

STATE OF CONNECTICUT
DEPARTMENT OF CONSTRUCTION SERVICES
CONSULTANT'S CONTRACT FOR MASTER PLAN

Project Number: BI-HH-052
Contract Number: BI-HH-052-ARC

This contract is entered into this 6th day of August, 2013, by and between the State of Connecticut, hereinafter called the "State," acting herein by its Commissioner of the Department of Construction Services (DCS), under the provisions of Sections 4-8 and 4b-1 of the Connecticut General Statutes, as revised and/or amended, and

Market Ventures, Inc.
118 William Street
Portland, ME 04103

hereinafter called the "Consultant" or "Contractor," for certain services herein designated in connection with the project entitled

Department of Agriculture Regional Market Master Plan
Hartford Regional Market
101 Reserve Road
Hartford, Connecticut

WITNESSETH, that the parties hereto, in consideration of the mutual covenants, terms and conditions herein contained, do hereby agree as follows:

I. GENERAL

- A. The Consultant agrees to furnish certain services as set forth in Exhibit A, which exhibit is attached hereto and made a part hereof.
- B. The Consultant agrees to become familiar with and follow the DCS provisions set forth in the "DEPARTMENT OF PUBLIC WORKS CONSULTANT'S PROCEDURE MANUAL," which may be amended and/or supplemented current with the date of this contract. These guidelines and provisions are incorporated herein by reference and shall be as binding upon the parties to this contract as though fully set forth herein.
- C. The Consultant shall consult with the DCS Project Manager to ascertain requirements of the project and consult with proper State authorities and inform himself as to specific institutional conditions that might affect his contemplated work or the hours or season of its execution, such as type of patients, use of adjacent areas, interruptions of institutional routine, etc., and the services furnished hereunder shall reflect consideration of those conditions requiring safeguards and precautionary measures in excess of usual practice.
- D. Should the Consultant require the services of registered consultants at any time during the term of this contract, their names and qualifications shall be submitted to the State for approval. Such consultants shall provide evidence of their competence by affixing their seals on any documents prepared by them or under their supervision.
- E. The Consultant covenants and agrees that he shall perform his services under this contract in accordance with the standards and practices of his profession.

F. INDEMNIFICATION

The Consultant shall indemnify and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising directly or indirectly in connection with the contract, concerning the negligent acts of commission or omission (collectively, the "Acts") of the Consultant or Consultant Parties, and (2) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising directly or indirectly in connection with Claims, Acts or the contract, to the extent of the Consultant's or Consultant Parties' negligence. The Consultant's obligations under this section to indemnify and hold harmless against Claims

includes Claims concerning confidentiality of any part of or all of the Consultant'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.

- G. The Consultant shall develop drawings under this contract using computer aided drafting software fully compatible with an AutoCAD version as approved in writing by the Department of Construction Services. After the documents to be provided are approved by the Department of Construction Services, and at a time specified by the Department of Construction Services, the Consultant shall submit an electronic copy of all drawings in a format approved by DCS. Upon completion of construction of the project, the Consultant shall submit a revised electronic copy utilizing the most recently recognized format of the National CAD Standard basic format to reflect as-built conditions. All AutoCAD documentation related to a project shall be of a single media type. All the work called for in this paragraph shall be provided by the Consultant at no additional cost to the State.
- H. It is mutually agreed and understood that all finished and unfinished documentation prepared pursuant to this contract shall become the exclusive property of the State, and that the State shall have the right to immediate possession and use thereof. The State agrees that all such documentation is not to be altered by others and is to be used only in conjunction with the project for which it was prepared unless written consent is obtained from the Consultant. Such consent will not be withheld provided the State agrees that upon any alterations of the Consultant's documents by others, or upon reuse of the documents for any other project, the Consultant will be relieved by the State of any and all responsibility arising out of such alterations or reuse or in connection therewith. The provisions of this section shall survive the termination of this contract and shall thereafter remain in full force and effect.

II. PAYMENT OF CONSULTANT'S FEE

- A. The State agrees to pay the Consultant for the services herein described the total fee set forth in Article III. It is understood that no changes or adjustments shall be made in said fee unless the scope of the work performed or to be performed by the Consultant has substantially changed as determined by the Commissioner of DCS, hereinafter referred to as the Commissioner.
- B. Said fee includes all costs of living, transportation and communication, whether within or without the State of Connecticut, connected with the discharge of the Consultant's duties under this contract unless express written notification to the contrary is received from the State.
- C. No payments shall be made until the materials submitted have been reviewed and approved by DCS.

III. FEE SCHEDULE

The Consultant's total fee of **Four Hundred Thirteen Thousand Five Hundred Dollars (\$413,500.00)** shall be paid as indicated below and as set forth in Exhibit A:

- A. First Submittal: **Two Hundred Twenty Thousand Four Hundred Dollars (\$220,400.00)**;
- B. Second Submittal: **One Hundred Twenty Thousand Eight Hundred Dollars (\$120,800.00)**;
- C. Third Submittal: **Seventy-two Thousand Three Hundred Dollars (\$72,300.00)**.

It is understood that the Consultant's total fee hereinbefore mentioned in this article shall be increased by any payments that the State shall be obligated to make pursuant to the provisions of Article V, and shall be reduced as noted in said article for any reduction in the Consultant's scope of services. It is also understood that a reasonable adjustment in said total fee shall be made by the Commissioner in the event of suspension or termination, as provided in Articles X and XI.

IV. TIME SCHEDULE

The Consultant shall provide the following within the time periods specified below. The Consultant shall not commence any work under the contract until the Consultant receives written authorization to proceed from the DCS Project Manager.

- A. Twelve (12) hard color copies and two (2) electronic compact disk PDF files of the First Submittal within one hundred twenty (120) calendar days after receipt of written notice to proceed;
- B. Twelve (12) hard color copies and two (2) electronic compact disk PDF files of the Second Submittal within one hundred twenty (120) calendar days after receipt of written notice to proceed;
- C. Twenty (20) hard color copies and two (2) electronic compact disk PDF files of the Third Submittal within ninety (90) calendar days after receipt of written notice to proceed.

V. SPECIAL SERVICES

- A. Should it be necessary for the Consultant to engage the services of a geotechnical engineer or test boring firm for the purposes of this contract, the State shall reimburse the Consultant for the cost of such services and, in addition, shall also pay the Consultant ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.
- B. If, in the opinion of the State, any special technical service is required that is not usually furnished in Consultant practice and that is not included in this contract, either expressed or implied by the nature of the work, then the State shall, in writing, authorize the service and the related cost. The Consultant's selection of the consultant retained in connection therewith is to be submitted for approval. The State shall reimburse the Consultant for the cost of any such services and, in addition, shall also pay the Consultant ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.
- C. Should the Consultant itself wish to perform special services as described in Sections A and B of this article, the Consultant shall submit to the State a written quotation of the cost of its performing such services. The quotation shall not include, nor shall the Consultant be paid for, an additional percentage of the cost for overhead and profit. In addition, the Consultant shall arrange to have at least three (3) independent outside sources submit written quotations for the work directly to the State in sealed envelopes. The State shall decide whether to allow the Consultant to perform the work with its own forces based on its quotation, and shall notify the Consultant accordingly.
- D. If at any time during the term of this contract the State should require the Consultant to make any substantial change in the size or scope of the work or require any substantial change in plan, design, or specification that shall necessitate the preparation by the Consultant of additional sketches, drawings, or other documents, or the making of substantial changes in any other document already approved, or upon which substantial work had been done pursuant to instruction to proceed, then, and in such event, the Consultant shall prepare the additional documents and make changes as required and shall be entitled to reasonable compensation therefor. The Commissioner shall determine the amount of such compensation and the manner of payment thereof.

The above notwithstanding, should it be necessary for the Consultant to prepare any such additional documents or make changes in the same for purposes of meeting the budget requirements of the project, and where an increase in the cost of labor and/or materials is not the governing factor, it shall perform such duties without receiving additional compensation. In addition, if at any time during the term of this contract the State should request the Consultant to reduce the scope of services originally agreed upon under this contract, the Consultant shall then reduce said scope of services, as requested, and its fee shall be reduced by a fair and equitable amount determined by the Commissioner.

- E. For reuse by the State of any documents prepared by the Consultant under this contract, the Consultant shall be paid a reasonable fee for such reuse plus a reasonable fee for making necessary changes to such documents as may be required by job conditions. The Commissioner shall determine the amounts of such fees.

VI. INSURANCE

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

- A. Statutory Workers' Compensation and Employers' Liability:

1. Workers' Compensation: _____ Statutory limits

2. Employers' Liability:	
Bodily injury by accident:	\$100,000 each accident
Bodily injury by illness:	\$100,000 each employee
	\$500,000 policy limit



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

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

D. The Consultant shall furnish evidence by way of a certificate of insurance that he/she/it has obtained a professional services liability insurance policy with \$1,000,000.00 each occurrence and per aggregate minimum coverage for negligence and errors and omissions. If any claims are paid against its professional services liability insurance policy, the Consultant agrees to purchase additional insurance in order to maintain the minimum coverage of \$1,000,000.00 each occurrence and per aggregate. The insurance shall remain in effect during the entire duration of this contract, including such additional time periods as may be necessary to complete specific projects, as hereinbefore set forth, and for eight years after substantial completion of the project. For policies written on a "Claims Made" basis, the Consultant agrees to maintain a retroactive date prior to or equal to the effective date of the contract. The Consultant shall contractually require any structural engineering or architectural firm it hires to maintain professional liability insurance in the same amount and with the same provisions indicated above. The policy shall provide that it shall indemnify and save harmless the State and its officers, agents, and employees from claims, suits, actions, damages, and costs of every name and description resulting from negligence and errors and omissions in the work performed by the Consultant under the terms of this contract.

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

VII. CONFIDENTIALITY OF DOCUMENTS

- A. The Consultant agrees on behalf of the Consultant and the Consultant's principals, employees, agents, heirs, successors and assigns that they shall only utilize drawings, specifications, maps, reports, records or other documents to the extent necessary for the performance of the Consultant's work and duties under this contract. This limitation on use applies to those items produced by the Consultant, as well as to those items received by the Consultant from the Department of Construction Services or others in connection with the Consultant's work and duties under this contract.
- B. The Consultant further agrees that said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract. No other disclosure shall be permitted without the prior written consent of the Department of Construction Services.
- C. The Consultant further agrees that the following provision will be included in its contracts with sub-consultants:

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

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

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

For the purposes of this article, the word "contractor" is substituted for and has the same meaning and effect as if it read "Consultant."

A. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Consultant.

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

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "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.
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "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;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "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;
- ix. "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
- x. "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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, 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 the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 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, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

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

B. Executive Orders. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the contract as if they had been fully set forth in it. At the contractor's request, the Department shall provide a copy of these orders to the contractor.

1. The contractor agrees to abide by such Executive Orders.
2. The State Contracting Standards Board may review this contract and recommend termination of the contract for a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes, or wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
3. This contract may be cancelled, terminated or suspended by DCS or the State Labor Commissioner for violation of or noncompliance with Executive Orders No. Three or Seventeen or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not party to this contract. The State Labor Commissioner shall have continuing jurisdiction regarding contract performance concerning nondiscrimination and listing all employment openings with the Connecticut State Employment Service until the contract is completed or until the contract is terminated prior to completion.

4. The Contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the Contractor will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.
 5. This contract may be cancelled, terminated, or suspended by DCS or the State for violation of or noncompliance with Executive Order Sixteen. In addition, the Contractor agrees to include a copy of Executive Order Sixteen, and the requirement to comply with said order, in all contracts with its contractors, subcontractors, consultants, subconsultants and vendors.
- C. This contract is subject to the provisions of the Department of Public Works Sexual Harassment Policy ("Policy"), which Policy has been adopted by the Department of Construction Services, and, as such, the contract may be cancelled, terminated, or suspended by the State in the event that the Contractor, its employees, contractors, subcontractors, consultants, subconsultants, or vendors engage in behavior prohibited by the provisions of the Policy (a copy of the Policy is attached hereto as Exhibit B). The Contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, subconsultants, and vendors.
- D. **Summary of State Ethics Laws.** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the contract as if the summary had been fully set forth in the contract.

E. **CAMPAIGN CONTRIBUTION RESTRICTION PROVISION**

For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this contract 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," attached as "Attachment."

IX. WHISTLEBLOWING

This contract 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 Consultant takes or threatens to take any personnel action against any employee of the Consultant 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 Consultant shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The 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 Consultant.

X. SUSPENSION OF THE WORK

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

- C. Should the State reactivate any assigned work covered by this contract, in whole or in part, within one year from the time the work was suspended, any fees paid to the Consultant pursuant to this contract shall be applied as payment on the fees for the work as set forth in this contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year, the Consultant and the State may renegotiate the fees for the work based on current conditions or either may unilaterally elect to terminate the remaining work.
- D. In the event the State decides to suspend any work under this contract, the State shall become entitled, after payment of outstanding fees, to all finished and unfinished documents prepared pursuant to this contract.
- E. If the Consultant should be unwilling or unable to perform the services required by this contract at the time the State desires to reactivate the work after a period of suspension, then all finished or unfinished documents prepared pursuant to this contract shall become the property of the State and the State shall have the right to immediate possession and use thereof.

XI. TERMINATION OF CONTRACT

- A. Notwithstanding any provisions or language in this contract to the contrary, the Commissioner may terminate the contract whenever he determines in his sole discretion that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Consultant of a written notice of termination. The notice of termination shall be sent by registered or certified mail to the Consultant's address as furnished to the State for purposes of correspondence, or by hand delivery. Upon receipt of such notice, the Consultant shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State.
- B. If the termination is for the convenience of the State, the Consultant shall be entitled to receive reasonable compensation for services already satisfactorily performed and accepted, but no amount shall be allowed for anticipated profit on unperformed services. The Commissioner shall determine the amount of such compensation.
- C. If the termination is for reason of failure of the Consultant to fulfill his contract obligations, the State may take over the work and prosecute the same to completion by contract or otherwise. In such event, the Consultant shall be liable to the State for any additional costs occasioned to the State thereby.
- D. If after notice of termination for failure of the Consultant to fulfill his contract obligations it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the State. In such event, the Consultant shall be entitled to reasonable compensation as provided in Section B of this article.
- E. If the Consultant is a sole proprietor and the Consultant should die during the term of this contract, this contract shall be considered terminated. In the event of such termination, the Consultant's estate shall be entitled to a reasonable payment for any uncompensated work performed to the date of death, and the State shall have title to, and shall have the right to immediate use and possession of, all finished and unfinished documents prepared under this contract. The Commissioner shall determine the amount of such payment.
- F. The rights and remedies of the parties provided in this article are in addition to any other rights and remedies provided by law or under this contract.

XII. ANNUAL CERTIFICATION

If the aggregate value of this contract is \$50,000.00 or more, including all amendments and/or commission letters, then the Consultant shall annually submit electronically, on or within two (2) weeks of the anniversary date of the execution of this contract, a completed Gift and Campaign Contribution Certification and notify the DCS Legal Unit that it has been uploaded. Said certification shall be uploaded on the Department of Administrative Services website. For the purposes of this article, the execution date of the contract shall be the date the Commissioner of DCS signs the contract.

XIII. FORUM AND CHOICE OF LAW

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

XIV. SOVEREIGN IMMUNITY

The parties acknowledge and agree that nothing in the solicitation or the contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the contract. To the extent that this section conflicts with any other section, this section shall govern.

XV. APPROVAL OF THE STATE PROPERTIES REVIEW BOARD

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

XVI. APPROVAL OF THE ATTORNEY GENERAL'S OFFICE

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

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

- (a) All services performed by and material supplied by the Consultant under this contract shall be subject to the inspection and approval of the State at all times, and Consultant shall furnish all information concerning such material and services as may be requested by the State.
- (b) The Consultant shall maintain, and shall require each of its subcontractors hereunder to maintain, accurate and complete records, books of account and other documents that delineate the nature and extent of the State's, Consultant's, and, in the case of each subcontract, the applicable subcontractor's, performance hereunder. The Consultant shall maintain all such documentation and any and all other of its records (whether stored in electronic or other form) that in any way pertain or relate to this contract and/or the actual or alleged performance and/or lack of performance by any party hereunder (individually and collectively, "Records") at the Consultant's address provided on the first page of this contract or such other location as is approved in writing in advance by the State.
- (c) The Consultant agrees to make all of its Records available for inspection and/or examination, or copying, by the State's authorized representatives during reasonable hours. The State and its representatives also shall have the right, at reasonable hours, to inspect and examine all of the part(s) of the Consultant's and its subcontractors' plant(s) and/or place(s) of the businesses which, in any way, are related to, or involved in, the performance of this contract and/or any subcontract to ensure compliance with the same. Except in the case of suspected fraud or other abuse or in the event of an emergency, the State will give the Consultant at least twenty-four (24) hours notice of any intended inspections or examinations.
- (d) At the State's request, the Consultant shall provide the State with hard copies of or electronic media containing any data or information in the possession or control of the Consultant which pertains to the State's business or this contract.

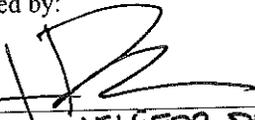
- (e) The Consultant agrees that it will keep and preserve or cause to be kept and preserved all of its Records until three (3) years after the latter of (i) final payment under this contract, or (ii) the expiration or earlier termination of this contract, as the same may be extended or renewed, and any holdover period.
- (f) The Consultant also agrees that it will require each subcontractor under this contract to maintain all of its Records until three (3) years after the expiration or earlier termination of said subcontract or other agreement, as the same may be renewed or extended.
- (g) If any litigation, claim or audit is started before the expiration of said three (3) year periods, such records shall be (and shall be required to be) retained until all litigation, claims or audit findings have been resolved.
- (h) The Consultant shall incorporate the provisions of this article, including this subsection (h), verbatim into any contract or other agreement it enters into with any subcontractor under this contract.

XVIII. DISCLOSURE OF RECORDS

This contract 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 or entity 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 FOIA and may be disclosed by the public agency pursuant to FOIA. 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 FOIA. 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.

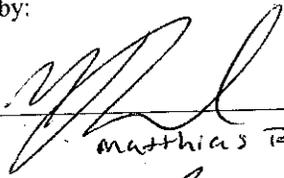
IN WITNESS WHEREOF, the State, acting herein by its Commissioner of the DCS, and the Consultant have executed this contract.

Attested by:


Witness JENNIFER PADUA

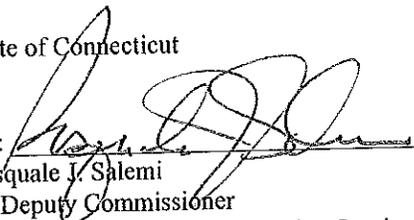
Cheryl Benoit
Witness Cheryl Benoit

Attested by:


Witness matthias Rand

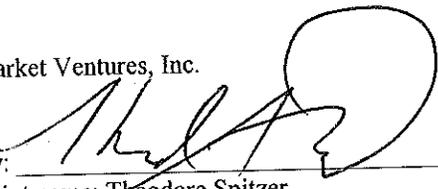
Anne Hensley
Witness Anne Hensley

State of Connecticut

By: 
Pasquale J. Salemi
Its Deputy Commissioner
of the Department of Construction Services

Date signed: 8.6.13

Market Ventures, Inc.

By: 
Print name: Theodore Spitzer
Its President, Duly Authorized

Date signed: July 30, 2013

Approved as to form:

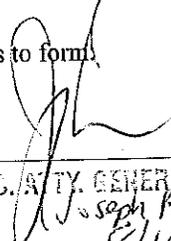

ASSOC. ATTY. GENERAL, Attorney General
Joseph Rubin
Date signed: 8/14/13

EXHIBIT A

Department of Agriculture Regional Market Master Plan
Hartford Regional Market
101 Reserve Road, Hartford, Connecticut
Project No. BI-HH-052
Contract No. BI-HH-052-ARC

The scope of professional services to be provided by the Consultant under this contract consists of the services called for in the contract in connection with the following services and work to develop a Master Plan for future planning purposes for development and/or expansion of the existing Hartford Regional Market and associated property. The Consultant will define the Master Plan addressing the agency's (Department of Agriculture) needs and goals. The result should be a plan that indicates a pathway toward a premier hub that best serves Connecticut in the movement and sale of food and agricultural products.

Phase I:

1. Orientation and Goal Setting

- a. **Project Initiation:** The Consultant team will lead meetings with the State to review the goals scope and schedule, will prepare and distribute meeting minutes. Consultant will lead Steering Committee (meeting #1), present national models of regional food hubs, discuss project scope and schedule, encourage committee member feedback about goals and visions as well as document and distribute meeting minutes.
- b. **Background Materials and Initial Research:** Consultant team will review background materials, plans, and previous studies and associated materials made available by the State. The region's existing infrastructure in terms of farmers' markets, food manufacturing facilities and food distribution infrastructure will be reviewed.
- c. **Key Informant interviews:** Working with the State, the Consultant will identify up to twenty (20) key informants whose input can provide relevant background information and who can help guide the project. Key informants will be selected by the State together with the Consultant team. These individuals might include public officials, leaders among the region's food economy (such as restaurateurs, retailers, culinary educators, food professionals and advocates), farmers, and food producers. Interviews may be conducted in a one to one meeting or in small groups as best determined by the Consultant.
- d. **Goals:** The project goals are the foundation of any economic development plan. During this project phase, Hartford's Regional Market Master Plan will be clarified, refined, and, as appropriate, modifications will be proposed during this study phase as needed.
- e. **Preliminary Redevelopment Concepts:** Based on national best practices, the Consultant will identify some preliminary redevelopment concepts that can be explored and tested throughout the master planning process, including both functions that happen today (food storage and distribution, food processing, direct marketing, cash-and-carry restaurant supply, restaurant) and new functions, such as a year-round public market, shared commercial kitchen, and educational facilities.

2. **Supply Analysis:** The supply analysis will explore both current and potential sellers at the Hartford Regional Market, including leaseholders and short-term/temporal vendors, and the supply of products that flow through the Market.
 - a. **Regional Market Wholesale Tenants:** The Consultant team will conduct in-depth interviews with the owner or manager of each of the Market's seventeen (17) leasehold tenants to explore a wide range of operational, economic development, and strategic issues. Topics will include a review of their current business (including product lines, customers, sales volumes, employees, equipment, facilities, etc.) trends, their plans for the future, their ideas and aspirations for changes that could be part of the master plan. The Consultant team will seek to tour each business operation so a clear idea of operational needs and constraints can be determined. The Consultant will identify each tenant's facility needs, including growth potential and operational requirements.
 - b. **Potential Wholesale Tenants:** The Consultant team will review the businesses that have expressed interest or submitted proposals to become tenants in the Hartford Regional Market based on information provided by the State. Other potential tenants identified during the Consultant's market research activities will be explored to determine their interest in becoming leaseholders in the Market and evaluate these tenants operational and facility needs. The Consultant will conduct interviews with up to ten (10) potential tenants.
 - c. **Connecticut Farmers:** The Consultant team will explore new and expanded ways for Connecticut farmers to utilize the Hartford Regional Market for sales, storage, distribution, processing, marketing and education. The Consultant team will conduct six (6) focus group meetings with farmers of varying scale and products around the State to explore their interest in and capacity for participating in the Hartford Regional Market for both retail and wholesale activities, as well as their interest in expanded food processing and distribution infrastructure. The Consultant will work with the Department of Agriculture and other organizations to identify participating farmers and organize the focus group meetings. The Consultant will then design, lead the focus groups, and compile findings and results. This research activity will explore the potential for other food hubs elsewhere in Connecticut.
 - d. **Public Market Vendors:** The Consultant will identify potential vendors for a year-round retail public market within the Regional Market from the Hartford region. Potential vendors will also be assessed through key informant interviews, review of secondary data, including United States Department of Agriculture (USDA) census data on direct marketing for the region and the most recent Economic Census. The analysis will consider the food cycles of Connecticut, including the seasonal availability of local foods and the potential for season extension.
 - e. **Competitive and Trend Analysis:** The Consultant team will research existing and proposed grocery and fresh food options within Hartford and nearby communities, assessing the range of products, quality of the shopping experience, quantity and quality of local foods, access and parking, etc. Information will be collected on farmers' markets that operate around the city, as well as other food distribution facilities in the region.
3. **Demand Analysis:** The demand analysis will identify and quantify both current and potential demand for products sold or produced at the Hartford Regional Market, identifying and segmenting current and potential future customers for both retail and wholesale products at the Regional Market.
 - a. **Wholesale:** Through the interview with Market tenants, the Consultant will identify major wholesale buyers at the Regional Market. The Consultant will then conduct telephone or in-person interviews with eight to twelve buyers representing different types and volumes

(supermarkets, restaurants, food manufacturers, other distributors, public institutions such as schools, etc.). This research will explore buying trends, elements that limit sales at the Market, and future opportunities, particularly for Connecticut-grown products.

The Consultant team will review secondary data sources for the products sold at the Hartford Regional Market, particularly fresh produce and other locally grown and produced foods, to quantify the market opportunity.

High potential wholesale buyers will be identified who do not currently utilize the Regional Market. Regional food consumption trends will be identified and a model developed to project future potential market share and sales potential, as well as positioning strategies to maximize market share.

- b. **Retail:** The retail demand analysis will seek to identify, segment, and quantify retail customers for the Regional market, including those who currently shop at the Market and potential shoppers (both area residents and tourists).
 - i. **Customer Intercept Survey:** The Consultant will design an intercept survey instrument for the Hartford Regional Market that will be administered at the Saturday Farmers' Market. The purpose of the survey is to better understand the demographic profile of current Market shoppers, their shopping patterns and expenditures, their perceptions of quality, selection and price, their likes and dislikes about the Market, their ideas for improvements, and their reactions to a year-round indoor public market facility. Where practical, the instrument will be similar to other survey instruments utilized by the Consultant in other cities in order to make comparisons with similar facilities. The Consultant will prepare a draft instrument and integrate feedback from the State. The Consultant will retain and train local surveyors, and then administer the survey over several Saturdays in order to have an adequate sample size to achieve representativeness. The Consultant will compile all of the survey responses into a computerized database and analyze the results using a statistical program such as SPSS (Statistical Product and Service Solutions). Where appropriate, analysis will include cross tabulations, regression analysis, comparison of means, and other statistical measures. The Consultant will prepare a report that summarizes the survey process; provide reports using text, charts and graphs; and provide conclusions about the results.
 - ii. **Web-based Survey:** The Consultant will design an Internet-based survey that will be appropriate for both Market shoppers and non-shoppers. The survey will seek to understand why customers in the Hartford region shop at the Market or choose not to shop there, their shopping frequency, their likes and dislikes about the Market, their ideas for improvements, and their reactions to a year-round Market facility. The Consultant will prepare a draft instrument and integrate feedback from the State. Where practical, the instrument will be similar to the intercept survey and to other survey instruments utilized by the Consultant. In order to make comparisons with other farmers' markets and respondents to the intercept survey both of the survey instruments will be utilized. The Consultant will identify the preferred number of responses and the method of administration, utilizing a web tool such as Survey Monkey. The Consultant will work with the State to promote the web-based survey to members of the Hartford community in order to maximize participation. The Consultant will compile all of the survey responses into a computerized database and analyze the results using a statistical program such as SPSS. Where appropriate, analysis will include cross tabulations, regression analysis, comparison of means, and other statistical measures. The Consultant will prepare a report that summarizes the survey process; provide reports on the results using text, charts, and graphs; and provide conclusions about the results.

- c. **Utilities Assessment:** The Consultant team will assess existing sanitary, water, and gas service at the property as well as other utilities as listed below.
 - i. **Water Service:** The Consultant team will obtain water flow and pressure information from the Hartford Metropolitan District Commission (MDC) in the area of the Hartford Regional Market. Based on the information provided by the MDC, the Consultant team will prepare an analysis to determine the flow and pressure for domestic service and fire protection to the buildings.
 - ii. **Sewer:** The Consultant team will obtain sewer reports from the MDC and contact the MDC Sewer Department to determine whether there are any capacity limitations in the system to accept the proposed flows from the Hartford Regional Market (up to two meetings with staff of the Sewer Department). The Consultant team will review any existing reports on blockages and/or cleaning of the existing on-site sewer (it is understood that there have been reports of past blockages due to grease buildup). Flow test metering of the existing sewer that may be requested by the MDC in various locations to determine if there are capacity problems in the existing sewer main are not an included service from the Consultant team. The State will provide independent water flow metering service if requested by the Consultant team.
 - iii. **Stormwater Management:** The Consultant team will review the existing storm drainage system on site and determine if improvements will be required.
 - iv. **Natural Gas Service:** The Consultant team will contact the Connecticut Natural Gas Company to obtain information on the location, quantity, and pressure that their gas distribution system can provide.
 - v. **Utility "Will Serve" Letters:** The Consultant team will request "will serve" letters from other applicable possible utility service providers, including but not limited to cable television service, electrical service and telephone service.
 - d. **Geotechnical Review and Hazardous Materials Review:** Services regarding geotechnical and hazardous materials review, in relation to this project, are excluded from the Consultant's scope of services and the Hartford Regional Market Master Plan.
7. **Regulatory and Code Analysis:** The Consultant team will identify federal, state and local regulatory requirements for land and food (produce and meats) market development; identify limitations on development relative to regulatory data.
8. **Operations Review:** The operations review will describe how the Hartford Regional Market currently functions and identify key areas for improvement. Topics of analysis will include:
- a. **Traffic Analysis:** The Consultant team will provide field reconnaissance of the site environment and validate motorist sightlines. Traffic control and geometric site conditions of the area will be documented. The Consultant team will make observations of traffic conditions during peak activity days and times. The Consultant team will collect available traffic volume data, accident data, and reports for all recently approved nearby developments from the City and State. The Consultant team will assemble and review all available plans/documents for roadway improvements in the area by the Connecticut Department of Transportation and others. The Consultant team will evaluate potential changes in traffic generation associated with this site; synthesize all collected data and assess existing and future traffic conditions; evaluate the impact of potential new access to/from the site; and prepare a report summarizing the findings and outlining potential mitigation measures.

- b. **Operation Schedule:** The Consultant team will document the Hartford Regional Market's current operation schedule for both wholesale and retail functions, and note how it helps or hinders certain functions.
 - c. **Site Management:** The Consultant will review the Hartford Regional Market's current property management, leasing, security, marketing and other site management functions, and compare it to site management practices at comparable facilities around the country.
 - d. **Leases and Rules:** The Consultant will review current leases and operating rules, and identify questions, concerns or missing items.
 - e. **Vendor and Produce Mix:** The current mix of vendors and products will be documented.
 - f. **Facility Layout and Parking:** The interaction between the Market's various elements will be explored, particularly wholesale and retail functions. The quantity and location of parking will be documented.
 - g. **Waste Management:** The Hartford Regional Market's waste handling procedures, composition, and quantities will be explored.
 - h. **Financial Analysis of Current Operations:** The Consultant will review the Hartford Regional Market's income and expenses for the past three years, including all lease and rental rates and operating expenses including site management, marketing, maintenance, etc.
9. **Strengths-Weaknesses-Opportunities-Threats (SWOT) Analysis:** Phase I findings will be summarized in a SWOT Analysis that cogently describes the primary strengths, weaknesses, opportunities and threats facing the Hartford Regional Market, providing a springboard for the subsequent Master Plan phases.

10. First Submittal

Report and Presentation: The Consultant will prepare a report that incorporates all of the findings, analysis and conclusions of the Phase I tasks. Twelve (12) printed copies of the Phase I report will be submitted to the State, along with two (2) CD disk copies in an electronic file in PDF format. Phase I findings will be presented to the State and the Steering Committee (meeting #3) and at a public meeting.

11. Consultant Team

The Consultant shall provide the work pursuant to the following services when directed by the DCS Project Manager in writing. The Consultant shall be compensated for said services in the amounts specified below, which amounts are included in the Consultant's total fee stated in Article III of the contract. Said amounts include all sub-consultants fees and the Consultant's overhead and profit. These fees are provided here for informational purposes only.

- a. The Consultant shall provide the proposed Master Plan work for Phase I-Orientation and Assessment tasks.
 - 1. The Consultant shall provide to the DCS Project Manager for review and approval twelve (12) copies of its submittals and two (2) CD copies within one hundred twenty (120) calendar days after receipt of written notice to proceed.

For the above services, the Consultant shall be compensated for said services in the amount of One Hundred Sixty-Six Thousand One Hundred Dollars (\$166,100.00).

- b. The Consultant is authorized to engage the services of The S/L/A/M Collaborative, Inc., 80 Glastonbury Boulevard, Glastonbury, CT 06033 to assist the Consultant's team for the services set forth in this subsection.

The Consultant's sub-consultant shall provide existing conditions documentation services for the site and the buildings' architectural and structural engineering building components; provide a landscape architectural/land planner, code consultant, and specifications/quality assurance-quality control reviewer; make recommendations for LEED certification/high performance buildings; and provide integrated cost estimator services.

For the services provided by the sub-consultant authorized above, the Consultant shall be compensated for said services in the amount of Twenty-Five Thousand One Hundred Dollars (\$25,100.00).

- c. The Consultant is authorized to engage the services of Milone & MacBroom, Inc., 99 Realty Drive, Cheshire, CT 06410 to assist the Consultant's team for the services set forth in this subsection.

The Consultant's sub-consultant shall provide existing conditions documentation services for the site and the buildings' civil engineering, site survey/engineering, and site traffic engineering services.

For the services provided by the sub-consultant authorized above, the Consultant shall be compensated for said services in the amount of Sixteen Thousand Seven Hundred Dollars (\$16,700.00).

- d. The Consultant is authorized to engage the services of R.G. Vanderweil Engineers, LLP, 274 Summer Street, Boston, MA 02210 to assist the Consultant's team for the services set forth in this subsection.

The Consultant's sub-consultant shall provide existing conditions documentation services for the site and the buildings' mechanical, electrical, plumbing, and fire protection systems' engineering building components services.

For the services provided by the sub-consultant authorized above, the Consultant shall be compensated for said services in the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00).

Phase II:

1. Vision and Program Development

- a. **Development and Design Principles:** A set of development concept and design principles will be created based on the results of the market research and relevant experience from other similar markets. These principles will identify strategies for expanding opportunities for Connecticut farmers, increasing the customer base, and diversifying the vendors and program mix and thereby making the Hartford Regional Market a premier food hub.
- b. **Program Elements/Expansion Opportunities:** Based on the results of the market research and relevant experience with other similar facilities, the Consultant will identify a set of program elements for the Hartford Regional Market that meets the needs of current tenants and customers as well as potential users. A variety of functions will be analyzed and proposed, including retail, food production, food service, storage and distribution, education, and events, with a range of square footage requirements and descriptions of each. Other programmatic elements will be determined, such as public spaces, offices, meeting rooms, restrooms, etc. Both indoor and

outdoor program functions will be described. Parking requirements will be determined. The potential for adding a new exit will be explored, as will the reintroduction of a gatehouse.

- c. **Innovations and Partnership Opportunities:** The Consultant team will identify a range of innovations for the Hartford Regional Market that relate to material handling and logistics, energy, waste management, education, and vendor mix that will make the Market a premier food hub. Potential partnerships will be explored with State agencies, institutions such as schools and hospitals, foundations and nonprofit institutions, and industry groups that advance the mission of the Market.

2. Second Submittal

- a. **Schematic Design Concepts:** Based on the development and design principles and programmatic elements, the Consultant team will prepare three (3) conceptual site plans for the Regional Market, representing modest to expansive redevelopment visions. The drawings will include conceptual site plans and building floor plans that clearly identify programmatic functions throughout the site, highlight key functional relationships, and incorporate sustainable site and building design considerations into all planning options where possible.
- b. **Steering Committee Meeting #4:** The three (3) schematic design concepts will be presented to the Steering Committee and the State. The benefits and challenges of each approach will be discussed, as well as high level initial cost estimating. Based on the Committee's and the State's input, one design concept will be selected for further refinement.
- c. **Schematic Design Refinement:** The Consultant team will refine the selected design concept and prepare four (4) color renderings that highlight key elements of the chosen plan. The master site plan will incorporate the preferred programmatic elements and identify entrances and exits, vehicle and pedestrian circulation, parking, landscape elements, major utility infrastructure, and key functional relationships.
- d. **Phasing and Schedule:** A phasing plan, with proposed priority investments, will be prepared, along with an implementation schedule.
- e. **Operations and Management Plan:** Based on national models and experience, various alternatives for the Hartford Regional Market's management structure will be described, linking the needs for financial accountability and stability, representation of the Market's various constituencies, and operational efficiency. Key management responsibilities will be outlined and a staffing plan developed.

3. Consultant Team

The Consultant shall provide the work pursuant to the following services when directed by the DCS Project Manager in writing. The Consultant shall be compensated for said services in the amounts specified below, which amounts are included in the Consultant's total fee stated in Article III of the contract. Said amounts include all sub-consultants fees and the Consultant's overhead and profit. These fees are provided here for informational purposes only.

- a. The Consultant shall provide Master Plan work for Phase II-Vision/Program Development tasks.
 1. The Consultant shall provide to the DCS Project Manager for review and approval twelve (12) copies of its submittals and two (2) CD copies within one hundred twenty (120) calendar days after receipt of written notice to proceed.

For the above services, the Consultant shall be compensated for said services in the amount of Seventy Seven Thousand Four Hundred Dollars (\$77,400.00).

- b. The Consultant is authorized to engage the services of The S/L/A/M Collaborative, Inc., 80 Glastonbury Boulevard, Glastonbury, CT 06033 to assist the Consultant's team for the services set forth in this subsection. The Consultant's sub-consultant shall provide existing conditions documentation services for the site and the buildings' architectural, structural engineering building components; provide a landscape architectural/land planner, code consultant, and specifications/quality assurance-quality control reviewer; make recommendations for LEED certification/high performance buildings; and provide integrated cost estimator services.

For the services provided by the sub-consultant authorized above, the Consultant shall be compensated for said services in the amount of Thirty Thousand Eight Hundred Dollars (\$30,800.00).

- c. The Consultant is authorized to engage the services of Milone & MacBroom, Inc., 99 Realty Drive, Cheshire, CT 06410 to assist the Consultant's team for the services set forth in this subsection. The Consultant's sub-consultant shall provide existing conditions documentation services for the site and the buildings' civil engineering, site survey/engineering, and site traffic engineering services.

For the services provided by the sub-consultant authorized above, the Consultant shall be compensated for said services in the amount of Five Thousand One Hundred Dollars (\$5,100.00).

- d. The Consultant is authorized to engage the services of R.G. Vanderweil Engineers, LLP, 274 Summer Street; Boston, MA 02210 to assist the Consultant's team for the services set forth in this subsection. The Consultant's sub-consultant shall provide existing conditions documentation services for the site and the buildings' mechanical, electrical, plumbing, and fire protection systems' engineering building components.

For the services provided by the sub-consultant authorized above, the Consultant shall be compensated for said services in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00).

Phase III:

1. Financial and Economic Analysis

- a. **Construction Cost Estimation:** The Consultant team will prepare a construction cost estimate for the proposed Master Plan facilities reflecting typical square footage construction costs for the Hartford Regional Market area for all Master Plan elements.
- b. **Operations Pro Forma:** Using the current operation budget as a baseline, the Consultant team will develop an operations *pro forma* for the Hartford Regional Market based on the selected redevelopment scenario. Rental or ground lease income from each source will be estimated, along with operating expenses such as personnel, marketing, waste hauling, utilities, insurance, etc.
- c. **Economic Impact Analysis:** The Consultant will estimate the economic impact of the Hartford Regional Market, including both direct benefits and multiplier effects, based on data from the Market today and based on projected sales and employment when the Master Plan is planned for implementation. The volume of new businesses and potential employment opportunities will be estimated, as well as sales of locally produced food.

2. Third Submittal

Final Master Plan Report and Presentation: The Consultant will prepare a Powerpoint presentation and a written Master Plan report together with applicable drawings and rendered drawings, which shall summarize the research results, key findings and recommendations, financial cost estimations with associated documentation, along with including the preferred site and building locations depicting a development plan scenario. A Master Plan draft report will be submitted to the State for comment. After receipt of review and input from the State, and applicable revisions incorporated, the Master Plan Final submission will be provided. Twenty (20) printed color copies of the Master Plan final report will be submitted to the State together with two (2) electronic CD disks file in a PDF format. The final Master Plan will be formally presented to the State, to the Steering Committee (meeting #5), to a group of State of Connecticut officials selected by the State, and at a public meeting as requested.

3. Consultant Team

The Consultant shall provide the work pursuant to the following services when directed by the DCS Project Manager in writing. The Consultant shall be compensated for said services in the amounts specified below, which amounts are included in the Consultant's total fee stated in Article III of the contract. Said amounts include all sub-consultants fees and the Consultant's overhead and profit. These fees are provided here for informational purposes only.

- a. The Consultant shall provide Master Plan work for Phase III-Financial/Economic Analysis tasks.
 1. The Consultant shall provide to DCS Project Manager for review and approval twenty (20) copies of its submittals and two (2) CD copies within ninety (90) calendar days after receipt of written notice to proceed.

For the above services, the Consultant shall be compensated for said services in the amount of Fifty Two Thousand Seven Hundred Dollars (\$52,700.00).

- b. The Consultant is authorized to engage the services of The S/L/A/M Collaborative, Inc., 80 Glastonbury Boulevard, Glastonbury, CT 06033 to assist the Consultant's team for the services set forth in this subsection.

The Consultant's sub-consultant shall provide existing conditions documentation services for the site and the buildings' architectural, structural engineering building components; provide a landscape architectural/land planner, code consultant, and specifications/quality assurance-quality control reviewer; make recommendations for LEED certification/high performance buildings; and provide integrated cost estimator services.

For the services provided by the sub-consultant authorized above, the Consultant shall be compensated for said services in the amount of Nineteen Thousand Six Hundred Dollars (\$19,600.00).

Exhibit B

SEXUAL HARASSMENT POLICY STATEMENT

All personnel of the Department of Public Works have the responsibility for maintaining high standards of honesty, integrity, impartiality and conduct to assure proper performance and maintenance of public trust. Sexual harassment violates these standards, especially with regards to principles of equal opportunity, and specific acts of such misconduct will result in the severest of disciplinary action that can be taken.

Acts of sexual harassment are illegal and prohibited by the Civil Rights Act, Title VII as amended and Connecticut General Statutes 46a-60 as a discriminatory practice.

As the Commissioner of the Department of Public Works, I will under no circumstances tolerate any incidents of this type of behavior. Specifically, any supervisors, who use implicit or explicit sexual behavior to control, influence, or affect the career, pay or job of an employee is engaging in sexual harassment. Similarly, any employee who makes deliberate or repeated offensive verbal comments, gestures, or physical contact of a sexual nature in the work environment is also engaging in sexual harassment.

Sexual harassment can include verbal abuse such as sexual insults, lewd or suggestive comments, or unwelcome jokes of a sexual nature. Sexually suggestive objects or sexually explicit posters, calendars, photographs, cartoons, drawings or other explicit materials are inappropriate in a state workplace and can contribute to creating a hostile or offensive work environment.

Individuals who are sexually harassed by supervisors, co-workers, or peers should make it clear that such behavior is offensive. Individuals can file a sexual harassment complaint to the appropriate source(s) for investigation of the matter, so that action can be taken to ensure a work environment free of sexual harassment.

Sexual harassment is totally unacceptable conduct; it undermines the integrity of the employment relationship, debilitates morale, and interferes with the work productivity of the organization.

I shall expect every manager and supervisor to ensure that any instance of sexual harassment is dealt with swiftly, fairly, and effectively. All substantiated complaints will result in the strongest disciplinary action available to the Department.

SEXUAL HARASSMENT NARRATIVE

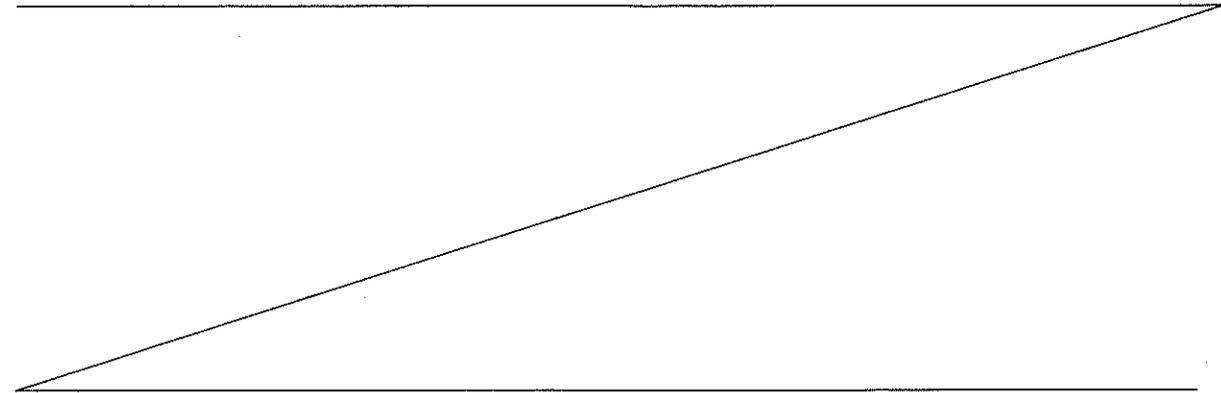
Sexual harassment is a particular type of sex discrimination. Like all sexual discrimination, it is illegal. It violates high standards of honesty, integrity, impartiality and conduct required of all sections of the Department of Public Works. It also interferes with and impedes work productivity.

Sexual harassment is defined as "any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by any individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment."

You may file a complaint with your supervisor, the Human Resources Office at (860) 713-5304 or Johnette Tolliver, the agency's designated Equal Employment Opportunity Specialist at (860) 713-5394.

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



ATTACHMENT



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

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

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

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

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

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

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

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

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

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

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

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