

**STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
ENGINEER'S CONTRACT FOR ON-CALL SERVICES
Energy Consulting Services**

CONTRACT NUMBER: OC-DCS-ENGY-0032

This contract is entered into this 13th day of January, 2022, by and between

**GreenerU, Inc.
307 Waverley Oaks Road, Suite 202
Waltham, MA 02452**

hereinafter called the "Engineer" or "contractor," and the State of Connecticut, hereinafter called the "State," acting herein by its Commissioner or designee, duly authorized, of the Department of Administrative Services (DAS), duly authorized under the provisions of Sections 4-8, 4b-1, 4b-1b, 4a-1, 4a-2, and 4a-3 of the Connecticut General Statutes, as revised and amended.

WITNESSETH

Whereas the State is desirous of having the Engineer provide services to temporarily augment State forces in the preparation of design plans, specifications, estimates, and related data and studies for various infrastructure projects throughout the State, and

Whereas the Engineer is experienced as to work on all types of infrastructure projects, and

Whereas the Engineer is desirous of performing such work;

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

- A.** For each specific project assigned under this contract, the Engineer shall furnish a project manager, architects, engineers, and other personnel to do work when directed as hereinafter provided. For all such projects, the Engineer agrees to become familiar with and follow the provisions set forth in the "CONNECTICUT DEPARTMENT OF ADMINISTRATIVE SERVICES CONSULTANTS 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.
- B.** For each specific project assigned under this contract, the Engineer shall perform the following services when directed in writing:
 - 1. **DESIGN SERVICES.** The Engineer shall perform services during the schematic design phase, the design development phase, the contract documents phase, and the bidding period as hereinafter specified.

- a. **Schematic Design Phase**

Pursuant to conferences with the State, designs shall be prepared by the Engineer to encompass the general program of the project. These designs shall consist of small scale drawings, elevations, sections, and outline specifications. All specifications shall be prepared in accordance with the CSI (Construction Specifications Institute) format. At this time the Engineer shall make sufficiently accurate estimates to determine the feasibility of constructing the project within the funds available. At the beginning of the schematic design phase, the Engineer shall engage her/his/its consultants as set forth in Section I. The Engineer shall submit for review and approval the number of sets of drawings, specifications, and detailed cost estimates specified in the task letter prepared for the project, as hereinafter provided in Section C.

While preparing such drawings, specifications, and detailed cost estimates, the Engineer shall investigate any factors that may conflict with the use of the site as proposed, such as neighboring

building lines, zoning regulations, sanitary codes, health and fire laws, local ordinances, etc., and shall report her/his/its findings thereon to the State when submitting schematic design phase drawings, outline specifications, and detailed cost estimates.

If the estimate agreed to by the State and Engineer exceeds the funds authorized for construction, or if the State and Engineer cannot agree upon an estimate of the probable construction cost and the probable cost of construction as determined by the State exceeds both the Engineer's estimate and the funds authorized for construction, then the State shall have the right to require the Engineer to make such revisions as the State deems necessary at the time to bring the cost within the funds authorized for construction.

b. Design Development Phase

The Engineer must receive written notice from the State to proceed with the design development phase before commencing the phase. The design development phase drawings shall show the extent of the site, location of the project on the site, and the general disposition of the principal features and equipment embodied in the project, and shall be sufficiently developed so as to fix and illustrate the size and character of the project in all of its essential basic particulars as to kinds of materials, types of structure, and mechanical and electrical systems. All specifications shall be prepared in accordance with the CSI format. The Engineer shall submit for review and approval the number of sets of drawings, specifications, and detailed cost estimates specified in the task letter prepared for the project, as hereinafter provided in Section C.

Submitted with the design development phase drawings and specifications shall be an estimate of the cost of construction predicated on the same, and broken down into the major sub-trades for the construction of the building, with separate figures for special items such as equipment, site work, and utility lines. Basic engineering and other drawings and specifications shall also be provided at this time by the engineers and other consultants working under the direction of the Engineer.

As the drawings submitted during this phase are to form the basis of the whole concept of the project, they shall be reviewed by the State for conformance to functional and technical requirements of the project and approved by the State before the Engineer proceeds to the next phase. It is understood, however, that such review and approval does not relieve the Engineer from any responsibility arising out of the State's reliance on the Engineer's professional skill and ability to discharge her/his/its services as required by this contract.

c. Contract Documents Phase

The Engineer must receive written notice from the State to proceed with the contract documents phase before commencing the phase. The documents to be provided in this phase are a part of the construction contract and as such must explain in substantial detail the full scope of the work to be included in, and performed under, the construction contract.

A final detailed estimate of the cost of construction, including unit prices, quantities, labor and materials, predicated on the contract documents phase drawings and detailed specifications, shall be included as a part of this phase. All specifications shall be prepared in accordance with the CSI format and in accordance with Part II of Chapter 60 of the Connecticut General Statutes, as revised, when applicable. The Engineer shall submit for review and approval the number of sets of drawings, specifications, and detailed cost estimates specified in the task letter prepared for the project, as hereinafter provided in Section C. Such review and approval by the State does not relieve the Engineer of responsibility arising out of the State's reliance on the Engineer's professional skill and ability to discharge her/his/its services as required by this contract.

All original final tracings shall, together with the specifications typed in letter quality print on one side of 8 1/2" x 11" white bond paper, be submitted by the Engineer prior to the State's going to bid.

When the Engineer has incorporated all comments and the documents are ready for bidding, the Engineer will submit the tracings, master specifications, and a CD ROM disk of both to DAS. This submission will conclude the contract documents phase of the contract.

d. Drawings

Should the Engineer develop drawings for the tasks under this contract, then the Engineer shall use computer aided drafting software fully compatible with an AutoCAD version as approved in writing by the Department of Administrative Services. After the documents to be provided are approved by the Department of Administrative Services, and at a time specified by the Department of Administrative Services, the Engineer shall submit an electronic copy of all drawings in a format approved by DAS. Upon completion of construction of the project, the Engineer 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 Engineer at no additional cost to the State.

e. Bidding Process

In the event DAS bids the contract drawings and specifications, the Engineer shall, as part of the design services to be rendered for his/her/its established fee, include as much of his/her/its professional services as the State deems necessary for the well-being of the project and the efficient prosecution of the bidding process.

2. CONSTRUCTION ADMINISTRATION SERVICES.

The Engineer shall perform construction administration services during construction as necessary. Such services shall, as part of the services to be rendered for the Engineer's established fee, include as much of the Engineer's professional services and the services of the Engineer's consultants as the State deems necessary for the well-being of the project and efficient prosecution of the construction work, but shall not include the Engineer's undertaking continuous on-site observation of the work. If the Engineer fails to perform such duties in a conscientious and reasonable manner, the State may exercise its right to terminate this contract as hereinafter provided in Section T.

Additionally, it is understood and agreed to by the Engineer and the State that the duties of the Engineer shall include, but not be limited to, the following services:

- a. observe the progress of construction in order to determine whether there appear to be any defects or deficiencies in the construction work or deviations from the drawings and specifications, including variations from the materials specified and the methods of construction authorized. The Engineer shall not be required to guarantee the performance of the general contractor or her/his/its subcontractors;
- b. attend job meetings, as required, at which the Engineer shall, on the basis of the Engineer's visitations to the site and observations thereon, report on the progress of the work and make recommendations concerning the same;
- c. submit to DAS on the fifteenth and last days of each month, in such form as directed by the State, observation-based reports regarding the progress of the work;
- d. review submittals and furnish recommendations to the State concerning material and equipment, and review and report on the general contractor's proposals in connection with changes in the construction contract. These services are to be performed within five (5) calendar days of receipt of such proposals so as not to delay the work;
- e. review partial payment requisitions submitted by the general contractor within three (3) working days of the receipt of such submittals;
- f. review and comment on shop drawings submitted to her/him/it for review. This service is to be performed within five (5) working days of the receipt of such submittals unless DAS assents to written notification of why this cannot be accomplished;
- g. within thirty (30) calendar days after receipt, record on the original final tracings and CAD disks returned to her/him/its after the construction contract award all changes made during the period of construction as furnished and recorded by the general contractor, and, at her/his/its expense, provide reproducible mylars and updated CAD disks to the State that reflect such changes. The mylars and CAD disks shall become the property of the State;
- h. fully cooperate with DAS during the progress of the work.

In the event that the time period of the construction contract is exceeded by more than 10% due to no fault of the Engineer, the Engineer shall be paid for any additional services required beyond the 10% construction contract time overrun a reasonable fee to be determined by the Commissioner of DAS, hereinafter called the "Commissioner." The question of fault or no fault on the part of the Engineer shall be determined by the Commissioner.

3. In accordance with State requirements, the Engineer shall perform construction administration on construction projects designed by DAS or other consultants employed by the State.
4. The Engineer shall review drawings and specifications prepared by other consultants employed by the State. Such reviews shall be conducted in accordance with State requirements.
5. The Engineer shall provide the engineering services that might become necessary to supplement the work of DAS personnel.
6. The Engineer shall notify DAS in writing of any materials encountered on any assignments that appear to be asbestos or appear to contain asbestos. It is understood that the Engineer is not an asbestos specialist and that the Engineer's responsibility shall not extend beyond attempting to identify those materials present that may be asbestos or may contain asbestos, and informing DAS when such materials are noted. In those cases where asbestos or asbestos-containing materials are present but are not detected by the Engineer, the Engineer will not be held liable. All work involving the location, encapsulation, removal, disposal, etc., of asbestos or asbestos-containing material will be performed by asbestos abatement and air and/or bulk sampling specialists hired by the State.

The above notwithstanding, should the project assigned involve roofing systems and should the location, encapsulation, removal, disposal, etc., of asbestos or asbestos-containing materials in such roofing systems be part of the scope of work agreed to by the State and the Engineer, then the Engineer shall provide such services. The conditions of provision of such services shall be as set forth in the task letter prepared for the project, as hereinafter provided in Section C, and the Engineer shall proceed with the asbestos-related work according to guidelines provided by DAS before commencement of the work.

~~7. THRESHOLD ENGINEERING SERVICES.~~

~~For a proposed structure or addition thereto which exceeds the threshold limit as provided in Section 29-276b of the Connecticut General Statutes, as revised, the Engineer shall perform the following services when directed in writing:~~

~~a. DESIGN PLAN PHASE~~

- ~~1. Review the plans, specifications, and structural computations of the structure or addition to be constructed to determine their compliance with the requirements of the State Building Code to the extent necessary to assure the stability and integrity of the primary structural support systems of such structure or addition;~~
- ~~2. Contact the engineer of record to resolve any disagreements in design;~~
- ~~3. Submit a written summary to the Department of Administrative Services. This summary shall document the items reviewed and state a conclusion as to whether the stability and integrity of the primary structural support systems are in conformance with the requirements of the State Building Code. The summary report shall be affixed with the seal of a professional engineer (structural) licensed in the State of Connecticut.~~

~~b. CONSTRUCTION PHASE~~

~~Review modifications of approved structural plans and design specifications and applicable shop drawings necessary to determine compliance with the requirements of the State Building Code to the extent necessary to assure the stability and integrity of the primary structural support systems.~~

~~e. SUBMISSIONS~~

~~Submit the following:~~

- ~~1. First Submittal~~

~~The first submittal shall consist of a written report noting initial structural review comments on all plans, specifications, and structural computations.~~

~~2. Second Submittal~~

~~The second submittal shall consist of a written report documenting the items reviewed and stating a conclusion as to whether the stability and integrity of the primary structural support systems are in conformance with the requirements of the State Building Code. The report shall be affixed with the seal of the professional engineer (structural) licensed in the State of Connecticut.~~

~~The second submittal shall also consist of a letter addressed to the State Building Inspector, including a summary statement indicating which structural aspects were reviewed and stating that the subject project is in compliance with the State Building Code.~~

~~3. Third Submittal~~

~~The third submittal shall consist of a written report documenting approved structural modifications to the plans and specifications during the construction phase of the project and stating a conclusion as to whether the stability and integrity of the primary structural support systems are in conformance with the requirements of the State Building Code.~~

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~~8. QUALIFICATIONS OF THE ENGINEER FOR THRESHOLD LIMIT REVIEW AND STRUCTURAL ENGINEERING ASSIGNMENTS.~~

~~The Engineer acknowledges that it is a structural engineer, is currently registered in the State of Connecticut as a professional engineer, and has design experience of similar structures or additions to those being reviewed.~~

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- C. The services specified in Section B shall be performed in accordance with the provisions noted in each task letter prepared by DAS for each project. Each task letter shall detail the scope of the project and shall specify the total "fixed fee" compensation, when applicable, for the aforesaid services. The compensation shall be a reasonable amount determined by the Commissioner. Such letters shall be issued during the time period of this contract set forth in Section D and shall specify a time frame for completion of each project. Each task letter shall reference both a DAS project number and a task number specific to the project. No work shall be performed until the Engineer receives the approved task letter.
- D. This contract shall commence with the date this contract was entered into and shall expire on **March 1, 2024**. No new projects may be assigned on or after the expiration date, but all projects assigned prior to the expiration date will be allowed to continue to completion with all the terms and conditions of this contract herein set forth remaining in full force and effect. The term of this contract may be extended in writing by the Commissioner.
- E. The maximum total cumulative fee allowed the Engineer under this contract shall not exceed **Three Hundred Thousand Dollars (\$300,000.00)**. The Engineer shall be entitled to a payment of **Ten Dollars (\$10.00)** at the termination of this contract if at such time the Engineer has not received any fee under this contract.
- F. When approximately 75% of the fee set forth in Section E has been expended, the Engineer shall notify the DAS A/E Contracts Administrator in writing of the amount of work completed to that date under this contract. Said notification shall include an itemization of all fees that have been paid to the Engineer pursuant to the work.
- G. If for reasons of incomplete scope, complexity, etc., a fixed fee cannot be determined by the Commissioner, the State shall compensate the Engineer for services rendered under this contract on the basis of pre-approved hourly rates for the personnel assigned to perform the services. The hourly rates are stated in Exhibit A, which is attached hereto and made a part hereof. Notwithstanding the preceding sentence, a pre-approved hourly rate shall not exceed a reasonable rate, as determined by the Commissioner, taking into consideration the skills and experience of the person providing the services. Hourly rate payments shall be made in accordance with the terms and conditions of each task letter. Monthly requests for payment shall be submitted on properly prepared invoice forms with attachments showing actual hours worked, pre-approved hourly rates applied, and any allowable additional direct costs included in the statement. The Engineer shall certify that each amount invoiced is both accurate and commensurate with the work performed for the State under this contract. The State reserves the right to periodically audit the Engineer's financial records. It is specifically understood that these pre-approved hourly rate payments shall only apply for the period of time that the person is actually employed on projects assigned under this contract.

- H.** The Engineer shall not be reimbursed for per diem expenses or travel expenses.
- I.** Should the Engineer require the services of registered consultants at any time during the duration of this contract, their names and qualifications shall be submitted to the State for approval. Such consultants shall provide evidence of their competence by affixing their seals on any drawings or specifications prepared by them or under their supervision. The Engineer shall not receive any additional payment from the State in regard to such consultants unless their services relate to hourly-rate assigned work of the Engineer. In such event, the State shall reimburse the Engineer for the cost of such services and in addition shall also pay the Engineer ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.
- J.** Should it be necessary for the Engineer to engage the services of a test boring firm for the purposes of this contract, the State shall reimburse the Engineer for the cost of such services and in addition shall also pay the Engineer ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.
- K.** If, in the opinion of the State, any special technical service is required which is not usually furnished in engineering practice and which is not included in this contract, either expressed or implied by the nature of the work, then the State shall, in writing, authorize the service and the related cost. The Engineer's selection of the consultant retained in connection therewith is to be submitted for approval.

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

- L.** Should the Engineer personally wish to perform special services as described in Sections J and K, the Engineer shall submit to the State a written quotation of the cost of so performing such services. The quotation shall not include, nor shall the Engineer be paid for, an additional percentage of the cost for overhead and profit. In addition, the Engineer 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 Engineer to perform the work with the Engineer's own forces based on the Engineer's quotation, and shall notify the Engineer accordingly.
- M.** If at any time during the term of any project assigned under this contract the State should require the Engineer to make any substantial change in the size or scope of the work or require any substantial change in plan, design, or specification which shall necessitate the preparation by the Engineer 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 Engineer 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. If the State should require any such substantial changes and if these should result in a change in the amount of the total construction budget for the project, said amount shall be considered changed to an amount determined by the Commissioner.

The above notwithstanding, should it be necessary for the Engineer 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, the Engineer 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 Engineer to reduce the scope of services originally agreed upon for any project assigned under this contract, the Engineer shall then reduce said scope of services, as requested, and the Engineer's fee for such project shall be reduced by a fair and equitable amount determined by the Commissioner.

- N.** 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 Engineer. Such consent will not be withheld provided the State agrees that upon any alterations of the Engineer's documents by others, or upon reuse of the documents for any other project, the Engineer 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.

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

P. INDEMNIFICATION.

The Engineer 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 Engineer or Engineer 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 Engineer's or Engineer Parties' negligence. The Engineer's obligations under this section to indemnify and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Engineer'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.

For purposes of this section, the term "Claim" is defined as follows: "All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum."

Q. ANTITRUST PROVISION.

The Engineer hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that the Engineer now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statutes §35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

For purposes of this section, the term "Claim" is defined as follows: "All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum."

R. INSURANCE.

The Engineer 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 Engineer must obtain statutory workers' compensation and employers' liability insurance, comprehensive automobile liability insurance, commercial general liability insurance, and professional services liability insurance to not less than the minimum limits as required in this section, all at no cost to the State.

1. Statutory Workers' Compensation and Employers' Liability:
 - a. Workers' Compensation: Statutory limits
 - b. Employers' Liability:

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

	\$1,000,000 each occurrence
	\$2,000,000 annual aggregate
3. Comprehensive Automobile Liability
(to include owned, non-owned, and hired vehicles)
Combined single limit: \$1,000,000 each occurrence
4. Professional Services Liability Insurance: The Engineer shall furnish evidence by way of a certificate of insurance that 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 Engineer 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 and for eight years after substantial completion of the project. For policies written on a "Claims Made" basis, the Engineer agrees to maintain a retroactive date prior to or equal to the effective date of the contract. The Engineer shall contractually require any structural engineering firm it hires to maintain professional liability insurance in the same amount and with the same provisions indicated above. The Engineer's 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 Engineer 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 DAS 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 DAS. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance. Such insurance policies shall name the State as an additional insured, except that the State shall not be named as an additional insured with respect to the coverage for the statutory workers' compensation, automobile liability, and employers' liability insurance and to the coverage for professional liability insurance. Certificates of insurance showing such coverages as required in this section shall be filed with the DAS prior to the time this contract is executed on behalf of the State.

S. SUSPENSION OF THE WORK.

1. The State, at any time, may suspend all or any part of the services of the Engineer. In such event, the Engineer shall be given notice of such suspension in writing by registered or certified mail to the Engineer's address as furnished to the State for purposes of receiving notices under this contract, by email to the Engineer's email address as furnished to the State for the purpose of notices, by facsimile transmission telecopy (fax) to the Engineer's fax number as furnished to the State for the purpose of notices, or by hand delivery.
2. Upon receipt of such notice, the Engineer shall immediately discontinue all services affected (unless the notice directs otherwise). The mailing, email, fax or hand delivery of such notice shall preclude any claim on the part of the Engineer as to failure to receive notice of such suspension.
3. In the event of suspension by the State as noted above, the Engineer shall be entitled to such compensation as the Commissioner shall deem reasonable.
4. 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 Engineer 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 Engineer and the State may renegotiate the fees for the work based on current conditions or either may unilaterally elect to terminate the remaining work.
5. 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.
6. If the Engineer 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.
7. The rights and remedies of the parties provided in this section are in addition to any other rights and remedies provided by law or under this contract.

T. TERMINATION OF CONTRACT.

1. Notwithstanding any provisions or language in this contract to the contrary, the Commissioner may terminate the contract whenever he/she determines in his/her sole discretion that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Engineer of a written notice of termination. The notice of termination shall be sent by registered or certified mail to the Engineer's address as furnished to the State for purposes of receiving notices under this contract, by email to the

Engineer's email address as furnished to the State for the purpose of notices, by facsimile transmission telecopy (fax) to the Engineer's fax number as furnished to the State for the purpose of notices, or by hand delivery. Upon receipt of such notice, the Engineer 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 Engineer in performing her/his/its duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State. The mailing, email, fax, or hand delivery of such notice shall preclude any claim on the part of the Engineer as to failure to receive notice of such termination.

2. If the termination is for the convenience of the State, the Engineer shall be entitled to receive reasonable compensation for services already satisfactorily performed and accepted, but no amount shall be allowed for anticipated profit on unperformed services. The Commissioner shall determine the amount of such compensation.
 3. If the termination is for reason of failure of the Engineer to fulfill her/his/its contract obligations, the State may take over the work and prosecute the same to completion by contract or otherwise. In such event, the Engineer shall be liable to the State for any additional costs occasioned to the State thereby.
 4. If after notice of termination for failure of the Engineer to fulfill her/his/its contract obligations it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the State. In such event, the Engineer shall be entitled to reasonable compensation as provided in Paragraph 2 of this section.
 5. The rights and remedies of the parties provided in this section are in addition to any other rights and remedies provided by law or under this contract.
- U. If the Engineer is a sole proprietor and the Engineer should die during the term of this contract, this contract shall be considered terminated. In the event of such termination, the Engineer'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.

V. CONFIDENTIALITY OF DOCUMENTS.

1. The Engineer agrees on behalf of the Engineer and the Engineer'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 Engineer's work and duties under this contract. This limitation on use applies to those items produced by the Engineer, as well as to those items received by the Engineer from the Department of Administrative Services or others in connection with the Engineer's work and duties under this contract.
2. The Engineer 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 Administrative Services.
3. The Engineer 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 Administrative Services. When any such drawings, specifications, maps, reports, records or other documents are no longer needed, they shall be destroyed.

W. NON-DISCRIMINATION. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Engineer.

A. Non-Discrimination

(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, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. §1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

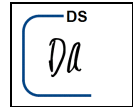
- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of 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.

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



X. 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 Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services. If Executive Order 14 is applicable, it is deemed to be incorporated into and made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.

Y. This contract is subject to the provisions of the Department of Administrative Services' Anti-Harassment Policy ("Policy") and, as such, the contract may be cancelled, terminated, or suspended by the State in the event that the contractor, its employees, contractors, subcontractors, consultants, subconsultants, or vendors engage in behavior prohibited by the provisions of the Policy (a copy of the Policy is available on the DAS website). 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.

Z. SUMMARY OF STATE ETHICS LAWS.

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

AA. 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 Engineer takes or threatens to take any personnel action against any employee of the Engineer 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 Engineer 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 Engineer.

BB. ANNUAL CERTIFICATION.

If the aggregate value of this contract is \$50,000.00 or more, including all amendments and/or commission letters, then the Engineer 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 DAS Office of Legal Affairs, Policy and Procurement that it has been uploaded. Said certification shall be uploaded on the Department of Administrative Services website. For the purposes of this section, the execution date of the contract shall be the date the Commissioner of DAS signs the contract.

CC. 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 Engineer 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.

DD. APPROVAL OF THE STATE PROPERTIES REVIEW BOARD.

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

EE. CAMPAIGN CONTRIBUTION RESTRICTION.

For all State contracts, defined in Section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising State contractors of State campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

FF. 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.

GG. 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.

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

- (a) All services performed by and material supplied by the Engineer under this contract shall be subject to the inspection and approval of the State at all times, and Engineer shall furnish all information concerning such material and services as may be requested by the State.
- (b) The Engineer 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, Engineer's, and, in the case of each subcontract, the applicable subcontractor's, performance hereunder. The Engineer 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 Engineer'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 Engineer agrees to make all of its Records available for inspection and/or examination, and 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 Engineer'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 Engineer at least twenty-four (24) hours notice of any intended inspections or examinations.
- (d) At the State's request, the Engineer shall provide the State with hard copies of or electronic media containing any data or information in the possession or control of the Engineer which pertains to the State's business or this contract.
- (e) The Engineer 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 Engineer 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 Engineer shall incorporate the provisions of this Section, including this subsection (h), verbatim into any contract or other agreement it enters into with any subcontractor under this contract.

II. 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.

JJ. ACCESS TO CONTRACT AND STATE DATA.

The Contractor shall provide to the Client Agency access to any data, as defined in Conn. Gen. Stat. Sec. 4e-1, concerning the Contract and the Client Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Client Agency in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

KK. LARGE STATE CONTRACT REPRESENTATION FOR CONTRACTOR.

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

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

LL. LARGE STATE CONTRACT REPRESENTATION FOR OFFICIAL OR EMPLOYEE OF STATE AGENCY.

Pursuant to Section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz' Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

MM. IRAN ENERGY INVESTMENT CERTIFICATION.

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

(b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section, the Contractor shall not be subject to the penalties of false statement pursuant to Section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

NN. CONSULTING AGREEMENTS REPRESENTATION.

Pursuant to Section 4a-81 of the Connecticut General Statutes, the Contractor represents that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting Agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting Agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of Section 4a-81 of the Connecticut General Statutes.

IN WITNESS WHEREOF, the State, acting herein by its Commissioner of the Department of Administrative Services, or his/her designee, duly authorized, and the Engineer have executed this contract.

State of Connecticut

GreenerU, Inc.

DocuSigned by:
Kevin Kopetz
30732DACD93E4D2...
Kevin Kopetz
Director, Office of Legal Affairs, Policy and Procurement
Department of Administrative Services
Date signed: 1/13/2022

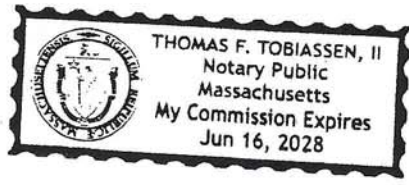
DocuSigned by:
[Signature]
By: 7F7F00B6CBF74A0...
Print name: David Adamian
Its President & CEO, Duly Authorized
Date signed: 1/13/2022

The undersigned, being the person signing the Contract, swears that the representation in the Consulting Agreements Representation provision in this Contract is true to the best of my knowledge and belief, and is subject to the penalties of false statement.

[Signature]
Signature of person signing this Contract
DAVID C. ADAMIAN
Print Name
Date: JANUARY 12, 2022

Sworn and subscribed before me on this 12 day of January, 2022

[Signature]
Commissioner of the Superior Court
or Notary Public
06/16/2028
My Commission Expires



Approved as to form:

Joseph Rubin, Digitally signed by Joseph Rubin, Asst. Dep. A.G.
Asst. Dep. A.G. Date: 2022.02.22 14:26:44 -05'00'
Attorney General

Date signed: _____

EXHIBIT A**ON-CALL CONTRACT OC-DCS-ENGY-0032****HOURLY RATE SCHEDULE**

Labor Category	Team Member	Title	Per hour
Principal in Charge	David Adamian -CEO	Project Executive	\$257.00
Project Manager	Rob Durning	Director of Operations	\$192.00
Senior Engineer/SPM	Chris Lewis	Senior Energy Engineer	\$192.00
Engineer	Nicole Luiz	Energy Engineer II	\$156.00
Senior Designer	Anthony Duarte	Lighting Designer	\$156.00
Designer			\$147.00
Field Engineer			\$147.00
CAD/BIM Operator			\$143.00

Substitution for any person named on the rate table, or any person added to the table, will require approval of DAS of both the individual's qualifications and hourly rate.

These rates will apply for the initial contract duration of approximately two years. If the contract is extended, DAS would be willing to discuss rate changes at that time.

Department of Revenue Services
 State of Connecticut
 Taxpayer Services Division
 25 Sigourney St Ste 2
 Hartford CT 06106-5032
 (Rev. 07/09)

CERT-134

Exempt Purchases by Qualifying Governmental Agencies

General Purpose: Qualifying governmental agencies must issue this certificate to retailers when purchasing tangible personal property or enumerated services. For purposes of this certificate, qualifying governmental agencies include:

- The United States and its agencies;
- The State of Connecticut or its political subdivisions or their agencies;
- Certain other entities exempt under Connecticut law; and
- Persons acting as agents for any of these entities.

A qualifying governmental agency may use this certificate to purchase any tangible personal property for resale at any one of five fundraising or social events of a day's duration during any calendar year. The event must be exempt from tax under Conn. Gen. Stat. §12-412(94). Otherwise, governmental agencies are not allowed to purchase tangible personal property for resale with this certificate. See **Special Notice 98(11)**, *Exemption From Sales and Use Taxes of Sales by Nonprofit Organizations at Fundraising or Social Events*.

Statutory Authority: Conn. Gen. Stat. §12-412(1)(A)

Instructions for the Purchaser: An authorized person acting on behalf of a qualifying governmental agency must issue and sign this certificate to advise the seller of tangible personal property or taxable services that sales and use taxes do not apply to the purchase. The purchases must be made by the qualifying governmental agency using the agency's own funds.

Purchases made by individual employees who will be reimbursed by a qualifying governmental agency **do not** qualify for exemption under any circumstances, even if the purchases are made in the employee's official capacity.

If a purchaser other than an agency of the U.S. or the State of Connecticut, not named on the reverse of this certificate, is expressly exempted from state sales and use taxes by a federal or Connecticut statute, the purchaser must identify the exempting statute on the reverse of this certificate. If a purchaser is not expressly exempted by a federal statute, but believes it is exempt by reason of federal law, it must request a letter from the Department of Revenue Services (DRS) (address above) acknowledging the exempt status and attach a copy of the letter to this certificate.

Purchases of Meals and Lodging: In general, qualifying governmental agencies may **not** use this certificate to purchase meals and lodging, but must get preapproval from DRS for these purchases, and use **CERT-112**, *Exempt Purchase of Meals and Lodging by Exempt Entities*, or **CERT-123**, *Blanket Certificate for Exempt Qualifying Purchases of Meals or Lodging by an Exempt Entity*.

However, a qualifying governmental agency may purchase meals tax exempt using this certificate, without prior approval from DRS, when it will resell the meals at one of five fundraising or social events per year exempt under Conn. Gen. Stat. §12-412(94). See **Policy Statement 2003(4)**, *Purchases of Meals or Lodging by Exempt Entities*.

Federal Government Purchases Not Requiring This Certificate: The federal government has implemented the "GSA SmartPay" program, which uses four categories of cards: Fleet, Purchase, Travel, and Integrated Cards. Federal employees may purchase tangible personal property and services, including meals and lodging, tax exempt when using GSA SmartPay cards, if the purchases are billed to and paid by the federal government. U.S. government agencies making tax-exempt purchases using GSA SmartPay cards are not required to use any DRS certificates or to get preapproval for purchases. Some GSA SmartPay purchases **do not** qualify for exemption. See **Policy Statement 2009(2)**, *Retailer's Acceptance of U.S. Government "GSA SmartPay 2" Charge Cards for Exempt Purchases*.

Instructions for Agents Making Purchases for Qualifying Governmental Agencies: A person acting as the agent of a qualifying governmental agency making purchases of tangible personal property or enumerated services must issue this certificate to notify the seller sales and use taxes do not apply to the charges for the purchases.

The agent must:

- Complete and sign this certificate **as the purchaser**;
- Attach a copy of the document from the qualifying governmental agency that expressly designates the person as the agent for purchasing the types of goods or services being purchased; and
- Claim an exemption only on purchases of goods or services used exclusively by the qualifying governmental agency.

Keep a copy of this certificate, the documents attached, and records that substantiate the information entered on this certificate for at least six years from the date this certificate is issued.

Instructions for the Seller: Acceptance of this certificate, when properly completed and accompanied by any other required documents, relieves the seller from the burden of proving the sale and the storage, use, or consumption of the tangible personal property or taxable services are not subject to sales and use taxes. This certificate is valid only if taken in good faith from a person who is authorized to furnish it to the seller on behalf of a qualifying governmental agency. The good faith of the seller will be questioned if the seller has knowledge of facts that give rise to a reasonable inference the purchaser is not a qualifying governmental agency or an agent of a qualifying governmental agency or the items purchased will not be used exclusively by or on behalf of the qualifying governmental agency.

Keep this certificate, the documents attached, and bills or invoices to the purchaser for at least six years from the date the items or services were purchased. The bills, invoices, or records covering the purchase made under this certificate must be marked "Exempt Under CERT-134" to indicate an exempt purchase has occurred.

This certificate may be used for a single exempt purchase, in which case the box marked "Certificate for One Purchase Only" must be checked. This certificate may also be used for a continuing line of exempt purchases, in which case the box marked "Blanket Certificate" must be checked. It remains in effect for three years unless the purchaser revokes it in writing before the three-year period expires. CERT-134 may not be used as a blanket certificate for purchases of tangible personal property for resale at any one of five fundraising or social events per calendar year exempt under Conn. Gen. Stat. §12-412(94).

A qualifying governmental agency must pay for its exempt purchases with a check drawn on its own account or with a credit card issued in its own name (and not in the name of any of its members or officers). An exempt purchase of \$10 or less may be made using cash, as long as the purchase is made with the qualifying governmental agency's own funds, except a blanket certificate may not be used for cash purchases.

For More Information: Call Taxpayer Services at **1-800-382-9463** (Connecticut calls outside the Greater Hartford calling area only) or **860-297-5962** (from anywhere). **TTY, TDD, and Text Telephone users** only may transmit inquiries 24 hours a day by calling **860-297-4911**. Visit the DRS website at **www.ct.gov/DRS** to preview and download forms and publications.

Purchaser is:

- United States _____ State of Connecticut 06-6000798 DAS23000
 Name of agency Name of agency (List exemption number, if any.)
- Federal credit union _____ Connecticut municipality _____
 Name of credit union Town or district and agency
- Other entity exempted by Connecticut law _____
 Name of entity Exempting Connecticut statute
- Other entity exempted by federal law _____
 Name of entity Exempting federal statute
 or check box if acknowledgment letter from DRS is attached.

 Connecticut Development Authority Agent of a qualifying governmental agency listed above (Attach documentation of appointment as agent.)

Name of agent: _____

Agent's CT Tax Registration Number: _____ Agent's Federal Employer ID Number: _____

Name of qualifying governmental agency: _____

Appointed agent for making the following types of purchases: _____

Address of purchaser: _____

Name of seller GreenerU, Inc.	Address 307 Waverley Oaks Road, Suite 202, Waltham, MA 02452	CT Tax Registration Number (If none, explain.) _____
		Federal Employer ID Number _____

Check one box:

- Blanket certificate (CERT-134 may not be used as a blanket certificate for purchases of tangible personal property for resale at any one of five fundraising or social events per calendar year exempt under Conn. Gen. Stat. §12-412(94). See below.)
- Certificate for one purchase only
- Purchases that qualify for exemption under Conn. Gen. Stat. §12-412(94). Indicate the number of prior fundraising or social events during this calendar year for which you claimed exemption under Conn. Gen. Stat. §12-412(94): _____

Check the appropriate box(es) and provide a written description of each item purchased:

- Tangible personal property Taxable services

Description:

Provide On-Call Energy Consulting Support Services under DAS Contract No. OC-DCS-ENGY-0032**Declaration by Purchaser**

The item(s) described above are tangible personal property or services being purchased under the exemption provided in Conn. Gen. Stat. §12-412(1)(A) or other applicable statute. The purchase of these items is exempt from sales and use taxes.

I declare under penalty of law that I have examined this certificate (including any accompanying schedules and statements) and, to the best of my knowledge and belief, it is true, complete, and correct. I understand the penalty for willfully delivering a false return to DRS is a fine of not more than \$5,000 or imprisonment for not more than five years, or both.

State of Connecticut, Department of Administrative Services, 450 Columbus Boulevard, Hartford, CT 06103

By: Kevin Kopetz Director, Office of Legal Affairs, Policy and Procurement 1/13/2022
 Signature of authorized person Title Date

If the purchaser is an entity exempted under Connecticut law other than Conn. Gen. Stat. §12-412(1)(A), I have entered the citation of the exempting law above. If the purchaser is an entity exempted under federal law, I have entered the citation of the exempting law above, or, if there is no specific statutory authority, I have attached a copy of the letter from DRS acknowledging the exempt status.

If the purchaser is an agent of a qualifying governmental agency, I have attached a copy of the document from the qualifying governmental agency expressly designating the purchaser as agent.



DEPARTMENT OF ADMINISTRATIVE SERVICES

February 24, 2022

Engineer's On-Call Contract for Energy Consulting Services
Contract Number: OC-DCS-ENGY-0032

Mr. David Adamian
GreenerU, Inc.
307 Waverley Oaks Road, Suite 202
Waltham, MA 02452

Dear Mr. Adamian:

Your *Engineer's On-Call Contract for Energy Consulting Services* dated **January 13, 2022**, has been fully executed and approved by all concerned parties. We are forwarding herewith a copy of this contract.

Enclosed is the Department of Revenue Services' CERT-134. This certificate should be referenced when indicating that the Connecticut Sales and Use Tax does not apply to the subject project.

All invoices must be directed to the DAS Project Manager assigned to the project. Please submit invoices on your letterhead that include the following information:

- Vendor's name and remittance address, Vendor's FEIN or SSN
- Invoice date, Contract/Project name and number
- Section(s) of the contract to which the bill relates and the amount billed

If you should have any questions in regard to the above, please contact **Craig Russell, Director, Construction Support Services**, at Craig.Russell@ct.gov .

Sincerely,

Cathy Phelps

Cathy Phelps
Legal Services Unit

Enclosures: Contract: **OC-DCS-ENGY-0032**
CERT-134

cc: State Properties Review Board w/contract
DAS Office of Legal Affairs, Policy and Procurement, w/contract
David Barkin, Chief Architect, w/contract
Craig Russell, Director, Construction Support Services, w/contract
Glenn Knapsack, DAS Project Accounting w/contract
Randy Daigle, DAS Process Management, w/contract

Affirmative Action/Equal Opportunity Employer

OFFICE OF LEGAL AFFAIRS, POLICY AND PROCUREMENT
450 Columbus Boulevard, Suite 1307, Hartford, CT 06103