



NEW HAVEN PUBLIC SCHOOLS

COVER SHEET

Contractor Full Name:		New England Yankee Construction
Doing Business As, if applicable:		
Business Address:		34 High Street West Haven Ct 06516
Business Phone:		203-284-9972
Business email:		dbouffard@neycllc.com
Principal or Supervisor:		Tom Lamb

Agreement Effective Dates:	11/16/22	to	6/30/23
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Total amount:		\$4,875.00
Funding Source(s) & Acct # including location code:		3C22-2261-58101-0470

Description of Service:

Please provide a one or two sentence description of the service.

Removal of mold impacted sheetrock from lower section of the wall at Edgewood school
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Submitted by: Rebecca Hunt



NEW HAVEN PUBLIC SCHOOLS

Operations Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Rebecca Hunt
Date: 11/7/2022
Re: F&O Agenda Item/For Approval
Requisition for removal of mold at Edgewood school

Please answer all questions and have someone **ready to discuss** the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education.

Contractor Name: New England Yankee Construction LLC

Contractor Address: 34 High Street West Haven Ct 06516

Is the contractor a Minority or Women Owned Small Business?

Renewal or Award of Contract/Agreement? Requisition

Total Amount of Contract/Agreement and the Hourly or Service Rate: \$4,875.00

Contract or Agreement #: State Contract 20PSX0154

Funding Source & Account #: 2022-2023 Capital Projects 3C22-2261-58101-0470

Key Questions:

1. What specific service will the contractor provide: Removal of mold
2. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection: State Contract # 20PSX0154
3. If the vendor is not the lowest bidder or a State contract please answer the following: State Contract
 - a. Please explain why the vendor was chosen? N/A
 - b. Who were the members of the selection committee? N/A
4. If this is a renewal with a current vendor, has the vendor's performance been satisfactory under the existing contract or agreement? N/A
5. If this Contract/Agreement is a Renewal has cost increased? If yes, by how much? N/A



NEW HAVEN PUBLIC SCHOOLS

Operations Memorandum

6. If this Contractor is New has cost for service increased from previous years? If yes, by how much?
Specific service.
7. Is this a service existing staff could provide? Why or why not? Scope, volume and timeline of project exceeds the ability and current staffing levels. No



Contract Number: 20PSX0154

**Demolition, Rehabilitation, Abatement and Removal of Asbestos, PCB's, Lead, Mold, Pathogens and Materials
or Substances that may be defined as Hazardous to Human Health.**

State of Connecticut

AND

**New England Yankee
Construction, LLC**

Introduction

This contract (the "Contract") is between is made by and between New England Yankee Construction, LLC. (the "Contractor") and the State of Connecticut, acting by its Department of Administrative Services ("DAS") in accordance with Sections 4a-2, 4a-51 and 4d-2 of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Contractor and the State agree as follows:

1. Definitions

The following definitions apply in this Contract, except to the extent modified in Exhibit A, in which case Exhibit A controls.

a. Reserved

Definition reserved

b. Reserved

Definition reserved

c. Reserved

Definition reserved

d. Reserved

Definition reserved

e. Reserved

Definition reserved

f. Business Day

A day of the week recognized by the Client Agency as a work day, exclusive of Saturdays, Sundays and any State or federal holiday.

g. Claims

All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any form.

h. Client Agency

Any department, commission, board, bureau, agency, institution, public authority, office,

council, association, instrumentality or political subdivision of the State of Connecticut, non-profit organization organized in this State and any entity identified in Conn. Gen. Stat. Sec. 4a-54, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms of this Contract.

i. Reserved

Definition Reserved

j. Confidential Information

Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number and residential address, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

k. Confidential Information Breach

Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Client Agency, the Contractor, or State.

l. Reserved

Definition reserved

m. Contractor Parties

A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.

n. Corrective Action Plan, or CAP

A detailed written plan produced by the Contractor at the request of the Client Agency to correct or resolve a Breach identified by the Client Agency in accordance with Section 32the Breach Section in this Contract.

o. Deliverable

Each (1) Good or Service; and (2) warranty of a Deliverable(s) that is listed in the Pricing Schedule or provided by Contractor as an element of Contractor's overall approach and solution to the requirements of this Contract. Any one of them or a combination of any of them may be developed or produced by Contractor or by a third party as a supplier or subcontractor to Contractor.

p. Deliverables Documents

Exhibits A And Attachments A1 through A6, which sets forth and describes the Deliverables that are to be provided or made available to the State under this Contract or in a Statement of Work, as applicable, and the specific requirements and terms applicable to those Deliverables.

q. Reserved

Definition reserved

r. Reserved

Definition reserved

s. Reserved

Definition reserved

t. Force Majeure Event

Strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war, acts of terrorism, failure of or inadequate permanent power, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

u. Goods

All things which are movable, including, but not limited to, supplies, materials, equipment, hardware, software, specially manufactured things, a component incorporated into another thing and things that are attached to real property and that may be severed from the real property without material harm to the things.

v. Goods or Services

Goods, Services or both, as specified in the Solicitation and set forth in Exhibit A.

w. Reserved

Definition reserved

x. Reserved

Definition reserved

y. Reserved

Definition reserved

z. Reserved

Definition reserved

aa. Reserved

Definition reserved

bb. Reserved

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Definition reserved

ii. Perform

All acts and things of the Contractor and Contractor Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Contract fully, including the Deliverables and all other Contract obligations. The word "Perform" includes all parts of speech.

jj. Reserved

Definition Reserved

kk. Price Schedule

Exhibit B to this Contract which when read in conjunction with Exhibit A and Attachments A1 through D7, Deliverables Document, lists the Deliverables available under this Contract and establishes the components, unit pricing and price schedules for each Deliverable.

ll. Reserved

Definition reserved

mm. Reserved

Definition reserved

nn. Purchase Order

A written or electronic document that the Client Agency issues for one or more Deliverables in accordance with the terms of this Contract.

oo. Records

All working papers and such other information and materials furnished or prepared by the Contractor in Performing this Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

pp. Reserved

Definition reserved

qq. Reserved

Definition reserved

rr. Services

The labor or work, necessary or appropriate for the Contractor to Perform.

ss. Reserved

Definition reserved

tt. Site

Location(s) specified by the Client Agency where Deliverables are to be installed, Services rendered, or materials furnished.

uu. Solicitation

A State request, in whatever form issued, inviting bids, proposals or quotes for Deliverables, typified by, but not limited to, an invitation to bid, request for proposals, requests for information or request for quotes. The Solicitation and this Contract shall be governed by the statutes, regulations and procedures of DAS., The Solicitation is incorporated into and made a part of the Contract as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposals is not incorporated into this Contract in its entirety, but, rather, it is incorporated into this Contract only to the extent specifically stated in Exhibit A.

vv. Solicitation Response

A submittal in response to a Solicitation.

ww. Reserved

Definition reserved

xx. Specifications

Contractor's published technical and non-technical detailed descriptions of each Deliverable's capabilities, or intended use or both, as more fully set forth in this Contract or a Statement of Work, as applicable.

yy. Reserved

Definition reserved

zz. State

The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.

aaa. Statement of Work (SOW)

An executed writing by the parties pursuant to this Contract that expressly requests the delivery of Goods, Services and Deliverables. Such SOW shall be issued in connection with a Purchase Order for such Deliverable(s) and the Purchase Order shall set forth all work and

payment requirements for Contractor's Performance in connection with said Purchase Order.

bbb. Reserved

Definition reserved

ccc. Term

The original term of this Contract plus any extensions exercised under this Contract.

ddd. Termination

An end to this Contract prior to the end of its Term.

eee. Reserved

Definition reserved

fff. Reserved

Definition reserved

ggg. Reserved

Definition reserved

hhh. Reserved

Definition reserved

iii. Reserved

Definition reserved

jjj. Reserved

Definition reserved

kkk. Reserved

Definition reserved

III. Reserved

Definition reserved

2. Term of Contract; Contract Extensions

This Contract will be in effect from July 26, 2021 through July 30, 2026 (the "Effective Date"). The parties, by mutual agreement, may extend this Contract for additional terms beyond the Term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the Term, but only in accordance with the section in this Contract concerning Contract amendments.

3. Description of Deliverables

The Contractor shall Perform as set forth in Exhibit A and Attachments A1 through A6.

4. Price Schedule, Payment Terms and Billing, and Price Adjustments

a. Price Schedule:

Price Schedule under this Contract is set forth in Exhibit B.

b. Payment Terms and Billing:

1. Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in this Contract, payment for all accepted Goods or Services shall be due within forty five (45) days after acceptance of the Goods or Services, or twenty-five (25) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.
2. The State shall make all payments to the Contractor through electronic funds transfer via the Automated Clearing House ("ACH"). Contractor shall enroll in ACH through the Office of the State Comptroller prior to sending any invoice to the State. The Contractor may obtain detailed information regarding ACH at: <http://www.osc.ct.gov/vendor/directdeposit.html>.
3. Notwithstanding any language regarding Contractor price increases herein, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur during the Term of this Contract as mandated by State law and in accordance with the terms of this Section. Contractor shall provide documentation, in the form of certified payroll or other documentation acceptable to the State substantiating the amount of any increase in Contractor labor costs as a result of changes to the minimum wage rate within ninety (90) days of the statutorily identified effective date of any increase in the minimum wage. Upon receipt, and verification of Contractor documentation, DAS shall adjust the Price Schedule accordingly through a supplement to this Contract.

c. Price Adjustments

1. Labor Pricing shall remain firm for the duration of this Contract.
2. Prices for Materials and Equipment listed in Exhibit B shall remain unchanged for twelve (12) months following the Effective Date of this Contract. The Client Agency and or the Contractor shall have the right to request a price adjustment only during the thirty (30) days immediately preceding the annual anniversary dates of the Effective Date of this Contract during the Term of this Contract. During this thirty (30) day period, the Contractor may submit a request in writing to DAS for a price adjustment that is consistent with and relative to price changes originating with and compelled by manufacturer and/or market trends and which changes are outside of the Contractor's control. The Contractor must fully document its request, attaching to the request, without limitation, such manufacturer and market data, as support for the requested adjustment. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the Effective Date of this Contract. The Contractor shall submit all requests in accordance with Contract Section Notice. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. A request made to the Client Agency shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular price adjustment shall lapse upon the expiration of the applicable thirty (30) days. If the Contractor fails to make a timely request, then the price shall remain unchanged from the previous year and shall continue through the next succeeding twelve (12) months and until the second annual anniversary of the Effective Date of this Contract, if approved, price adjustments shall become effective ten (10) days after the date of the approval. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the Purchase Order.

5. Prevailing Wages

Some or all of the Performance may be subject to prevailing wages. Accordingly, the following provision is included in accordance with the requirements of Conn. Gen. Stat. Sec. 31-53(a):

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of Conn. Gen. Stat. Sec. 31-53(a), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed.

Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

5. Standard Wages

Contractors shall comply with all provisions of Connecticut General Statutes 31-57f, Standard Wage Rates for Certain Service Workers and shall pay wages in accordance with the current wage rates provided by the Department of Labor. Information regarding this Statute and how and when it applies can be obtained from DOL's web site at <http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm>.

Questions concerning the provisions and implementation of this act should be referred to the

Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114 (860) 263-6790 or his designated representative. A link to the Standard Wages can be reached at: <http://www.ctdol.state.ct.us/wgwkstnd/prevailing-rates/service/rates-service.htm>

6. Reserved

Provision reserved

7. Cost Modifications

The parties may agree to a reduction in the cost of this Contract at any time during which this Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of this Contract or the reduction may take such other form as the State deems to be necessary or appropriate.

8. Order and Delivery

Contractor shall Perform in accordance with Exhibit A and at the prices set forth in Exhibit B. Except as it may otherwise be set forth in Exhibit A or Exhibit B, as applicable, the Contractor shall deliver the Goods F.O.B. wherever specified by the Client Agency in its Purchase Order or in another communication to Contractor. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, this Contract shall bind the Client Agency to order the Deliverables from the Contractor, and to pay for the accepted Deliverables in accordance with Exhibit B.

9. Purchase Orders

- a. This Contract itself is not an authorization for the Contractor to begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued Purchase Order against this Contract for Performance.
- b. The Client Agency shall issue a Purchase Order against this Contract directly to the Contractor and to no other party.
- c. All Purchase Orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase Orders issued in compliance with such requirements shall be deemed to be duly issued.
- d. A Contractor Performing without a duly issued Purchase Order in accordance with this Section does so at the Contractor's own risk.
- e. The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued Purchase Orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the Purchase Order or a copy bearing any hand-written signature or other "original" marking.

10. Delivery

- a. Delivery shall be made as ordered and in accordance with this Contract. Unless otherwise specified in this Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
- b. In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in this Contract, such extension applying only to the particular item or shipment.
- c. Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in this Contract.
- d. All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.

11. Time of the Essence

Time is of the essence with respect to all provisions of this Contract that specify a time for Performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

12. Waiver

- a. No waiver of any Breach of this Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Contract or at law or in equity.
- b. A party's failure to insist on strict performance of any provision of this Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

13. Goods: Standards and Appurtenances and Inspection

a. Standards and Appurtenances

Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in this Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under this Contract. Where this Contract does not specifically list or describe any parts or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.

b. Inspection

The Commissioner of DAS, in consultation with the Client Agency, shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the Specifications in this Contract. If any Goods fail in any way to meet the Specifications in this Contract, the Client Agency or the Commissioner of DAS may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the Specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

14. Emergency Standby for Deliverables

If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have.

Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via Purchase Order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program").

If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the Purchase Order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.

15. Reserved

Provision reserved

16. Reserved

Provision reserved

17. Reserved

Provision reserved

18. Rejected Items; Abandonment

- a. The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with the terms of this Contract, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:

1. they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
 2. there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
 3. they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
 4. if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
 5. they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- b. The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this Section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this Section.

19. Reserved

Provision reserved

20. Reserved

Provision reserved

21. Reserved

Provision reserved

22. Reserved

Provision reserved

23. Reserved

Provision reserved

24. Reserved

Provision reserved

25. Working and Labor Synergies

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

26. Background Checks

The Contractor and Contractor Parties shall submit to and incur the cost of fingerprint supported federal and state criminal history background checks as may be required by the State, the State of Connecticut Department of Emergency Services and Public Protection, or as provided for in any State document that governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

27. Reserved

Provision reserved

28. Reserved

Provision reserved

29. Contractor Guaranties and Implied Warranties

i. Contractor shall:

- a. Perform fully under this Contract;
- b. Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
- c. Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;

- d. With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
- e. Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
- f. Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

ii. Implied Warranties.

DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.

30. Representations and Warranties Regarding Motor Vehicles

If in the course of Performance or in any other way related to this Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:

- a. it is the owner of record or lessee of record of each such motor vehicle used in the Performance of this Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- b. each such motor vehicle shall be fully insured in accordance with the provisions of sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of this Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- c. each Contractor Party who uses or operates a motor vehicle at any time in the Performance of this Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- d. each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for

intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

30. Reserved

Provision reserved

31. Sales and Use Report

Contractor shall deliver a sales and use report on a quarterly basis, in form and content as pre-approved by DAS or the Client Agency. The Contractor shall deliver the report within ten (10) days following the end of each calendar quarter. The Contractor shall provide the Client Agency with any additional reports as the Client Agency may request from time to time within ten (10) days following receipt of the Client Agency's written request. Timely submission of these reports is a material requirement of this Contract. All Title and property rights and interests in and to the reports and the data in the media containing the reports at all times is and will always remain vested in the State. At no time will Contractor have Title to such reports, data or media, wherever located. Accordingly, the Client Agency shall have a perpetual, irrevocable, non-exclusive, transferable right to display, modify, copy and otherwise use the reports, data, and information provided under this Section.

32. Breach

- a. If one party (the "Non-breaching Party") determines that the other (the "Breaching Party") has failed to comply with any of the Breaching Party's corresponding Contract obligations (a "Breach"), then the "Non-Breaching Party shall provide written notice of such failure to the Breaching Party in accordance with this Contract. The Non-breaching Party must provide the Breaching Party an opportunity to remedy the Breach within thirty (30) calendar days from the date of the notice. However, if Contractor is the Breaching Party, then the Client Agency may set forth any remedy period in the notice, so long as that period is otherwise consistent with the provisions of this Contract. The period set forth in the notice is known as the "Remedy Period." The Non-breaching Party shall extend the Remedy Period if it is satisfied that the Breaching Party is making a good faith effort to remedy the Breach, but the nature of the Breach is such that it cannot be remedied within the Remedy Period.
- b. If the Client Agency determines that the Contractor has committed a Breach, then the Client Agency may require the Contractor to, and Contractor shall, prepare and submit to the Client Agency a Corrective Action Plan ("CAP") in connection with the identified Breach. Contractor shall provide in the CAP a detailed explanation of the deficiencies and other factors that contributed to the cited Breach, Contractor's assessment or diagnosis of Breach (identifying the deficiencies and factors in reasonable detail, with references to the applicable Specifications), and, a specific proposal to remedy or resolve the Breach. Contractor shall submit the CAP to the Client Agency within 10 Business Days following the Client Agency's request for the CAP for the Client Agency's

review and approval. Within 10 Business Days of receiving the CAP, the Client Agency must either approve the CAP, or, reject it by delivering to Contractor a written explanation for the rejection. If the Client Agency fails to accept or reject the CAP within the 10 Business Days, then the CAP is deemed to have been approved, without more. The Client Agency's explanation for the rejection must include suggestions for changes to the CAP and the Contractor shall address the suggestions in such a manner to make it likely that the Client Agency will approve the CAP when the Contractor re-submits it to the Client Agency for review and approval. If the Client Agency rejects a CAP, then the parties will repeat this submittal and review process until the earliest of one of the following: (1) the Client Agency accepts a CAP, (2) the Client Agency waives its right to receive a CAP, (3) Contractor remedies the Breach, (4) the Client Agency waives the Breach, or (5) the Client Agency makes a determination to Terminate this Contract. After the first rejection, each of the parties will have five 5 Business Days, instead of 10 Business Days, within which to review the CAP. Each subsequent revision and review will be for up to 3 Business Days each, instead of 10 or 5 Business Days.

- c. If the Client Agency determines that the Contractor has Breached this Contract, then the Client Agency may withhold payment in whole or in part for any amounts due pending resolution of the Performance issue, provided that the Client Agency notifies Contractor in writing prior to the date that the payment would have been due. For purposes of the Client Agency determining whether there is a Breach under this Contract, or whether any statement in the Representations and Warranties Section of this Contract is false or misleading, the parties deem the Acts of the Contractor Parties to be the Acts of the Contractor itself, as if the Contractor itself was the subject of the Acts which the Client Agency considers in determining if there was a Breach, or, an instance of false or misleading statements, or both.
- d. The written notice of the Breach may include an effective Termination date. If the identified Breach is not remedied by the stated Termination date, unless otherwise modified by the Non-breaching Party in writing before such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Termination date, then the Non-breaching Party shall provide the Breaching Party no less than twenty four (24) hours' prior written notice before terminating this Contract.
- e. Notwithstanding any provisions in this Contract, DAS may terminate this Contract with no Remedy Period for Contractor's Breach or violation of any of the representations or warranties in this Contract and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to Contractor or Contractor Parties or any third party. Termination under this Breach Section is subject to the provisions of the Termination Section of this Contract. In case of such revocation or Termination, the Client Agency will have no liability or responsibility to Contractor or Contractor Parties or any third party, or any of them, resulting from the Termination or revocation.
- f. None of the State's rights under this Breach Section diminishes the State's rights under the Termination Section of this Contract.

33. Termination

- a. Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate this Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this Section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under this Contract prior to such date.
- b. Notwithstanding any provisions in this Contract, either party, through a duly authorized employee, may, after making a written determination that the other party has Breached this Contract and has failed to remedy the Breach, Terminate this Contract in accordance with the Breach Section of this

Contract.

- c. Notices of Termination must be sent certified in accordance with the Notice Section of this Contract. Upon receiving the Termination notice from DAS, the Contractor shall immediately modify or discontinue all Performance affected in accordance with the terms of the notice, undertake all commercially reasonable efforts to mitigate any losses or damages and deliver to DAS or the Client Agency all Records (as directed in the notice). The Records are deemed to be the property of the State and the Contractor shall deliver them to DAS or the Client Agency (as directed in the notice) no later than thirty (30) days after the Termination of this Contract or fifteen (15) days after the Contractor receives a written request from DAS for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- d. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- e. The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A or a SOW, as applicable, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency will not tender to the Contractor any payments for anticipated or lost profits. Upon request by the Client Agency, the Contractor shall assign to the Client Agency, or any replacement contractor which the Client Agency designates, all subcontracts, Purchase Orders and other commitments, deliver to the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS or the Client Agency (as directed in the notice) may request.
- f. Upon Termination of this Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the Sections which survive Termination. All representations, warranties, agreements and rights of the parties under this Contract shall survive such Termination to the extent not otherwise limited in this Contract and without each one of them having to be specifically mentioned in this Contract.
- g. Termination of this Contract pursuant to this Section shall not be deemed to be a Breach of contract by DAS or the Client Agency.

34. Continued Performance

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

35. Open Market Purchases

Failure of the Contractor to Perform within the time specified in this Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as this Contract provides or allows, constitutes a Breach of this Contract and as a remedy for such Breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to

Terminate this Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate this Contract, the Client Agency will deduct such open market purchases from this Contract's quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

36. Setoff

, The State, in its sole discretion, may setoff and withhold (1) any costs or expenses, including, but not limited to, costs or expenses such as overtime, that the State incurs resulting from the Contractor's unexcused Breach under this Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts of whatever nature that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under this Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff and to withhold shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' Breach of this Contract, all of which shall survive any setoffs and withholdings by the State.

37. Cross-Default

If the Contractor or Contractor Parties Breach, default or in any way fail to Perform satisfactorily under this Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreement or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in this Contract and Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.

38. Sovereign Immunity

The parties acknowledge and agree that nothing in this 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 this Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

39. Representations and Warranties

Contractor represents and warrants to the State for itself and, as applicable, Contractor Parties that:

- a. each is a duly and validly existing under the laws of each of such entity's respective states of organization and is authorized to conduct business in the State in the manner contemplated by this Contract. Further, as appropriate, each has taken all necessary action to authorize the execution, delivery and Performance of this Contract and have the power and authority to execute, deliver and Perform its obligations under this Contract;

- b. each will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to this Contract, including, but not limited to; (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics; (2) Title 4a, Chapter 58 concerning State purchasing; and (3) Title 22a, Chapter 446c, section 22a-194a concerning the use of polystyrene foam;
- c. the execution, delivery and Performance of this Contract will not violate, be in conflict with, result in a Breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- d. each is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- e. as applicable, each has not, within the three years preceding the Effective Date of this Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against it or against any person who would Perform under this Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or Performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;
- f. each is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- g. they have notified DAS in writing whether they have had any contracts with any governmental entity Terminated for cause within the three (3) years preceding the Effective Date;
- h. none has employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure this Contract and it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract or any assignments made in accordance with the terms of this Contract;
- i. to the best of each entity's knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Contract;
- j. each shall disclose, to the best of its knowledge, to the State in writing any Claims involving it requiring disclosure on Form 8-K of the Securities Exchange Act of 1934 no later than ten (10) calendar days after becoming aware or after it should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the Section of this Contract concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;
- k. each entity's participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;

- l. the proposal submitted by Contractor in response to the Solicitation was not made in connection or concert with any other person, entity or proposer, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the proposer, submitting a proposal for the same Solicitation, and is in all respects fair and without collusion or fraud;
- m. Each is able to Perform under this Contract using their own resources or the resources of a party who has not submitted a proposal;
- n. if Contractor does not have plenary authority to make the representations and warranties in this Section, as applicable, on behalf of Contractor Parties, then Contractor shall enter into a written contract with Contractor Parties, in which contract Contractor Parties shall make all of the applicable representations and warranties in this Section;
- o. each has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in the State; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- p. none owes unemployment compensation contributions;
- q. none is delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- r. all of each entity's vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- s. each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms of this Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from DAS or the Client Agency, such information as DAS or the Client Agency may require to evidence, in their sole determination, compliance with this Section;
- t. each either owns or has the authority to use all the Deliverables;
- u. to the best knowledge of Contractor, the Deliverables do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;
- v. to the best knowledge of Contractor, the Client Agency's use of any Deliverables in a manner consistent with this Contract shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- w. if any party shall procure any Deliverables, they shall sublicense such Deliverables and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Deliverables; and
- x. each shall assign or otherwise transfer to the Client Agency or afford the Client Agency the full

benefits of any manufacturer's warranty for the Deliverables, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

40. Further Assurances

The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in this Contract, in order to give full effect to this Contract and to carry out the intent of this Contract.

41. Advertising

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

42. Contractor Changes

The Contractor shall notify DAS in writing no later than ten (10) days from the effective date of any change in:

- a. its certificate of incorporation or other organizational document;
- b. more than a controlling interest in the ownership of the Contractor; or
- c. the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance.

DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS' satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work Performed under terms of the Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS' written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under this Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under this Contract until Performance is fully completed.

43. Contractor Responsibility

- a. The Contractor shall be responsible for the entire Performance under this Contract regardless of whether the Contractor itself Performs. The Contractor shall be the sole point of contact concerning the management of this Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of this Contract.
- b. The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The

Contractor shall promptly report any damage, regardless of cause, to the State.

44. Reserved

Provision reserved

45. Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security and/or property entrance policies and procedures for each Client Agency. It is the responsibility of Contractor to understand and adhere to the Client Agency's policies and procedures prior to any attempt to enter the Client Agency premises to Perform under this Contract.

46. Disclosure of Contractor Parties Litigation

The Contractor shall require that all Contractor Parties, as appropriate, disclose in writing to Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Contract, no later than ten (10) calendar days after becoming aware of or after they should have become aware of any such Claims

47. Protection of Confidential Information

- a. Contractor and Contractor Parties have a duty to and shall, at their own expense, protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with the highest current industry standards and best practices, as they may be amended from time to time.
- b. Contractor and all Contractor Parties shall develop, implement and maintain a comprehensive written information security policy for the protection of Confidential Information that meets or exceeds current industry standards and best practices as they may be amended from time to time. The safeguards contained in the written information security policy must meet or exceed the standards for the protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and State law and in written policy of the Client Agency or DAS concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept and an auditable electronic system of logging and tracking the viewing, accessing or both of Confidential Information;
 3. A process for reviewing policies and security measures at least annually;
 4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 5. Encrypting of Confidential Information that is stored on laptops, portable devices and storage media or that is being transmitted electronically.

- c. Contractor and Contractor Parties shall notify DAS, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than the next Business Day, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred which, in the sole opinion of the Client Agency after consultation with the Attorney General, constitutes a breach of security as defined in Connecticut General Statutes, § 36a- 701b, or otherwise (Breach), Contractor shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of DAS, the Client Agency, and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring and protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a- 701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. Neither Contractor's nor any Contractor Party's costs and expenses for the credit monitoring and protection plan shall be recoverable from DAS, the Client Agency, or any State of Connecticut entity or any affected individuals and shall be outside of any liability cap or limitation contained in this Contract.
- d. Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the provisions of this Contract concerning the obligations of the Contractor to the Client Agency or DAS.

48. Confidentiality; Non-Disclosure

The State shall exercise at least the same degree of care to safeguard any trade secrets or confidential information of Contractor as the State does its own property of a similar nature and shall take reasonable steps to ensure that neither the confidential information of Contractor nor any part of it will be disclosed for reasons other than its own business interests. Such prohibition on disclosures does not apply to disclosures by the State to its employees, agents or representatives, provided such disclosures are reasonably necessary to the State's use of the Deliverable, and provided further that the State will take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention of this Contract. The State's performance of the requirements of this Section shall be subject to the State of Connecticut Freedom of Information Act ("FOIA").

All Records, Client Agency Data, and any Data owned by the State in any form, in the possession of the Contractor or Contractor Parties, whether uploaded, collected, stored, held, hosted, located or utilized by Contractor and Contractor Parties directly or indirectly, must remain within the continental United States.

49. Disclosure of Records Concerning Governmental Functions

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 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.

50. Reserved

Provision reserved

51. Reserved

Provision reserved

52. Reserved

Provision reserved

53. Reserved

Provision reserved

54. Reserved

Provision reserved

55. Reserved

Provision reserved

56. Audit and Inspection of Plants, Places of Business and Records

- a. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the Performance of this Contract.
- b. Contractor shall maintain, and shall require each Contractor Party to maintain, accurate and complete Records. Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- c. The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty- four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- d. Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a Breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise

be obligated to pay the Contractor in accordance with this Contract.

- e. Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (1) final payment under this Contract, or (2) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- f. Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- g. Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

57. Audit Requirements for Recipients of State Financial Assistance

For purposes of this paragraph, the word "Contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The Contractor shall provide for an annual financial audit acceptable to the Client Agency for any expenditure of State awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor shall comply with federal and State single audit standards as applicable.

58. Indemnification

- a. Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with this Contract for the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or this Contract. Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. Contractor's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- b. Contractor shall not be responsible for indemnifying, defending or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- c. Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give Contractor reasonable notice of any such Claims.
- d. Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms of this Contract, without being lessened or compromised in any way, even where the

Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims or both.

- e. Contractor shall carry and maintain at all times during the Term of this Contract, and during the time that any provisions survive the Term of this Contract, sufficient commercial general liability insurance to satisfy its obligations under this Contract. Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to DAS prior to the Effective Date of this Contract. Contractor shall not begin Performance until the delivery of the policy to DAS. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Client Agency or the State was contributorily negligent.
- f. This Section shall survive the Termination of this Contract and shall not be limited by reason of any insurance coverage.

59. Forum and Choice of Law

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

60. References to Statutes, Public Acts, Regulations, Codes and Executive Orders

All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

61. Assignment

The Contractor shall not assign any of its rights or obligations under this Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in Breach of this Contract. Any Termination by DAS for a Breach is without prejudice to DAS' or the State's rights or possible Claims.

62. Tangible Personal Property

- a. Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 1. For the Term, Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus with the State under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 2. A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 3. Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in this Contract, if any, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 4. Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 5. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in this Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the Connecticut General Statutes.
- b. For purposes of this Section of this Contract, the word "Affiliate" means any person, as defined in section 12-1 of the Connecticut General Statutes, that controls is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The term "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- c. Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

63. Americans with Disabilities Act

Contractor represents that it is familiar with the terms of the Americans with Disabilities Act, 42 U.S.C. §§12101 et seq, and that it is in compliance with the law. Failure of Contractor to satisfy this standard either now or during the Term as it may be amended will render this Contract voidable at the option of the State upon notice to Contractor. Contractor warrants that it will hold the State harmless from any liability that may be imposed upon the State as a result of any failure of Contractor to be in compliance with the Americans with Disabilities Act.

64. Reserved

Provision reserved

65. 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 this Contract as if they had been fully set forth in it. This 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, Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04, and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms. If Executive Orders 14, 61 or 49 are applicable, they are deemed to be incorporated into and are made a part of this Contract as if it had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

66. Non-Discrimination

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

1. "Commission" means the Commission on Human Rights and Opportunities;
2. "Contract" and "contract" include any extension or modification of this Contract;
3. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;"
4. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
5. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
6. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
7. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
8. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
9. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the

management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

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

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the State, including, but not limited to, a municipality, unless this 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 this 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 of 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 of 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 this 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 Contract 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.

67. Whistleblower Provision

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 Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of such statute, Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent of the value of this 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 such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

68. 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 this Contract as if the summary had been fully set forth in this Contract.

69. Campaign Contribution Restriction

For all State contracts, defined in Conn. Gen. Stat. §9-612 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 Exhibit C.

70. Certification as a Small Contractor or Minority Business Enterprise

The Contractor shall be in breach of this Contract if the Contractor is certified as a "small contractor" or a "minority business enterprise" under Conn. Gen. Stat. § 4a-60g and that certification lapses during the term of this Contract.

71. Reserved

Provision reserved

72. Reserved

Provision reserved

73. Reserved

Provision reserved

74. Force Majeure

- a. The parties shall not be excused from their respective Contract obligations except in the case of Force Majeure Events and as otherwise provided for in this Contract.
- b. If a Force Majeure Event prevents a party from complying with any obligation or satisfying any conditions under this Contract, then that failure to comply will not constitute a Breach if; (A) that party uses reasonable efforts to comply; (B) that party's failure to comply is not due to its failure to (i) take reasonable measures to protect itself against Force Majeure Events or (ii) develop and maintain a reasonable contingency plan to respond to Force Majeure Events; and (C) that party complies with its obligations under subsection (3) of this Section.

- c. If a Force Majeure Event occurs, then the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on its obligations under this Contract, and how long the noncomplying party expects the noncompliance to last. Thereafter, the noncomplying party shall update that information as reasonably necessary, or as the other party may reasonably request, whichever is more frequent. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume complying with its Performance and obligations under this Contract.
- d. Failure to provide written notice of any Force Majeure Event as soon as the failing party becomes aware of it, or failure by the other party to Act in response to the notice, does not excuse any delays or failures in Performance or obligations.

75. Notice

- a. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this Section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut Department of Administrative Services
Procurement Division
450 Columbus Boulevard, Suite 1202
Hartford, CT 06103
Attention:
Paul S. Greco

If to the Contractor:

New England Yankee Construction, LLC
34 High Street West Haven, CT 06516
Christopher Godek 203-687-0591

- b. Details regarding invoices and all technical or day-to-day administrative matters pertaining to this Contract shall be directed to:

Client Agency:
The individual specified in the applicable Purchase Order.

Contractor: The individual designated by Contractor in the response to the Solicitation or as the Contractor may otherwise designate in writing to the Client Agency.

76. Headings

The headings given to the Sections in this Contract are inserted only for convenience and are in no way to be construed as part of this Contract or as a limitation of the scope of the particular Section to which the heading refers.

77. Number and Gender

Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

78. Amendments, Supremacy, Entirety of Contract

No amendment to or modification of this Contract shall be valid or binding unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General. Any and all Purchase Orders, Statements of Work or other documents authorized in connection with this Contract shall be subject to the terms of this Contract. Any additional terms within any such Purchase Order, Statement of Work, or other document that contradict the terms of this Contract shall have no force or effect and shall in no way affect, change or modify any of the terms of this Contract. This Contract contains the complete and exclusive statement of the terms agreed to by the parties.

79. Severability

If any term or provision of this Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of this Contract shall be valid and enforced to the fullest extent possible by law.

80. Risk of Loss and Insurance

The State shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverables are in transit, or while in the Client Agency's possession, except when such loss or damage is due directly to the Client Agency's negligence or intentional misconduct. Nothing in this Section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the State.

The insurance required by this Section shall be written on an occurrence basis as opposed to a "claims made" basis and shall be on such forms, and contain such endorsements and terms, as shall be acceptable to DAS.

Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the Term of this Contract, the insurance described below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

a. Commercial General Liability

Throughout the Term and during the time that any provisions survive the Term, Contractor shall maintain, at Contractor's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000 per occurrence for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. The Contractor shall cause the State and its officers, agents and employees to be named as an additional insureds on the policy

and shall provide (1) a certificate of insurance (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date evidencing such coverage. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Term. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.

b. Automobile Liability

\$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract, then automobile coverage is not required.

c. Workers' Compensation and Employer's Liability

Contractor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the state of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of \$100,000 for each accident, \$500,000 for disease, and \$100,000 for each employee, per policy period.

d. Excess/Umbrella Liability

Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

e. Professional Liability

During the Term, and for a period of three (3) years thereafter, the Contractor shall carry Professional Liability Insurance in the amount of \$5,000,000 per Claim and Annual Aggregate. Contractor shall provide the State a certificate of insurance evidencing such Professional Liability Insurance coverage upon written request on an annual basis and shall not begin Performance until such a certificate has been provided to the Client Agency.

81. DAS Approval of Subcontractors

DAS must approve any and all subcontractors utilized by the Contractor prior to any such subcontractor commencing any work. Contractor acknowledges that any work provided under this Contract to any State entity is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. Contractor must be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor must be provided promptly by the Contractor to DAS upon request. Contractor must provide the majority of the work associated with this Contract. It is understood that there may be times where conflicts due to scheduling may arise, which would lend the Contractor to utilize subcontractors to meet the Client Agency's needs. When this occurs, Contractor must alert DAS for approval of desired subcontractor before work is started.

The parties are executing this Contract on the date below their respective signatures.

New England Yankee Construction, LLC

BY: 

Name: Cristopher Godek

Title: MANAGING MEMBER

Duly Authorized

Date: 7/10/21

STATE OF CONNECTICUT

BY: 

Name: Josh Geballe

Date: July 14, 2021

Title: Connecticut DAS Commissioner

Duly Authorized

Contract #:20PSX0154
Exhibit A Description of Deliverables

1. SCOPE

The Contractor shall Perform Services that shall include but not be limited to the demolition, rehabilitation, abatement, removal and proper disposal of asbestos, PCB's, lead, mold, pathogens and any and all materials or substances that may be defined as hazardous to human health. Services are to be Performed as specified and detailed in this Exhibit A and Attachments A-1 through A-6. Contractor(s) shall Perform Services to multiple projects concurrently as required and authorized by the Client Agency. Service requirements determined to be an emergency by the Client Agency and requiring the commencement of Contractor Services within a twenty-four (24) hour period must be authorized in writing by the Client Agency.

Contractors shall at all times during the term of the contract possess the necessary and required Connecticut Department of Public Health Environmental Practitioners' Asbestos and Lead certifications and licensures. Such certifications and licensure information can be found and obtained at:

<https://portal.ct.gov/DPH/Environmental-Practitioner-Licensure-Program/Environmental-Practitioner-Licensure-Unit/Environmental-Practitioner-Licensure>

All work to be performed by the Contractor must comply with, as a minimum, the Connecticut State Building Code as adopted pursuant to CGS 29-252, as amended; and the Connecticut Fire Safety Code as adopted pursuant to CGS 29-292, as amended.

The year of the code governing the Contractor's work will be the current code which has been adopted as per the above identified sections of the Connecticut General Statutes on the start date of the project.

a) Contractor's General Safety and Health Plan

The Contractor shall maintain, at all times, a Safety and Health Plan ("the Plan"), which includes "site specific safety plans", applicable to all actions undertaken or all activities Performed at a site. Adherence to such plans must ensure that all such actions and activities taken at a site by a Contractor, its employees, agents and subcontractors are in full compliance with the Occupational Safety and Health Act ("OSHA") 29 U.S.C. §651 et. Seq., Connecticut General Statute §31-367 et. Seq., the Solid Waste Disposal Act, 42 U.S.C. §6901 et. Seq., Connecticut General Statute §22a-449I and their implementing regulations, as well as any permit(s) or order(s) issued by the Client Agency to such Contractor and all other applicable State and Federal statutes and regulations. Such Plans shall be available at the Contractor's principal place of business and available for inspection during normal business hours or be provided to the Client Agency upon request. All site-specific safety plans must be available on each work site at which a Contractor Performs Services covered by OSHA 29 CFR 1910.120. Each Contractor shall be responsible for ensuring that all actions undertaken or all activities Performed by such Contractor and its employees, agents and subcontractors, at a site, are in full compliance with their Plans.

Contractors that have developed Plans, programs or policies that exceed OSHA requirements shall not use their internal plans, programs or policies to substitute or augment labor, materials or equipment at a higher rate than the Contract rate.

A Client Agency official may act at his or her discretion and fulfill the OSHA requirement(s) for the number of trained employees OSHA requires for a specific task. Such oversight and participation by the Client Agency official may include but not be limited to the following:

In addition to the authority provided, if in their sole discretion, a Client Agency official determines that any action, inaction or condition at a site is inconsistent with or in violation of any applicable OSHA or other requirement, poses or may pose a threat to public safety, human health or the environment, the Client Agency official shall take any and all actions deemed necessary to prevent or abate such threat, including but not limited to, ordering or directing a Contractor to take or refrain from taking certain actions.

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Exhibit A Description of Deliverables

2. EXHIBIT B PRICING

Pricing is found in Exhibit B. The Contractor shall not charge for any labor, equipment, materials, or subcontracted services not listed in the Exhibit B Price Schedule without prior written authorization and approval from the Client Agency.

The Client Agency will monitor the use of all labor, materials and equipment. If the Client Agency determines that equipment is not being utilized, such equipment will not be paid for while remaining idle. The Client Agency may reject invoices for labor, materials and/or equipment that were not authorized.

Except as otherwise stated, the Client Agency shall not pay for tools of the trade which include but are not limited to the following:

- reusable hand and small tools (e.g., screwdrivers, hammers, garden hoses)
- new, used and reusable protective clothing
- computer equipment and software including all costs relating to use of such equipment
- communication equipment, including but not limited to regular and cellular telephones, including all costs relating to the use of such equipment
- cost of routine cleaning of equipment
- monitoring equipment, e.g., PIDs and LEL/O2 Meters
- Travel costs or personal vehicles

a) Labor rates.

Labor rates are fixed for the term of the Contract in accordance with Exhibit B. The Client Agency shall only pay the Contractor for pre-authorized labor costs incurred in Performing Services associated with the project.

International 24-hour (military) time shall be the standard time for reference of hourly rates of Performed Labor.

- Straight time shall mean 0700 to 1700 hours, Monday through and including Friday.
- Overtime shall mean 1701 to 0659 hours, Monday through and including Friday and all weekends and all Holidays except for those considered by the State of Connecticut as "Premium Holidays".
- Premium time shall be applicable for the six (6) Premium Holidays that the State recognizes (New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas Days)

The hourly rates specified in Price Schedule Exhibit B must include all direct and indirect labor costs by the indicated labor category. Subject to the costs allowable under this Contract, indirect labor costs shall include but not be limited to fringe benefits, meal allowances, overhead costs, and all charges for administrative activities, to include but not be limited to billing preparation, reproduction costs, typing, communications, or mailing charges.

Some of the Performance may be subject to overtime wages. Accordingly, the Contractor shall comply with, including, but not limited to: (1) Connecticut General Statutes Title 31, Chapter 558; (2) Section 31-76b (Overtime pay: Definitions); (3) Section 31-76c (Length of Workweek); and (4) Section 31-76e (Maximum Workweek under Contract or Collective Bargaining Agreement).

b) Subcontracting charges

Contractors may be required to subcontract associated or ancillary work within the primary scope of required services. Such services may include but not be limited to exposing or unearthing structures or piping and conduit, minor excavation, disconnecting, reconnecting, retrofitting or making safe structural systems to include but not be limited to insulation, mechanical systems, electrical systems, plumbing systems and pipe or conduit exposure, securing project premises, fencing,

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Exhibit A Description of Deliverables

security, portable bathrooms, shoring structures and dewatering. In the event should such subcontracted work be required and authorized by the Client Agency. The Client Agency shall when available utilize a valid Connecticut Department of Administrative

Services Procurement (DAS) contract for the specified additional Services. As such, no additional markup for the subcontracted services will be allowable when subcontracted work is performed by a DAS approved and awarded Contractor.

In the event required and additional subcontracted services are not available or existent on a DAS Contract, authorization and approval for such subcontracted Services shall be provided in writing by the Client Agency. As such a cost markup for the authorized subcontracted services shall be allowable and shall not exceed a Client Agency and Contractor negotiated increase of no more than Five Percent (5.0%) above the Subcontractors invoice. The Contractor shall provide all subcontracted fees and subcontracted invoicing to the Client Agency.

c) Material Rates.

Material rates are found in the Exhibit B and may be subject to annual increases or decreases at the discretion and agreement of both the Client Agency and Contractor. See Contract provision four (4) paragraphs (c) (ii) of the Contract document.

d) Equipment Rates

Equipment rates are found in the Exhibit B and may be subject to annual increases or decreases at the discretion and agreement of both the Client Agency and Contractor. See Contract provision four (4) paragraphs (c) (ii) of the Contract document.

Equipment rates include the hourly, daily, weekly and monthly rate(s) for each piece of equipment specified in the Exhibit B Price Schedule. Overtime and premium rates do not apply to equipment. All equipment rates include all direct and indirect equipment charges including, but not limited to, costs for:

- 1) the actual time spent to transport equipment to or from a site;
- 2) maintaining security for equipment at the site;
- 3) operating equipment; and
- 4) renting equipment.

Hourly, daily, weekly and monthly equipment rates will be determined in accordance with the following:

Hourly Rate – the hourly rate for a piece of equipment applies when the equipment is used at a site up to eight (8) hours and is not to exceed the daily rate in aggregate for eight (8) hours of use.

Daily Rate – the daily rate for a piece of equipment applies when the equipment is used at a site in excess of eight (8) hours. The base daily rate may not exceed seven (7) times the hourly rate. For each hour of actual use in excess of eight (8) hours during a day, the Contractor will receive no more than 1/8 the daily rate in addition to the base daily rate.

Weekly Rate – The weekly rate for a piece of equipment applies when the equipment is used at a site in excess of forty (40) hours in any 7-day period, regardless of how many days during the week the equipment is used. The base weekly rate may not exceed 28 times the hourly rate. For each hour of actual use in excess of 40 hours a week, the Contractor will receive no more than 1/40 of the weekly rate in addition to the base weekly rate.

Monthly Rate – The monthly rate for a piece of equipment applies when the equipment is used at a site in excess of one hundred twenty (176) hours in any 30-day period, regardless of how many days or weeks the equipment is used. The monthly rate shall not exceed 84 times the hourly rate. For each hour of actual use in excess of 176 hours, the Contractor will receive no more than 1/176th the monthly rate in addition to the base monthly rate.

The Client Agency will only pay for the actual time that each piece of equipment is being used on-site. Transported equipment

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will be identified as one unit and not separately by the transported equipment components. This singular identification includes but is not limited to items such as confined space trailers, product recovery trailers, other types of Service trailers or a groundwater treatment system(s) or other types of multi part systems. Parts, supplies and materials of these systems that require maintenance and or replacement equipment are listed on the Exhibit B Price Schedule and will be considered consumables. These items include but are not limited to hoses, filters, and blowers. Contractors may impose a charge for emergency equipment requested and authorized in writing by the Client Agency to be on standby for use during emergency operations.

e) Equipment Rental Charges

Rental rates for all equipment are to be computed at the project site and may include rigging and delivery travel time of the rented equipment. Rigging and delivery travel time of the rented equipment shall not exceed a two-hour maximum hourly rate.

f) Permits, licenses and fee(s) Charges

Contractor(s) shall pay for all project permits, licenses, and fees, give all notices and comply with all laws, ordinances, rules and regulations of the State, city or town in which any required Services are to be Performed. The Client Agency will reimburse the Contractor for the permits, licenses or fees costs provided that the Contractor provide a receipt for such and a copy of the required permit, license or associated fee. No mark-up for these items is allowed. Requests for approval of supplemental unit prices must be made in writing to the Client Agency and the DAS Procurement Services Representative and must be accompanied by such additional information as the Client Agency may require to evaluate the Contractor's request.

g) Hazardous material disposal requirements and charges.

Contractors shall use an authorized and licensed disposal facility with the lowest cost for receiving and disposing of any and all hazardous materials. The Contractor shall provide all disposal facility invoicing, relative permits, and manifests required by the Client Agency. Disposal costs markup shall be allowed however shall not exceed a Client Agency and Contractor negotiated increase of no more than five percent (.05%) above the Subcontractor's invoice. Such hazardous materials to be disposed of shall include but not be limited to:

- Contaminated soils
- Construction and demolition debris.
- Non-friable asbestos.
- Friable asbestos.
- Lead.
- PCBs greater than 50 ppm bulk product.
- PCBs less than 50 ppm bulk product.
- PCBs greater than 50 ppm remediation waste.
- PCBs less than 50 ppm remediation waste.
- Combined hazardous waste streams

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3. CLIENT AGENCY USE OF CONTRACT

All services must be authorized and approved of in writing by the Client Agency

The scope of this Contract includes Services on a standard or specialized basis. The Client Agency will select a contractor in accordance with the selection procedures set forth below.

(a) Standard Contract Use

The Client Agency will request a Scope of Work plan and cost estimate from the Contractor(s) based on the Exhibit B Prices for required Services. Contractors will then be required to submit a Scope of Work and cost estimate that will accomplish the work task requested by the Client Agency. The Client Agency will have the right to provide comments and or other conditions to revise the selected Contractor's Scope of Work plan. The Client Agency will evaluate each of the Contractor's Scope of Work plan(s) and determine and select the Contractor with the best overall cost for the required project

(b) Specialized Contract Use

The Client Agency will request a detailed Scope of Work plan and cost estimate from a specific Contractor determined by the Client Agency to be the most qualified for a specific project type. The Client Agency may then select the specific Contractor based on the Contractors special expertise, project knowledge, past performance, availability and overall cost effectiveness.

4. ADDITIONAL TERMS AND CONDITIONS:

(a) Contract Separately/Additional Savings Opportunities

DAS reserves the right to either seek additional discounts from the Contractor or to contract separately for a single purchase, if in the judgment of DAS, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the prices set forth in Exhibit B, whether or not such a savings actually occurs.

(b) Mandatory Extension to State Entities

Contractor shall offer and extend the contract (including pricing, terms and conditions) to political sub-Divisions of the State (towns and municipalities), schools, and not-for-profit organizations.

(c) Energy Star Provision (per CGS 4a-67c)

Equipment and appliances offered pursuant to this contract shall meet or exceed the federal energy conservation standards set forth in the Energy Policy and Conversation Act, 42 USC 6295, any federal regulations adopted thereunder, and shall meet or exceed the federal Energy Star standards established by the U.S. Environmental Protection Agency and the U.S. Department of Energy.

(d) Subcontractors

DAS must approve any and all subcontractors utilized by the Contractor prior to any such subcontractor commencing any work. Contractor acknowledges that any work provided under the Contract to any state entity is work conducted on behalf of the

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State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. Contractor shall be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the Contractor to DAS upon request.

Contractor must provide the majority of services described in the specifications.

(e) Prevailing Wages

Some or all of the Performance may be subject to prevailing wages. Accordingly, the following provision is included in this Contract in accordance with the requirements of Conn. Gen. Stat. Sec. 31-53(a):

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

(f) Standard Wages

Contractors shall comply with all provisions of Connecticut General Statutes 31-57f, Standard Wage Rates for Certain Service Workers and shall pay wages in accordance with the current wage rates provided by the Department of Labor. Information regarding this Statute and how and when it applies can be obtained from DOL's web site at <http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm>. Questions concerning the provisions and implementation of this act should be referred to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114 (860) 263-6790 or his designated representative. A link to the Standard Wages is provided below.

Standard Wages: <http://www.ctdol.state.ct.us/wgwkstnd/prevailing-rates/service/rates-service.htm>

(g) Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security and/or property entrance policies and procedures for each requesting Client Agency. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter any Client Agency premises for the purpose of carrying out the scope of work described in this Contract.

(h) Department of Correction Requirements for Contractors who Perform at a Correctional Facility

(1) Facility Admittance

- (A) Contractors shall not allow any of their employees to enter the grounds of or any structures in any Department of Correction ("DOC") facility ("Facility") or undertake any part of the Performance unless the employees shall have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Facility.
- (B) Contractor employees who seek admittance to a DOC Facility must first undergo a background check to confirm their eligibility to be admitted into the DOC Facility. Accordingly, Contractors must obtain from the DOC a form for each such employee and complete and submit that form to DOC at least 10 business days prior to the date that the employee is scheduled to arrive at the DOC Facility for the Performance. Information on the form includes the following:

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1. Name
2. Date of Birth
3. Social Security Number
4. Driver's License Number
5. Physical Characteristics (such as age, height, weight, etc.)

(2) Official Working Rules

Contractors shall adhere to the following Official Working Rules of the DOC:

- (A) All Contractors shall report to the Facility's security front desk for sign-in, regardless of work location, immediately upon arrival at the Facility.
- (B) All Contractor personnel shall work under the observation of an assigned correctional officer or supervisor, who will provide escort for the duration of the work.
- (C) No verbal or personal contact with any inmates.
- (D) Equipment will be checked daily and, when not in use, locked in a secure place as the Facility officials may direct.
- (E) Hacksaws, blades and files will remain in the custody of the officer assigned, except when actually being used.
- (F) The correctional officials may refuse admittance to any Contractor personnel for any cause the correctional officials deem to be sufficient.
- (G) In the event of any emergency, all Contractor personnel will be escorted outside the Facility by correctional officials.
- (H) Contractors shall address all questions pertaining to interruptions of service or to safety of the Facility to the appropriate correctional official.
- (I) Work at the Facility shall be carried on during the time between 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 4:30 p.m., the maximum allowable working day being 8 hours. The Contractor shall not Perform any work at any Facility on any Saturday, Sunday or Holiday, unless DOC determines, in its sole discretion, that there is an emergency.
- (J) The Contractor shall ensure that when all equipment is not in use, it will be unusable or be supervised to prevent use by inmates.
- (K) The Contractor shall supply to DOC a copy of all material safety data sheets for all products used in the process of construction, construction materials, and products brought onto the Facility.
- (L) All Contractors shall sign out at the Facility's security front desk prior to departure following completion of any work.

(3) Rules Concerning Department of Correction Facilities

Contractors shall adhere to the Facilities rules ("Facilities Rules") described in this section. At the time that Contractors and Contractor Parties seek to enter a Facility, DOC staff will present to them a document setting forth the following Facilities Rules and extracts of the laws governing the introduction and control of contraband. Contractors and Contractor Parties must read, understand and sign that document as a condition precedent to entering the Facility and as evidence that they understand the consequences imposed for violating these Facilities Rules:

(A) Restricted Areas

All persons except DOC personnel, upon entering the grounds are restricted to the immediate area of their work assignment. In order to go to other areas, Contractor personnel must first obtain written permission from the supervisory correctional official in charge. Only persons having official business will be admitted to construction sites.

(B) Inmates

There may be times when inmates may be working adjacent to or in the same area as construction personnel. All persons are prohibited from accepting or giving anything from and to an inmate. Inmates are accountable to DOC personnel only, no other person shall have any conversation or dealings with inmates without the approval of the DOC supervisory official in charge.

(C) Vehicle Control

Any Contractor personnel entering upon the Facility shall remove the ignition keys of their vehicle and lock the vehicle when

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they leave it for any reason. Contractors shall ensure that all equipment in, on or around the vehicles is secured and inaccessible to anyone else while in the Facility.

(D) Contraband

Contractors shall not bring clothing or contraband into or onto the Facility's grounds or leave clothing or contraband in a vehicle located on the grounds of the Facility outside of an area designated by DOC personnel. Contraband is defined below and all persons are subject to these DOC Facilities Rules concerning contraband when on the Facility's grounds.

Contractor shall not introduce into or upon, take or send to or from, or attempt the same to or from, the grounds of the Facility anything whatsoever without the knowledge of the Facility supervisor.

"Contraband" means any tangible or intangible article whatsoever which DOC has not previously authorized and may include letters, stamps, tools, weapons, papers, floor implements, writing materials, messages (written and verbal), instruments and the like. Contractors shall discuss any questions regarding such matters with the Facility supervisor immediately upon those questions arising.

Cigarettes and Cell Phones are "contraband." Accordingly, Contractors shall leave them secured inside their locked vehicles in an area designated by DOC personnel.

Failure to comply with these Facilities Rules, in the sole determination of DOC, will result in the Contractor being removed from the Facility.

(4) State Laws Governing Unauthorized Conveyance, Possession or Use of Items, Weapons and Certain Devices

(A) Unauthorized conveyance of certain items brought into the Facility is governed by Conn. Gen. Stat. Sec. 53a-174, which provides as follows:

1. Any person not authorized by law who conveys or passes or causes to be conveyed or passed, into any correctional or humane institution or the grounds or buildings thereof, or to any inmate of such an institution who is outside the premises thereof and known to the person so conveying or passing or causing such convey or passing to be such an inmate, any controlled drug, as defined in section 21a-240, any intoxicating liquors, any firearm, weapon, dangerous instruments or explosives of any kind, any United States currency, or any rope, ladder or other instrument or device for use in making, attempting or aiding an escape, shall be guilty of a class D felony. [Penalty for a Class "D" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed five (5) years.] The unauthorized conveying, passing, or possessing of any rope or ladder or other instrument or device, adapted for use in making or aiding an escape, into any such institution or the grounds or building thereof, shall be presumptive evidence that it was so conveyed, passed or possessed for such use.
2. Any person not authorized by law who conveys into any such institution any letter or other missive which is intended for any person confined therein, or who conveys from within the enclosure to the outside of such institution any letter or other missive written or given by any person confined therein, shall be guilty of a class A misdemeanor. [Penalty for a Class "A" misdemeanor per Sec. 53a-36 subsection 1, the term is not to exceed one (1) year.]
3. Any person or visitor who enters or attempts to enter a correctional institution or Facility by using a misleading or false name or title shall be guilty of a class A misdemeanor.

(B) Possession of weapons or dangerous instruments in the Facility is governed by Conn. Gen. Stat. Sec. 53a-174a, which provides as follows:

1. A person is guilty of possession of a weapon or dangerous instrument in a correctional institution when, being an inmate of such institution, he knowingly makes, conveys from place to place or has in his possession or under his control any firearm, weapon dangerous instrument, explosive, or any other substance or thing designed to kill, injure or disable.
2. Possession of a weapon or dangerous instrument in a correctional institution is a class B felony. [Penalty for a Class "B" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed twenty (20) years.]

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(C) Conveyance or use of electronic or wireless communication devices in the Facility is governed by Conn. Gen. Stat. Sec. 53a-174b, which provides as follows:

1. A person is guilty of conveyance or use of an electronic wireless communication device in a correctional institution when such person, without authorization by the Commissioner of Correction or the commissioner's designee, (1) conveys or possesses with intent to convey an electronic wireless communication device to any inmate of a correctional institution while such inmate is in such institution, or (2) uses an electronic wireless communication device to take a photographic or digital image in a correctional institution.
2. Conveyance or use of an electronic wireless communication device in a correctional institution is a Class A misdemeanor.

(i) Badging Requirements for the Connecticut Airport Authority, Bradley International Airport (the Airport)

- (1) All Contractor employees must pass all standard security requirements (based on activity and location) and pass prescribed driver training before entering Bradley International Airport or engaging in any part of the Performance.
- (2) Contractors shall not allow any of their employees to enter the Airport or undertake any part of the Performance unless the employees shall have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Airport. The security badge will be issued upon the successful completion of a ten year (10) criminal history records check, and Transportation Security Administration Security Threat Assessment and a training/testing program – all administered by Airport personnel. The cost per person is \$50. This charge is subject to change during the term of the Contract. Persons with felony convictions will be evaluated on an individual basis. The Client Agency may, at any time during the term of the Contract and in its sole discretion, modify the criminal history records check, training, testing program, security and badge requirements. The Contractor shall comply with all such modifications.
- (3) The Contractor shall assign at least one individual, but no more than 3 individuals, to act as an Authorized Supervisor for the airport. Prior to starting Performance, Contractors shall direct the Authorized Supervisors to comply with all of the applicable terms and conditions of this Contract, including doing any and all things which the Authorized Supervisors deem to be necessary or appropriate to ensure full Performance.
- (4) Client Agency shall deliver to the Contractors a copy of the applicable requirements of all federal and state regulations governing aviation security activities prior to Contractors starting Performance. Contractors shall comply fully with all of those requirements and regulations and shall ensure the same for all of their employees who will perform in any way.
- (5) The duties of the Authorized Supervisor are to:
 - (A) read, understand and follow fully all of the requirements of all federal and state regulations governing aviation security activities;
 - (B) notify the security badging office or BDL Airport Operations **immediately** of all employee terminations and transfers in writing, which may include via e-mail.
 - (C) return to the security badging office or BDL Airport Operations a termination form with the terminated or transferred employee's security badge along with all other security-related items that had been issued to the employee, including, but not limited to, keys, gate cards and ramp stickers, no later than twenty-four (24) hours after the effective date of the termination or transfer. If the Authorized Supervisor fails to return timely the badge or other security related-item, the Authorized Supervisor shall submit a termination form no later than one (1) week after the effective date of the termination or transfer, along with a written explanation detailing the course of action that has been taken towards retrieving the outstanding item(s);

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- (D) limit the distribution of security related information only to persons with valid, Bradley International Airport security badges and as requested by the Airport Security Coordinator (ASC) or designated representative ;
 - (E) not presign badging applications and complete the entire Authorized Supervisor section of the badging application for all Contractors employees who will Perform under this Contract;
 - (F) report lost or stolen badges in writing immediately to the security badging office and/or Airport Operations on the standard lost/stolen security badge report.
- (6) Contractors shall ensure that the Authorized Supervisors read, understand and follow all of their prescribed such regulations and requirements. Accordingly, prior to starting Performance, and as a condition precedent to any of Contractors' employees being allowed to enter the Airport to Perform, Contractors shall deliver to the Client Agency a document signed by the Authorized Supervisors in the following form:

BRADLEY INTERNATIONAL AIRPORT
AUTHORIZED SUPERVISOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF DUTIES

I, _____, the undersigned, with regard to _____ activities at Bradley International Airport (BDL), accept the assignment as an Authorized Supervisor under a certain Contract between _____ and the State of Connecticut. I acknowledge and accept that as Authorized Supervisor under that Contract that my duties are to and I shall:

1. read, understand and follow fully all of the requirements of all federal and state regulations governing aviation security activities;
2. notify the security badging office or BDL Airport Operations **immediately** of all employee terminations and transfers in writing, which may include via e-mail.
3. return to the security badging office or BDL Airport Operations a termination form with the terminated or transferred employee's security badge along with all other security-related items that had been issued to the employee, including, but not limited to, keys, gate cards and ramp stickers, no later than twenty-four (24) hours after the effective date of the termination or transfer. If the Authorized Supervisor fails to return timely the badge or other security related-item, the Authorized Supervisor shall submit a termination form no later than one (1) week after the effective date of the termination or transfer, along with a written explanation detailing the course of action that has been taken towards retrieving the outstanding item(s) ;
4. limit the distribution of security related information only to persons with valid, Bradley International Airport security badges and as requested by the Airport Security Coordinator (ASC) or designated representative ;
5. not pre-sign badging applications and complete the entire Authorized Supervisor section of the badging application for all Contractors employees who will Perform under this Contract; and
6. report lost or stolen badges in writing immediately to the security badging office and/or Airport Operations on the standard lost/stolen security badge report.

With my signature below I am verifying that I have received a copy of, and fully understand these requirements and my obligations and that I shall comply fully.

Company Name	Signature of Authorized Supervisor	Initials
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Company Mailing Address	Print Full Name
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City, State, Zip	Title
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Phone Number(s)

Fax No.

E-Mail Address

- (7) Contractors shall pay the Client Agency a fee of \$100 per unreturned badges for any terminated or transferred employee and reimburse the Client Agency, no later than thirty (30) days after receiving an invoice from the Client Agency, for any applicable federal or state amounts, penalties or both for which the Client Agency may be held responsible resulting from the Contractors' failure to follow fully all of the applicable federal and State regulations and other requirements concerning aviation security activities, including, by way of example, but not by way of limitation, \$100 per unreturned badges for any terminated or transferred employee and up to \$11,000 per occurrence for an individual employee's failure to comply with security regulations (including, by way of example, but not by way of limitation, failure to properly display security badge or failure to control access through a controlled access door with a proximity card reader). If Contractors fail to pay the fee or reimburse the Client Agency timely, the Client Agency may, in its sole discretion, demand, and the Contractors shall, return all of the security badges for all of the Contractors' employees. Consequently, DAS shall, at the Client Agency's request, terminate the Contract as to those Contractors. DAS and the Client Agency will take into account such Termination as an indication of Contractors' not being responsible in future leasing and contracting opportunities.
- (8) The Client Agency may suspend or terminate security privileges of individual employees pending investigation of any individual who is alleged to have violated any security regulations. Security privileges for the Contractor as an entity may also be suspended or terminated for failure to comply with all security regulations.

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Connecticut State Elections Enforcement Commission

CONNECTICUT STATE ELECTIONS
ENFORCEMENT COMMISSION
Rev. 1/11



**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 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.

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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

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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,

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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.

20PSX0154	New England Exhibit B	Standard Rates	Standard Rates	Standard Rates	Prevailing Rates	Prevailing Rates	Prevailing Rates
A. Labor 2021	Item	Straight time Per Hour	Overtime Rate Per Hour	Premium Rate Per Hour	Straight time PerHour	Overtime Rate Per Hour	Premium Rate Per Hour
Effective July 1 2021	Asbestos / Lead Project Manger / Superintendent	81.40	112.26	143.13	81.40	112.26	143.13
	Asbestos / Lead supervisor	82.53	118.33	154.14	109.32	146.35	183.39
	Asbestos / Lead Worker	71.22	102.12	133.03	98.01	130.14	162.27
	Labor foreman	78.01	111.85	145.69	107.06	143.11	179.16
	Laborer	64.44	88.87	113.31	95.75	126.9	158.05
	Equipment Operator	100.61	144.78	188.96	118.69	157.81	196.93
	Carpenter	88.18	126.44	164.7	114.86	151.90	188.93
	Truck driver	56.53	81.05	105.58	94.92	123.87	152.82
A. Labor 2022	Item	Straight time Per Hour	Overtime Rate Per Hour	Premium Rate Per Hour	Straight time PerHour	Overtime Rate Per Hour	Premium Rate Per Hour
Effective July 1 2022	Asbestos / Lead Project Manger / Superintendent	83.66	119.95	156.25	83.66	119.95	156.25
	Asbestos / Lead supervisor	84.79	121.58	158.36	111.58	149.59	187.61
	Asbestos / Lead Worker	73.43	105.37	137.25	100.28	133.38	166.49
	Labor foreman	80.27	115.09	149.92	109.32	146.35	183.39
	Laborer	66.7	91.99	117.29	98.01	130.14	162.27
	Equipment Operator	103.06	148.32	193.57	120.95	161.05	201.16
	Carpenter	90.44	129.68	168.92	117.12	155.14	193.15
	Truck driver	58.79	84.29	109.8	97.18	127.11	157.04
A. Labor 2023	Item	Straight time Per Hour	Overtime Rate Per Hour	Premium Rate Per Hour	Straight time PerHour	Overtime Rate Per Hour	Premium Rate Per Hour
Effective July 1 2023	Asbestos / Lead Project Manger / Superintendent	85.92	123.2	160.48	85.92	123.2	160.48
	Asbestos / Lead supervisor	87.05	124.82	162.59	113.84	152.84	191.83
	Asbestos / Lead Worker	75.74	108.61	141.47	102.54	136.63	170.72
	Labor foreman	82.53	148.33	154.14	111.58	149.59	187.61
	Laborer	68.96	95.11	121.26	100.28	133.38	166.49
	Equipment Operator	105.52	151.85	198.19	123.21	164.3	205.38
	Carpenter	92.70	132.92	173.14	119.38	158.38	197.37
	Truck driver	61.05	87.53	114.02	99.44	130.35	161.27
A. Labor 2024	Item	Straight time Per Hour	Overtime Rate Per Hour	Premium Rate Per Hour	Straight time PerHour	Overtime Rate Per Hour	Premium Rate Per Hour
Effective July 1 2024	Asbestos / Lead Project Manger / Superintendent	88.18	126.44	164.7	88.18	126.44	164.70
	Asbestos / Lead supervisor	89.31	128.06	166.81	116.1	156.08	196.05
	Asbestos / Lead Worker	78.01	111.85	145.69	104.8	139.87	174.94
	Labor foreman	84.79	121.58	158.36	113.84	152.84	191.83
	Laborer	71.22	98.23	125.24	102.54	136.63	170.72
	Equipment Operator	107.97	155.39	202.8	125.47	167.54	209.6
	Carpenter	94.96	136.16	177.37	121.65	161.62	201.6
	Truck driver	63.31	90.78	118.24	101.70	133.6	165.49
A. Labor 2025	Item	Straight time Per Hour	Overtime Rate Per Hour	Premium Rate Per Hour	Straight time PerHour	Overtime Rate Per Hour	Premium Rate Per Hour
Effective July 1 2025	Asbestos / Lead Project Manger / Superintendent	90.44	129.68	168.92	90.44	129.68	168.92
	Asbestos / Lead supervisor	91.57	131.3	171.03	118.36	159.32	200.28
	Asbestos / Lead Worker	80.27	115.09	149.92	107.06	143.11	179.16
	Labor foreman	87.05	124.82	162.59	116.10	156.08	196.05
	Laborer	73.48	101.35	129.21	104.8	139.87	174.94
	Equipment Operator	110.43	158.92	207.41	127.73	170.78	213.83
	Carpenter	97.22	139.41	181.59	123.91	164.86	205.82
	Truck driver	65.57	94.02	122.47	103.96	136.84	169.71

20PSX0154	New England Yankee Exhibit B Materials and Equipment						
B. Materials							
Item Number	Item	\$	-	per			
1	6 mil poly	\$ 122.08	20' x 100'	roll			
2	6 mil poly - fire retardant	\$ 135.25	20' x 100'	roll			
3	4 mil poly	\$ 81.39	20' x 100'	roll			
4	4 mil poly - fire retardant	\$ 122.80	20' x 100'	roll			
5	reinforced poly	\$ 322.00	20' x 100'	roll			
6	duct tape	\$ 10.34		roll			
7	spray glue	\$ 5.41		can			
8	orange off	\$ 7.26		can			
9	black asbestos bags	\$ 90.89		roll			
10	clear 6 mil bags	\$ 1.05		each			
11	glove bags	\$ 16.97		each			
12	burlap bags	\$ 0.74		each			
13	tyvek suits	\$ 9.12		each			
14	towels - wipers	\$ 32.26		box			
15	rubber gloves	\$ 0.85		each			
16	dipped gloves	\$ 2.15		each			
17	leather gloves	\$ 5.65		each			
18	vaccum bags	\$ 6.34		each			
19	CP-11 encapsulant-diplot	\$ 78.03	5 gal			per	
20	mastic remover	\$ 80.98	5 gal		\$749.26	55 gal	
21	shockwave mold cleaner	\$ 91.04	5 gal				
22	mold encapsulant	\$ 305.71	5 gal				
23	lead remover	\$ 125.00	1 gal				
24	amended water	\$ 36.00	5 gal				
25	speedy dry	\$ 11.75	50 lb bag				
26	tie wire	\$ 12.50		can			
27	30 yd roll of liner	\$ 58.00		each			
28	negative air HEPA filters	\$ 150.00		each			
29	flat roll negative air tubing	\$ 58.34		roll			
30	organic vapor filters	\$ 12.25		each			
31	paper filters	\$ 12.05		each			
32	half face filters	\$ 10.56		each			
33	dust masks	\$ 0.45		each			
34	fiber drums	\$ -		each			
35	metal drums 55 gal	\$ 77.00		each			
36	t-packs of gay lords	\$ 125.00		each			
37	staples	\$ 7.25		box			
38	scrubbies	\$ 1.03		each			
39	safety glasses	\$ 6.05		each			
40	wire brushes	\$ 5.82		each			
41	ASB danger signs	\$ 27.75		roll			
42	spray foam	\$ 12.26		can			
43	yellow lead suits	\$ 44.00		each			
44	personal cassettes	\$ 1.75		each			
45	caution tape	\$ 17.59		roll			
46	furring strips	\$ 6.85		each			
47	2x4 8'	\$ 9.72		each			
48	4x8x1/2" plywood	\$ 63.27		each			
49	rubber squeegies	\$ 21.84		each			
50	face shields	\$ 4.78		each			
51	sawzall metal blades	\$ 5.00		each			
52	sawzall wood blades	\$ 2.00		each			
53	14" demo saw blades - diamond	\$ 16.00		each			
54	14" demo saw blades - metal	\$ 3.95		each			
55	36" diamond saw blades	\$ -		each			
56	4" grinder blades	\$ 56.28		each			
57	7" floor grinder blades	\$ 85.00		each			
58	cut off saw metal blades	\$ 8.50		each			
59	tapcon screws	\$ 36.00		box			
60	silt fence installed	\$ 10.00		ft			
61	orange snow fence	\$ 2.40		ft			
62	hay bales	\$ 12.00		each			
63	simple green cleaner	\$ 13.27		gallon			
64	negative air pre filters	\$ 7.00		each			
65	over-pack drum	\$ -		each			
66	drum liner	\$ -		each			
67	poly 55 gal drum	\$ -		each			
68	SPC sorbant boom 8"x10"	\$ 19.78		each			
69	SPC sorbant pads 18"	\$ 0.58		each			
C. Equipment							
Item Number	Item	\$/hr	\$/Day	\$/week	\$/month		
1	Negative air 2000 CFM	\$ 7.85	\$ 54.95	\$ 211.95	\$ 659.40		
2	Negative air 1000 CFM	\$ 5.00	\$ 35.00	\$ 135.00	\$ 420.00		
3	Temporary electrical panels	\$ 4.00	\$ 28.00	\$ 108.00	\$ 336.00		
4	Shower with pump and heater	\$ 5.88	\$ 41.13	\$ 158.63	\$ 493.50		
5	pop ups	\$ 4.00	\$ 28.00	\$ 108.00	\$ 336.00		
6	HEPA vacuum	\$ 4.50	\$ 31.50	\$ 121.50	\$ 378.00		
7	airless sprayer	\$ 4.00	\$ 28.00	\$ 108.00	\$ 336.00		
8	leaf blower	\$ 3.00	\$ 21.00	\$ 81.00	\$ 252.00		
9	pressure washer	\$ 12.85	\$ 89.95	\$ 346.95	\$ 1,079.40		
10	core drill with bits	\$ 22.00	\$ 154.00	\$ 594.00	\$ 1,848.00		
11	floor grinder	\$ 120.00	\$ 840.00	\$ 3,240.00	\$ 10,080.00		
12	hand held floor grinder	\$ 4.63	\$ 32.41	\$ 125.01	\$ 388.92		
13	portable generator, single phase	\$ 10.50	\$ 73.50	\$ 283.50	\$ 882.00		
14	tow behind generator, three phase	\$ 78.00	\$ 546.00	\$ 2,106.00	\$ 6,552.00		
15	portable air compressor	\$ 4.50	\$ 31.50	\$ 121.50	\$ 378.00		
16	tow behind air compressor	\$ 35.00	\$ 245.00	\$ 580.00	\$ 1,400.00		
17	portable welder	\$ 16.00	\$ 112.00	\$ 432.00	\$ 1,344.00		
18	tow behind welder	\$ 23.00	\$ 161.00	\$ 621.00	\$ 1,932.00		
19	plasma cutter	\$ 12.00	\$ 84.00	\$ 324.00	\$ 1,008.00		
20	temp construction lights		\$ 30.00	\$ 75.00	\$ 188.43		
21	light tower diesel	\$ 26.43	\$ 185.01	\$ 500.00	\$ 650.00		
22	high bay lighting		\$ 75.00	\$ 187.50	\$ 471.07		
23	electric demo hammer	\$ 10.28	\$ 71.96	\$ 277.56	\$ 863.52		
24	30 lb jack hammer	\$ 8.43	\$ 59.01	\$ 227.61	\$ 708.12		
25	60 lb jack hammer	\$ 9.42	\$ 65.94	\$ 254.34	\$ 791.28		
26	90 lb jack hammer	\$ 10.43	\$ 73.01	\$ 281.61	\$ 876.12		
27	sealant/caulk cutter	\$ 14.28	\$ 99.96	\$ 385.56	\$ 750.00		
28	sawzall	\$ 3.00	\$ 21.00	\$ 81.00	\$ 252.00		
29	roof saw	\$ 20.12	\$ 140.84	\$ 543.24	\$ 1,690.08		
30	14" electric cutoff saw	\$ 9.44	\$ 66.08	\$ 254.88	\$ 792.96		
31	14" gas demo saw	\$ 11.14	\$ 77.98	\$ 300.78	\$ 935.76		
32	heaters - electric or propane	\$ 5.00	\$ 45.00	\$ 90.00	\$ 240.00		
33	propane road saw	\$/hr	\$/Day	\$/week	\$/month		
34	terminator ride on tile scraper	\$ 113.00	\$ 791.00	\$ 3,051.00	\$ 9,492.00		
35	blast track 18" - includes media	\$ 105.00	\$ 735.00	\$ 2,835.00	\$ 8,820.00		
36	blast track 30" - includes media	\$ 120.00	\$ 840.00	\$ 3,240.00	\$ 10,080.00		
37	acetylene torch	\$ 29.38	\$ 205.66	\$ 793.26	\$ 2,467.92		
38	electric sump pump	\$ 6.28	\$ 43.96	\$ 169.56	\$ 527.52		

39	diesel water pump	\$ 31.14	\$ 217.98	\$ 840.78	\$ 2,615.76
40	electric fork lift	\$ 32.86	\$ 230.02	\$ 887.22	\$ 2,760.24
41	propane fork lift	\$ 26.00	\$ 182.00	\$ 702.00	\$ 2,184.00
42	diesel lull	\$ 46.44	\$ 325.08	\$ 1,253.88	\$ 3,900.96
43	electric sizzor lift	\$ 29.00	\$ 203.00	\$ 783.00	\$ 2,436.00
44	baker staging	\$ 6.85	\$ 47.95	\$ 184.95	\$ 575.40
45	backflow preventor and water meter	\$ 4.57	\$ 31.99	\$ 123.39	\$ 383.88
46	water buffalo	\$ 35.00	\$ 245.00	\$ 945.00	\$ 2,940.00
47	water tank truck	\$ 89.29	\$ 625.03	\$ 2,410.83	\$ 7,500.36
48	water trailer 6000 gallon	\$ 44.00	\$ 308.00	\$ 1,188.00	\$ 3,696.00
49	20' connex	\$ 7.00	\$ 49.00	\$ 189.00	\$ 588.00
50	40' connex	\$ 9.00	\$ 63.00	\$ 243.00	\$ 756.00
51	office trailer	\$ 10.00	\$ 70.00	\$ 270.00	\$ 840.00
52	100' or less boom lift	\$ 90.00	\$ 630.00	\$ 2,430.00	\$ 7,560.00
53	100' for more boom lift	\$ 120.00	\$ 840.00	\$ 3,240.00	\$ 10,080.00
54	service truck	\$ 37.86	\$ 265.02	\$ 1,022.22	\$ 3,180.24
55	wheel skid steer	\$ 53.57	\$ 374.99	\$ 1,446.39	\$ 4,499.88
56	tracked skid steer	\$ 63.57	\$ 444.99	\$ 1,716.39	\$ 5,339.88
57	mini excavator - less than 10,000 lbs	\$ 48.71	\$ 340.97	\$ 1,315.17	\$ 4,091.64
58	small excavator - less than 30,000 lbs	\$ 91.00	\$ 637.00	\$ 2,457.00	\$ 7,644.00
59	medium excavator - less than 100,000 lbs	\$ 96.00	\$ 672.00	\$ 2,592.00	\$ 8,064.00
60	large excavator - over 100,000 lbs	\$ 170.00	\$ 1,190.00	\$ 4,590.00	\$ 14,280.00
61	high reach elevator	\$ 245.00	\$ 1,715.00	\$ 6,615.00	\$ 20,580.00
62	small bulldozer - 30,000 lbs or less	\$ 108.00	\$ 756.00	\$ 2,916.00	\$ 9,072.00
63	large bulldozer - over 30,000 lbs	\$ 250.00	\$ 1,750.00	\$ 6,750.00	\$ 21,000.00
64	small equipment transport	\$ 75.00	\$ 525.00	\$ 2,025.00	\$ 6,300.00
65	medium equipment transport	\$ 75.00	\$ 525.00	\$ 2,025.00	\$ 6,300.00
66	large equipment transport	\$ 95.00	\$ 665.00	\$ 2,565.00	\$ 7,980.00
67	accessories transport to site	\$ 65.00	\$ 455.00	\$ 1,755.00	\$ 5,460.00
68	pulverizer - small	\$ 78.00	\$ 546.00	\$ 2,106.00	\$ 6,552.00
69	pulverizer - large	\$ 97.00	\$ 679.00	\$ 2,619.00	\$ 8,148.00
70	hammer attachment - small	\$ 36.00	\$ 252.00	\$ 972.00	\$ 3,024.00
71	hammer attachment - large	\$ 100.00	\$ 700.00	\$ 2,700.00	\$ 8,400.00
72	shear - large	\$ 103.00	\$ 721.00	\$ 2,781.00	\$ 8,652.00
73	universal processor	\$ 88.00	\$ 616.00	\$ 2,376.00	\$ 7,392.00
74	rubber tired backhoe	\$ 68.00	\$ 476.00	\$ 1,836.00	\$ 5,712.00
75	portable jaw crusher	\$ 102.00	\$ 714.00	\$ 2,754.00	\$ 8,568.00
76	brock 180	\$ 112.00	\$ 784.00	\$ 3,024.00	\$ 9,408.00
77	brock 50	\$ 90.00	\$ 630.00	\$ 2,430.00	\$ 7,560.00
78	schibeci power profiler	No offer	No offer	No offer	No offer
79	vecloader	\$ 72.00	\$ 504.00	\$ 1,944.00	\$ 6,048.00
80	screener	\$ 80.00	\$ 560.00	\$ 2,160.00	\$ 6,720.00
81	onsite dump truck	\$ 85.00	\$ 595.00	\$ 2,295.00	\$ 7,140.00
82	tri axle dump truck over road	\$ 105.00	\$ 735.00	\$ 2,835.00	\$ 8,820.00
83	trailer dump with horse	\$ 120.00	\$ 840.00	\$ 3,240.00	\$ 10,080.00
84	rolloff truck - 80,000 GVW	\$ 75.00	\$ 525.00	\$ 2,025.00	\$ 6,300.00
85	articulating loader - small 5 yd or less	\$ 121.86	\$ 853.02	\$ 2,350.00	\$ 6,827.00
86	articulating loader - large more than 5 yd	\$ 180.00	\$ 1,260.00	\$ 4,860.00	\$ 8,800.00
87	shear - large	\$ 125.00	\$ 875.00	\$ 3,375.00	\$ 10,500.00
88	universal processor	\$ 98.00	\$ 686.00	\$ 2,646.00	\$ 8,232.00
89	rubber tired backhoe	\$ 89.00	\$ 623.00	\$ 2,403.00	\$ 7,476.00
90	portable jaw crusher	No offer	No offer	No offer	No offer
91	brock 180	\$ 112.00	\$ 784.00	\$ 3,024.00	\$ 9,408.00
92	brock 50	\$ 90.00	\$ 630.00	\$ 2,430.00	\$ 7,560.00
93	schibeci power profiler	No offer	No offer	No offer	No offer
94	vecloader	\$ 72.00	\$ 504.00	\$ 1,944.00	\$ 6,048.00
95	screener	\$ 72.00	\$ 504.00	\$ 1,944.00	\$ 6,048.00
96	onsite dump truck	\$ 80.00	\$ 560.00	\$ 2,160.00	\$ 6,720.00
97	tri axle dump truck over road	\$ 115.00	\$ 805.00	\$ 3,105.00	\$ 9,660.00
98	trailer dump with horse	\$ 105.00	\$ 735.00	\$ 2,835.00	\$ 8,820.00
99	rolloff truck - 80,000 GVW	\$ 120.00	\$ 840.00	\$ 3,240.00	\$ 10,080.00
100	articulating loader - small 5 yd or less	\$ 110.00	\$ 770.00	\$ 2,970.00	\$ 6,056.00
101	articulating loader - large more than 5 yd	\$ 121.86	\$ 853.02	\$ 2,350.00	\$ 6,827.00
102	Rigging and delivery of large equipment to project site only. 2 hr. maximum only	\$ 180.00	\$ 1,260.00	\$ 4,860.00	\$ 8,800.00
103	Sherpa		\$325.00	\$1,000.00	\$2,800.00
104	EcoVolve ED800 Elec.		\$375.00	\$1,100.00	\$3,000.00
105	Hybrid Mini Excavator w/ 18" Bucket		\$300.00	\$1,000.00	\$2,500.00
106	Ride on Floor Scraper		\$795.00	\$1,500.00	\$3,550.00
107	Blast-Track Machine		\$1,200.00	\$2,500.00	\$5,000.00