident or occurrence resulting in damages from (1) bodily injury to or death of all persons and/or (2) injury to or destruction of property, and subject to that limit per accident or occurrence, an aggregate coverage of at least Six Million Dollars (\$6,000,000) for all damages during the policy period, and with all entities falling within any of the following listed categories named as insured parties: (i) the owner of the railroad right-of-way, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of railroad right-of-way, (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way, (iv) the State, and (v) any other party with an insurable interest. If such insurance is required, the Contractor shall obtain and submit evidence of the minimum coverage indicated above to the State prior to commencement of the rail related work and/or activities and shall maintain coverage until the work and/or activities is/are accepted by the State.

- (f) In conjunction with the above, the Contractor agrees to furnish to the DOT a Certificate of Insurance, on a form acceptable to the DOT, fully executed by an insurance company or companies satisfactory to the DOT, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.
- (g) The Contractor shall produce, within five (5) Days, a copy or copies of all applicable insurance policies requested by the DOT. 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.
- (h) The Contractor expressly understands and agrees that any insurance coverages and limits furnished by the Contractor shall in no way limit the Contractor's liabilities and responsibilities specified within this Agreement or under applicable laws.

ARTICLE 18. INDEMNIFICATION

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of

the State.

- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Contractor shall name the State as an additional insured on the policy. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that DOT or the State is contributorily negligent.
- (f) This section shall survive the Termination of the Agreement and shall not be limited by reason of any insurance coverage.

ARTICLE 19. NEGLIGENCE OR OMISSIONS OF THE CONTRACTOR OR SUBCONTRACTOR

That the Contractor shall be responsible for paying any and all fines or damages associated with negligent acts or omissions of the Contractor, its employees, or subcontractors employed by the Contractor. The cost of all such fines and damages are not transferable to the State.

ARTICLE 20. SERVICE CONTRACTS

The Contractor shall not enter into any contract for cleaning, maintaining, repairing or servicing the Property or any of the constituent parts of the Property without the prior written consent of DOT. As a condition to obtaining such consent, the Contractor shall supply DOT with a copy of the proposed contract and shall inform DOT of the relationship, if any, between the Contractor, or the person or persons in control of the Contractor, and the party proposed to supply such Services.

All service contracts shall: (a) be in the name of the Contractor, (b) be for a term not to exceed the initial term of the assignment or any extension periods exercised as stated in Article 2, (c) include a provision for cancellation thereof by the State upon not less than thirty (30) days' written notice, without cause, and upon not less than fifteen (15) days' notice for cause, (d) require that all service proposers provide evidence of sufficient insurance and (e) be within the guidelines set forth in the approved operating budget. Unless the State specifically waives such requirements, all service contracts shall be subject to the bidding requirements under the procedures as specified in Article 10 hereof.

Subcontracted services shall be paid for by DOT at the actual cost to the Contractor with no additions/mark-ups.

ARTICLE 21. SUBCONTRACTOR PERFORMANCE REQUIREMENTS

For the purpose of this Article, satisfactory completion shall have been accomplished when:

- (a) The subcontractor has fulfilled the contract requirements of both the State and the subcontract for the subcontracted work, including the submission of all submittals and audit requirements stipulated in Article 59, when applicable, and
- (b) The work done by the subcontractor has been reviewed and accepted by the State and final approval of the subcontractor's work has been determined and agreed upon.

If the Contractor determines that a subcontractor's work is not complete, the Contractor shall notify the subcontractor and the State, in writing, of the reasons why the subcontractor's work is not complete. This written notification shall be provided to the subcontractor and the State within twenty-one (21) Days of the subcontractor's request for final payment.

The above requirements are also applicable to all sub-tier subcontractors and the above provisions shall be made a part of all subcontract agreements.

Failure of the Contractor to comply with the provisions of this Article will be considered when opportunities for property management work arise in the future.

ARTICLE 22. ASSIGNMENT OR TRANSFER OF AGREEMENT

To warrant that it shall not sublet, subcontract, sell, transfer, assign, or otherwise dispose of the assignment or any portion thereof, or of the work provided for therein, or of its right, title, or interest therein, to any person, firm, partnership, or corporation without the written consent of the State. For breach or violation of the above stipulation, the State shall have the right to annul this assignment without liability.

THE STATE SHALL:

ARTICLE 23. INFORMATION ON THE PROPERTY

Furnish maps, location plans and any additional information that may be helpful in managing the day to day operations of the Property.

ARTICLE 24. CONTRACTOR'S EMPLOYEE COSTS

Reimburse the Contractor for its share of the costs of the gross salary and wages, payroll taxes, insurance, workers' compensation and other benefits of the Contractor's employees who are directly involved and required to maintain the Property, provided that (1) such employees have been identified and enumerated in the approved operating budget, (2) such costs do not exceed the monthly budgeted amount to be established by the parties, unless approved by the State and (3) such costs are not already reflected in the monthly fixed fee.

ARTICLE 25. PROGRESS PAYMENTS

Payment Terms and Billing: Payment shall be made only after DOT receives and accepts the Goods and Services and after it receives a properly completed itemized invoice requesting a total monthly payment. The Contractor shall submit an invoice to DOT for its Performance. The invoice shall include detailed information for Goods and Services, delivered and Performed, as applicable, and accepted. All invoices for reimbursable costs (including receipts), and the monthly fixed Property Management Fee shall also be included.

THE STATE AND THE CONTRACTOR FURTHER MUTUALLY AGREE:

ARTICLE 26. REDUCTION OR EXTENSION OF WORK

That the State may limit, reduce, or extend any work proposed by the Contractor, or at its option, the State may specify the extent and details of the work, perform any or all of the work with State forces or by such other means as the State may desire, with a corresponding decrease in the fee payments or an increase approved as Extra Work.

ARTICLE 27. REDUCTION IN SCOPE OF WORK

That the Contractor agrees that should the scope of the work under this assignment be reduced, it will be reflected in the fees, through negotiations, without requiring a supplemental agreement. The Contractor further agrees that the State may establish an interim administrative fee for the work under which the Contractor will continue work during negotiations.

ARTICLE 28. OWNERSHIP OF DOCUMENTS AND RIGHTS IN DATA

- (a) All products of the work, including but not limited to computer programs, associated digital data and documentation thereof created under the terms of this Agreement, as well as all copyright rights in all such products, shall become and remain the property of the State. This shall include all partially completed work in the event that the Agreement is terminated before completion for any reason.
- (b)
 - (1) The Contractor agrees that the State has sole ownership of any and all copyright rights or other proprietary interests which the Contractor may have in materials ("Work Products") produced by it under the terms of this Agreement. The Contractor agrees not to assert, establish or authorize others (including subcontractors) to assert or establish any claim to copyright on products or data produced in the Performance of this Agreement.
 - (2) If deemed appropriate by the State in its sole discretion, the Contractor shall agree that any or all Work Products shall be deemed a work of joint authorship by the State and the Contractor for copyright purposes, and shall be registered as such with the United States Copyright Office. The Contractor hereby waives any right to oppose or object to such a claim of joint authorship or to such related copyright registration.
- (c) The Contractor shall not engage or allow any party ("Other Party") other

than itself or the State to contribute directly to the creation of any Work Product unless the Contractor has first obtained from said Other Party a written agreement ("Secondary Agreement") containing essentially the same terms as Section (b) above; i.e., the Other Party:

- (1) shall agree to transfer to the State any and all copyright or other proprietary rights said Other Party may have in designated Work Products, or, if the State so requests, shall agree to deem such Work Product a work of joint authorship by the State and by the Other Party, and, if appropriate, by the Contractor also; and
 - (2) shall agree to sign (with proper notarization or other lawful acknowledgement of its signature) and deliver to the State any letter agreement ("Letter Agreement") of the kind described in Section (b) above which the State shall request from it. The Secondary Agreement between the Contractor and an Other Party shall provide expressly that any such Letter Agreement delivered by the Other Party to the State shall be directly enforceable by the State, and that the execution, delivery, and enforceability of such a Letter Agreement are part of the consideration for the Secondary Agreement.
- (d) The Contractor shall not use for purposes other than the performance of this Agreement, nor shall the Contractor release, reproduce, distribute or publish any data produced in the Performance of this Agreement, nor authorize others to do so, without written permission from the State.
- (e) The State and Contractor agree:
- (1) that any actual computer programs, applications, and/or software owned by the Contractor prior to the execution of this Agreement are the sole property of the Contractor; and
 - (2) that any actual computer programs, applications, and/or software that are purchased by the Contractor and reimbursed by the State for use under this Agreement will become sole property of the State.

ARTICLE 29. PREQUALIFICATIONS AND RIGHT OF REMOVAL

DOT reserves the right to prequalify every employee of the Contractor and the subcontractor(s) performing work under this Agreement and the salary classification of each. DOT further reserves the right to require removal from the Property of any person or persons employed by the Contractor or subcontractor(s) performing Services under this Agreement who in the opinion of DOT has misconducted themselves or is incompetent or negligent in the due and proper Performance of their duties or who neglects or refuses to comply with the requirements of this Agreement.

ARTICLE 30. REVISIONS IN ORGANIZATION

That the Contractor shall notify the State in writing when there is a change in its Connecticut Certificate of Registration with the Connecticut Secretary of State's Office, or a change in the individual(s) in charge of the work specified herein. Neither change shall relieve the Contractor of any responsibility for the accuracy and completeness of all services and products of the work under this assignment, including any supplements thereto.

ARTICLE 31. TERMINATION

- (a) Termination for Convenience. DOT, through a duly authorized employee, may terminate the Agreement whenever DOT makes a written determination that such Termination is in the best interests of DOT. DOT shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Agreement prior to such date.
- (b) Termination for Cause. DOT, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Agreement, terminate the Agreement in accordance with Article 22 of this Agreement.
- (c) DOT shall send notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DOT for purposes of correspondence, or by hand delivery. Upon receiving the notice from DOT, the Contractor shall immediately discontinue all Services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages and deliver to DOT all Records and other information pertaining to its Performance. The Records are deemed to be the property of DOT and the Contractor shall deliver them to DOT no later than thirty (30) Days after the Termination of the Agreement or fifteen (15) Days after the Contractor receives a written request from DOT for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT. Such transfer of Records shall not transfer ownership of intellectual property contained in such Records.
- (d) Upon receipt of a written notice of Termination from DOT, the Contractor shall cease operations as DOT directs in the notice, and take all actions that are necessary or appropriate, or that DOT may reasonably direct, for the protection and preservation of the Goods and materials and any other property. Except for any work which DOT directs the Contractor to perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) DOT shall, within forty-five (45) Days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by DOT or for any Goods and materials delivered by the Contractor, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and DOT is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DOT, the Contractor shall assign to DOT, or any replacement contractor which DOT designates, all subcontracts, purchase orders, and other commitments, deliver to DOT all Records and other information pertaining to its Performance and remove from State premises, whether leased or owned, all of the Contractor's property, equipment, waste material and rubbish related to its Performance.
- (f) Upon Termination of the Agreement, all rights and obligations shall be null and void, so that no party shall have any further rights or

obligations to any other party, except with respect to the provisions in the Agreement which survive Termination.

- (g) Termination of the Agreement pursuant to this Article shall not be deemed to be breach of the Agreement by DOT or the State.
- (h) This Agreement shall terminate upon the sale of the Property or the closure of the Property.

ARTICLE 32. AGENT FOR SERVICE OF PROCESS

The Secretary of the State of the State of Connecticut is hereby appointed by the Contractor as its agent for service of process for any action arising out or as a result of this Agreement, such appointment to remain in effect throughout the life of this Agreement including any supplements hereto and all renewals thereof, if any, and six (6) years thereafter except as otherwise provided by statute.

ARTICLE 33. TITLE VI CONTRACTOR ASSURANCES

As a condition to receiving federal financial assistance under the Agreement, if any, the Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d-2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the "Title VI Contractor Assurances."

ARTICLE 34. CONFLICTS BETWEEN DOCUMENTS AND AGREEMENT

That in case of conflict between the terms of this Agreement and the terms or requirements of documents mentioned herein, the stipulations contained in this Agreement shall govern.

ARTICLE 35. CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS - SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

That the Contractor hereby acknowledges and agrees to comply with the Connecticut Required Contract/Agreement Provisions entitled "Specific Equal Employment Opportunity Responsibilities", dated March 3, 2009, as may be amended from time to time.

ARTICLE 36. CODE OF ETHICS

- (a) Pursuant to the requirements of § 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to § 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Agreement as if the summary is fully set forth herein.
- (b) The Contractor hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement No. F&A-10 Subject: Code of Ethics Policy," June 1, 2007, a copy of which is attached to this Agreement as Exhibit G.

(c) The Contractor shall comply with the provisions contained in § 1-86e of the Connecticut General Statutes, which provides as follows:

- (1) No person hired by the State as a consultant or independent contractor shall:
 - (i) Use the authority provided to the person under the Agreement, or any confidential information acquired in the Performance of the Agreement, to obtain financial gain for the person, an employee of the person or a member of the immediate family of any such person or employee;
 - (ii) Accept another State agreement which would impair the independent judgment of the person in the Performance of the existing Agreement; or
 - (iii) Accept anything of value based on an understanding that the actions of the person on behalf of the State would be influenced.
- (2) No person shall give anything of value to a person hired by the State as a consultant or independent contractor based on an understanding that the actions of the consultant or independent contractor on behalf of the State would be influenced.

ARTICLE 37. NOTICE BETWEEN PARTIES TO AGREEMENT

Any "Official Notice" from one such party to the other such party (or parties), in order for such Notice to be binding thereon, shall:

- (a) Be in writing (hardcopy) addressed to:
 - (1) When the State is to receive such Notice -
Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546;
 - (2) When the Contractor is to receive such Notice -
Marinella L. DeMarco,
President,
DeMarco Management Corporation,
117 Murphy Road
Hartford, Connecticut 06114
- (b) Be delivered in person with acknowledgement of receipt, be mailed by the United States Postal Service - "Certified Mail", or delivered by a nationally recognized overnight courier to the address recited herein as being the address of the party(ies) to receive such Notice; and
- (c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

ARTICLE 38. WAGE ADJUSTMENT

That wage rates shall be adjusted to exclude any significant sums by which the State determines the Agreement price was increased due to inaccurate, incomplete or noncurrent wages rates and other factual unit costs.

All such adjustments shall be made within one year following the end of the Agreement.

If applicable to and during the term of this Agreement, Exhibit B "Price Schedule" will be adjusted to reflect any increase in the minimum wage rate that may occur, as mandated by state law. The Price Schedule will not be adjusted until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in minimum wage rate.

ARTICLE 39. SUSPENSION OR DEBARMENT

That suspended or debarred contractors, suppliers, materialmen, lessors or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

(1) The signature on the Agreement by the Contractor shall constitute certification that to the best of its knowledge and belief the Contractor or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the prescribed statutory time period preceding this Agreement, been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)b. of this certification; and
- (d) Has not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this Agreement.

The Contractor agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts, and purchase orders:

- (a) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (b) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 40. PROMPT PAYMENT TO SUBCONTRACTOR(S) AND RELEASE OF RETAINAGE

The Contractor hereby acknowledges and agrees to comply with the policies enumerated in Commissioner's Letter dated October 26, 1988 Re: Prompt Payment to Subcontractor(s).

The Contractor shall pay the subcontractor for work performed within thirty (30) days after the Contractor receives payment from the State for the work performed by the subcontractor. Also, any monies held on a subcontractor's work shall be paid to the subcontractor within thirty (30) days after satisfactory completion of all the subcontractor's work and receipt of payment from the State.

Retainage: Payments for work completed as part of the Property Management Fee will be equal to ninety-five percent (95%) of the Property Management Fee specified. All retainage held on the annual Property Management Fee shall be released to the Contractor within forty-five (45) Days of the State's completed annual audit.

ARTICLE 41. CONNECTICUT DEPARTMENT OF TRANSPORTATION SUBCONSULTANT PAYMENT LOG

The Contractor understands and agrees that a "Connecticut Department of Transportation Subconsultant Payment Log" Form shall be completed quarterly (January, April, July, and October) and furnished to the State for each subconsultant the Contractor utilizes under this assignment. Instructions for completing and processing this Form are stipulated on its reverse side. (Note: All references to "Subconsultant" or "subconsultant" appearing in the "Subconsultant Payment Log" shall be construed to mean "Subcontractor" or "subcontractor.")

ARTICLE 42. SMALL CONTRACTOR AND/OR SMALL CONTRACTOR MINORITY BUSINESS ENTERPRISES (SET-ASIDE)

That a minimum of zero percent (0%) of this contract award must be set-aside for certified Connecticut Small Business Enterprises.

The Contractor shall cooperate with the State in implementing the required contract obligations concerning "Small Contractor" and/or "Small Contractor Minority Business Enterprises" utilization on this Agreement in accordance with Section 32-9e of the Connecticut General Statutes, as revised. The Contractor shall comply with this provision in accordance with the "Special Provisions, Small Contractor And Small Contractor Minority Business

Enterprises (Set-Aside)" dated March, 2001, a copy of which is attached to this Agreement as Exhibit I.

The State advises the Contractor that failure to carry out the requirements set forth in said "Special Provisions, Small Contractor and Small Contractor Minority Business Enterprises (Set-Aside)" shall constitute a breach of contract and may result in termination of this Agreement by the State or such remedy as the State deems appropriate.

ARTICLE 43. AMERICANS WITH DISABILITIES ACT

This clause applies to those who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Contractor represents that it is familiar with the terms of the Act and that it is in compliance with the Act. Failure of the Contractor to satisfy this standard as the same applies to Performance under this Agreement, either now or during the term of the Agreement, as it may be amended, will render the Agreement voidable at the option of DOT upon notice to the Contractor. The Contractor warrants that it will hold harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with the Act, as the same applies to Performance under this Agreement.

ARTICLE 44. CORE AGREEMENT/CONTRACT PURCHASE ORDER

The Agreement itself is not an authorization for the Contractor to provide goods or begin performance in any way. The Contractor may provide goods or begin Performance only after it has received a duly issued purchase order against the Agreement. A Contractor providing goods or commencing Performance without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.

DOT shall issue a purchase order against the Agreement directly to the Contractor and to no other party.

ARTICLE 45. RIGHT OF SET-OFF

DOT shall have the right to set-off against amounts otherwise due the Contractor under this Agreement, or under any other agreement or arrangement that the Contractor has with DOT, (a) any costs that DOT incurs which are due to the Contractor's non-compliance with this Agreement, and (b) any other amounts that are due and payable from the Contractor to DOT. Any sum taken in set-off from the Contractor shall be deemed to have been paid to the Contractor for purposes of the Contractor's payment obligations under § 49-41c of the Connecticut General Statutes.

ARTICLE 46. 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 and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

ARTICLE 47. STATE ELECTIONS ENFORCEMENT COMMISSION CAMPAIGN CONTRIBUTION AND SOLICITATIONS BAN

For all State contracts as defined in Conn. Gen. Stat. § 9- 612(f) (1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations."

ARTICLE 48. JURISDICTION AND FORUM LANGUAGE

The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

ARTICLE 49. LITIGATION

The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

ARTICLE 50. DISCLOSURE OF RECORDS

This Agreement may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency

and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

ARTICLE 51. WHISTLEBLOWING

This Agreement may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, 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 subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than Five Thousand Dollars for each offense, up to a maximum of twenty percent 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 State may request that the Attorney General 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 subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

ARTICLE 52. PUBLICITY

The Contractor shall refer all inquiries and requests for information regarding the Contractor's task or any other aspect of the work to the State.

The Contractor shall refrain from divulging any information whatsoever unless authorized to do so by the State.

ARTICLE 53. NONDISCRIMINATION CLAUSE

Non-discrimination. References in this section to "contract" shall mean this "Agreement."

(a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "gender identity or expression" means a person's gender-related

identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

(5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

(6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

(7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;

(8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

(9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

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

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the State, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b)

(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, 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 Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, 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 work involved;

(2) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

(3) The Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and

(5) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions

including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

(g)

(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 the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this Section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and

(4) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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

ARTICLE 54. AUDIT OF PLANTS, PLACES OF BUSINESS, AND RECORDS

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the Performance of this Agreement.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (e) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (f) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

ARTICLE 55. REPRESENTATIONS AND WARRANTIES

The Contractor, represents and warrants to DOT for itself and Contractor Parties, that:

- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Agreement. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Agreement and have the power and authority to execute, deliver and Perform their obligations under the Agreement;
- (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Agreement, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of

Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;

- (c) the execution, delivery and Performance of the Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- (e) as applicable, they have not, within the three years preceding the Agreement, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Agreement, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three (3) years preceding the Agreement had one or more contracts with any governmental entity terminated;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Agreement and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Agreement or any assignments made in accordance with the terms of the Agreement;
- (i) to the best of their knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Agreement;
- (j) they shall disclose, to the best of their knowledge, to DOT in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Agreement, no later than ten (10) Days after becoming aware or

after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DOT, the ten (10) Days in the section of this Agreement concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;

- (k) their participation in the Request for Proposals process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Proposal was not made in connection or concert with any other person or entity, including any affiliate of the Contractor, submitting a proposal for the same Goods and Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Agreement using their own resources or the resources of a party who is not a Contractor;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Agreement and that all appropriate parties shall also provide to DOT, no later than fifteen (15) Days after receiving a request from DOT, such information as DOT may require to evidence, in DOT's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Agreement, all Title

shall pass to DOT upon complete installation, testing and acceptance of the Goods and Services and payment by DOT;

- (v) if the Agreement is terminated, for any reason, Contractor shall relinquish to DOT all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by DOT;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the commencement date of the Agreement without DOT's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) DOT's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that DOT shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to DOT, or afford DOT the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to DOT.

ARTICLE 56. EXTRA WORK

The Contractor shall make any revisions, additions, deletions, modifications, corrections, substitutions, or changes to the Services as may be ordered by the State 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 work, unless such changes constitute Extra Work.

Extra Work is defined as follows: Any work, approved by the State, beyond the scope of this Agreement.

In the event that changes in the Contractor's Services are requested by the State, which, in the opinion of the Contractor would result in Extra Work, the Contractor shall immediately submit a written justification, scope of work, and an estimate of the cost for the Extra Work, but refrain from performing such Extra Work while the State reviews the Claim, or proceed otherwise if specifically directed by the State. If approval is denied, the Contractor shall continue to perform the requested work without delay and

payment will be made according to the terms of this Agreement. No work, other than that for which a Claim is being reviewed, shall be delayed pending a decision of the State.

In the event the Contractor identifies potential Extra Work that it believes to be necessary for the successful operation and maintenance of the Property, the Contractor shall prepare and submit a written justification, scope of work, and estimate of the cost for the Extra Work, but refrain from performing such Extra Work while the State reviews the Claim, or proceed otherwise if specifically directed by the State. If approval is denied, the State shall have the right to direct Contractor to perform the work without delay and payment will be made according to the terms of this Agreement. No work, other than that for which a Claim is being reviewed, shall be delayed pending a decision of the State.

Unless the Contractor identifies and the State acknowledges Extra Work prior to its performance, the State will not be obligated to consider it as Extra Work after the fact.

ARTICLE 57. EMERGENCY STANDBY FOR GOODS AND/OR SERVICES

If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DOT may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request, the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to performing this Agreement ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. The Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it through a request to make an expedited or prioritized purchase. If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, then DOT may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DOT.

ARTICLE 58. ADVERTISING

The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DOT's prior written approval.

ARTICLE 59. BACKGROUND CHECKS

The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

ARTICLE 60. CONTINUED PERFORMANCE

The Contractor and Contractor Parties shall continue to Perform their obligations under the Agreement while any dispute concerning the Agreement is being resolved.

SCHEDULE A
FACILITY MANAGEMENT SERVICES
WORK TO BE PERFORMED

GENERAL TERMS AND CONDITIONS

The Contractor shall perform all work required under the terms of this Agreement, unless directed otherwise by mutual agreement between the parties.

The Contractor, in accordance with all State/Federal manuals (as revised) listed in this Agreement, shall perform all work as outlined herein.

MANAGEMENT PLAN

I. INTRODUCTION

The State of Connecticut, Department of Transportation ("DOT") has employed the services of the Contractor to manage, operate and maintain the Shore Line East railroad stations, associated parking facilities and public access areas, 24 hours/day, 7 days/week, 365 days/year. This includes, but is not limited to, general maintenance services, oversight of all current and future operational needs, security services, and operation of the parking lots as required. The Contractor has developed a Management Plan to perform the work outlined in Sections II, III and IV below.

In order to be flexible and adaptive to the needs of the users of the Shore Line East Stations and the traveling public, and to be responsive to changes in DOT requirements, this Management Plan may require change and revision from time to time. Such change and revision will require the mutual agreement of DOT and the Contractor.

II. SERVICE DELIVERY

Delivery of the services required by DOT will be accomplished using a combination of personnel supplied by the Contractor and by its subcontracts with the appropriate vendors.

The Contractor and its subcontractors shall complete all required and necessary building operation activities including preventative maintenance, scheduling (including testing and task frequency schedules), emergency services, energy conservation/maintenance, and basic/general repair and maintenance programs for, but not limited to:

- HVAC services/materials/supplies
- Locksmith services
- Plumbing services
- Glass replacement
- Electrical, Including UPS systems
- General trades (masons, carpenters, painters, etc.)
- Parking management and control
- Security
- Landscaping/Snow Removal
- Oversight of current and future operational needs

Work hours for all on-site personnel will be determined by mutual agreement between the Contractor and the State. In addition to the staff described below, the Contractor will cross-train sufficient personnel that are not permanently assigned to the Property to ensure adequate coverage in the event of an absence, and to provide emergency response services to the Property 24 hours a day, 7 days a week, 365 days a year.

The following Job Descriptions and Titles are to be used as a Guideline:

Property Manager

A dedicated part-time Property Manager will be responsible for the overall supervision of operations for the Property. Duties will include, but not necessarily be limited to, supervision and oversight of all on-site Contractor personnel and subcontractors, coordination and implementation of all current and future operating needs, budget preparation, subcontract specification development, competitive bidding and administration, preparation of Tenant and Safety Manuals and Disaster Plans. The Property Manager's primary office will be at the discretion of Fusco. The Property Manager is responsible to ensure, if explicitly requested by the State:

1. The Contractor maintains (1) a material safety data program for chemicals used on site, (2) an employee safety training program, (3) a written disaster plan, and (4) a written security plan. Development of plans will require input from State security personnel (Homeland Security Office), DOT Rail Operations security personnel, Amtrak Police and security personnel and the local police. All plans shall be approved by the DOT.
2. The Contractor coordinates building code and fire safety aspects of any and all construction and/or renovation activities with the DOT Office of Property and Facilities Services.
3. The Contractor coordinates accident and/or injury claims with the DOT Office of Rail.
4. The Contractor has all employees safety trained by Amtrak and coordinate with Amtrak on any and all safety and security matters as required or directed.
5. The Contractor develops and implements a picture photograph ID program including permanent badges for all regular employees and regularly scheduled subcontractors working at the Property, and temporary badges for all remaining unscheduled or not regularly scheduled subcontractors. Badge information shall include name, employee number, and employment firm name. The program shall be approved by the DOT.

Building Superintendent

The Building Superintendent will be responsible to ensure completion of preventive maintenance and service requests. The Building Superintendent will also work with the Property Manager to: develop subcontract specifications and preventive maintenance procedures, ensure vendor compliance with specifications; and inspect and maintain emergency and life safety systems. The Building Superintendent will also work closely with the Property Manager on capital improvement and special projects.

Duties will include: performing daily property walk-throughs; inspecting mechanical equipment, building systems, structures and grounds; and performing preventive maintenance; and completing service requests.

Off-Site FMC Personnel (non-reimbursable)

Periodic inspections of the Property and meetings with the Contractor on-site staff will be conducted by members of the Contractor's senior management staff.

A Property Accountant will be assigned to perform and coordinate the accounting functions required including, but not limited to, assisting the Property Manager in the preparation of annual operating budgets and periodic reports, supervision of the accounts payable system, and coordination of revenue testing and controls relating to the management and operation of the Parking Lots.

Subcontracted Services

All subcontracted services will be competitively bid pursuant to DOT purchasing requirements and guidelines. Bid and contract specifications will be prepared by the Property Manager with input and support from the Building Superintendent, and senior Contractor management staff. Specifications for all subcontracted services will be submitted to DOT for review and approval prior to release. All subcontracts will include a requirement for background checks on staff assigned to the Shore Line East Stations, and will carry an unconditional thirty-day cancellation clause exercisable by DOT and the Contractor.

The Contractor shall be responsible for bid and contract specification development, selection, supervision and quality control reporting of all subcontracted services [i.e., janitorial (including day porter service), rubbish removal and recycling (in accordance with State regulations), HVAC, plumbing, on site security, parking operations, parking allocation and control, electrical, snow and ice removal, landscaping, pest control, etc.] All bid and contract specifications prepared by the Contractor to subcontract work will require approval by the State.

All service contracts shall include a provision for cancellation thereof by the State upon not less than thirty (30) days' written notice, for convenience.

If the parties deem it necessary, there may be large-scale subcontracts, including:

Security

This subcontract will encompass security guard services at the Property and will include foot patrols and monitoring of video surveillance (if applicable), life safety and emergency distress call equipment. Requirements will include mandatory site-specific training for new and replacement personnel. Comprehensive post orders will be reviewed with representatives of DOT, Amtrak prior to release.

Janitorial Services

This subcontract will consist of a comprehensive set of hourly, daily, weekly, bi-weekly, monthly and periodic janitorial tasks as well as a provision that requires 24-hour porter coverage for spills, emergency clean-up work, etc. The bid and contract specifications for this subcontract will require the janitorial contractor to provide all cleaning equipment, supplies and materials including, but not limited to, all restroom paper products, feminine hygiene products, trash can liners, hand soap and other supplies as required by the Contractor.

A building cleaning program shall be developed to insure a high standard of cleanliness 24 hours per day, 7 days per week, 365 days per year.

Other subcontracted services will include, but not be limited to, testing, inspection and maintenance/repair labor contracts for the following building systems:

- o HVAC Systems
- o Elevator Equipment
- o Fire Detection and Suppression Equipment
- o Electronic Security and Access Systems
- o Video Surveillance Equipment (if applicable)

Where applicable, based on the nature of the service provided, subcontract specifications will stipulate mandatory response times for emergency callbacks.

III. ACCOUNTING AND FINANCIAL SERVICES

The Contractor will assign a Property Accountant to oversee the accounting and financial components of this Agreement including, but not limited to the following:

- o Assisting the Property Manager in the preparation of annual Operating and Capital budgets.
- o Oversight and supervision of accounts payable functions including invoice processing and disbursement of funds.
- o Internal review of operating and financial statements.
- o Assisting the Property Manager in the preparation of Monthly Operating Reports to DOT.

The Contractor shall be responsible for full financial services, including accounting, budget planning and administration, and monthly operating reports. The Contractor shall develop and implement a DOT approved plan for tracking and monthly reporting of expenses. The Contractor shall generate and submit the following, using formats approved by the DOT: Management Reports, Operating Statements, Budget Variance Analysis, Itemized Invoice Requesting Payment, copies of all

Invoices Paid, Accident/Injury/Damage Claims, and Preventative Maintenance Activities (Scheduled versus Performed).

Procurement

Purchasing of goods and services will be the responsibility of the Property Manager and/or Building Superintendent and will be performed in accordance with applicable DOT procurement guidelines to be provided to the Contractor. Invoices for goods and services included in the approved operating budget will be processed without prior DOT approval. Wherever and whenever possible, prior DOT approval for emergency repairs will be sought, however the Contractor will be empowered to make any repair or perform any work necessary to protect the immediate health and safety of the users and occupants of the Property and to preserve the structural and mechanical integrity and security of the Property under emergency circumstances provided, however, that every reasonable effort is made to contact DOT prior to commencing such work.

Invoices for goods and services will be reviewed, approved and coded to the appropriate expense account by the Property Manager and/or the Assistant Property Manager(s) and forwarded to the Contractor's home office in West Hartford for review by the Property Accountant and processing/payment by the accounts payable staff.

IV. QUALITY CONTROL & CLIENT RELATIONS

The Property Manager will be the immediate point of contact for DOT on matters pertaining to the day-to-day operation of the Property. The Property Manager and/or Building Superintendent will establish a schedule for routine meetings with the appropriate DOT staff to review preventive maintenance status, progress on projects, the performance of subcontractors, and the status of the overall operation of the Property. Records of these meetings will be forwarded to senior Contractor and DOT representatives for review and, if necessary, action.

The day-to-day performance of the on-site Contractor staff will also be reviewed and supervised by the Contractor's senior management and field operations staff and will include site visits and inspections deemed necessary.

Senior management of DOT and the Contractor will establish a schedule for regular meetings to review significant Property operating issues and to review and assess the overall progress toward the goals and objectives of DOT for this Agreement.

The Contractor shall be responsible for inventory management for all State-owned furniture, workstations, and equipment, if applicable.

The Contractor shall be responsible for tenant relations, including development of a service request procedure in a format acceptable to DOT.

V. COMPLIANCE WITH ALL FEDERAL, STATE AND MUNICIPAL LAWS

The Contractor and its subcontractors shall comply with all Federal, State and municipal laws, ordinances, rules, regulations and orders relative to property, environmental, and health and safety matters.

SCHEDULE B
PAYMENT FOR FACILITY MANAGEMENT SERVICES
December 1, 2015 through November 30, 2016

Management Fee (including CGL):	\$81,432
ADMINISTRATIVE PAYROLL (subject to actuals):	
Property Mgr.(assumes 16 hours/wk @ \$61.50/hour):	51,168*
GENERAL BUILDING PAYROLL (subject to actuals):	
General Maintenance Worker (assumes 40 hours/wk @ \$40.00/hour):	83,200*
SUBCONTRACTED SERVICES/MATERIALS/SUPPLIES	est. <u>384,200</u>
Janitorial	
Security	
Mechanical/Electrical	
Rubbish	
Grounds Maintenance	
General Repairs	
Materials/Supplies	
	TOTAL: \$600,000

*Based on 2080 Annual billable hours.