

PERSONAL SERVICE AGREEMENT
CO-802A REV. 2/08

STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER

1. PREPARE IN QUADRUPLICATE
2. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
3. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) ORIGINAL AMENDMENT (2) IDENTIFICATION NO. P.S.

CONTRACTOR	(3) CONTRACTOR NAME WSP USA Inc		(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS 500 Winding Brook Drive, Glastonbury, CT 06033		CONTRACTOR FEIN/SSN - SUFFIX 11-1531569
STATE AGENCY	(5) AGENCY NAME AND ADDRESS Department of Housing - 505 Hudson St, Hartford, CT 06106		
CONTRACT PERIOD	(6) DATE (FROM)	THROUGH (TO)	(7) INDICATE
	7/1/2017	9/30/2022	<input checked="" type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. <input type="checkbox"/> NEITHER

CANCELLATION CLAUSE	THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELED BY THE STATE BUSINESS UNIT, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT)	(8) REQUIRED NO. OF DAYS WRITTEN NOTICE 30
----------------------------	--	--

(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)

WSP USA will provide DOH technical support to achieve the objectives of the National Disaster Resilience program including conducting the stakeholder engagement process, managing the project website, and staffing the Comm. and Technical Advisory Committees; identify and analyze a series of alternatives for the three infrastructure projects; complete an Environmental Impact Statement in accordance with the National Environmental Policy Act resulting in a Record of Decision; complete a preliminary design for the preferred alternative selected through that process; and complete an Energy Feasibility Study for Bridgeport's South End. See Exhibit A Part 2 and Exhibit B for detail.

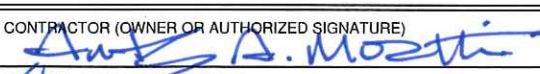
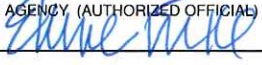
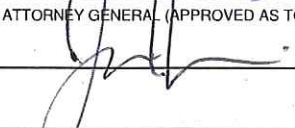
(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

Payment will be made not less than quarterly based on activity carried out as a percent completion against the contract tasks. See Exhibit A Section 4 and Exhibit B Appendix B for more details.

The total amount paid will not exceed \$5,518,800.

(11) OBLIGATED AMOUNT										
\$5,518,800										
(12) AMOUNT	(13) FUND	(14) DEPARTMENT	(15) SID	(16) PROGRAM	(17) ACCOUNT	(18) PROJECT/GRANT	(19) CHARTFIELD 1	(20) CHARTFIELD 2	(21) BUDGET REFERENCE	
\$5,518,800	12060	DH46961	22766	51005	51210	2066124				2016

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS		(22) STATUTORY AUTHORITY	
(23) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE) 	TITLE AREA MANAGER	DATE 10/16/17	
(24) AGENCY (AUTHORIZED OFFICIAL) 	TITLE Commissioner	DATE 10/16/17	
(25) OFFICE OF POLICY & MANAGEMENT/DEPARTMENT OF ADMINISTRATIVE SERVICES SEE ATTACHED EMAIL	TITLE	DATE	
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)  Joseph Rubin	ASSOC. ATTY. GENERAL	DATE 10/24/17	

Personal Service Agreement

SECTION 1

This Personal Service Agreement (hereinafter referred to as the "**Agreement**") is entered into by and between the State of Connecticut acting through the Department of Housing (hereinafter "**DOH**" or the "**Agency**") having an office at 505 Hudson Street, Hartford, CT 06106, pursuant to Connecticut General Statutes ("**CGS**") §§ 4-8, 8-206 and WSP USA Inc, a New York corporation, having its principal offices at 500 Winding Brook Drive, Glastonbury, CT 06033 (hereinafter "**Contractor**"). The parties agree that the services specified below shall be provided by Contractor in strict compliance with the provisions of this Agreement.

SECTION 2 CONTRACT PERIOD AND DEFINITIONS

A. Agreement Period. The term of this Agreement will commence as of the date it is fully executed by the parties hereto including, if applicable, the Attorney General of the State of Connecticut or his or her designee, and will run until September 30, 2022, or the earlier termination of this Agreement.

B. Definitions. Whenever the following terms or phrases are used in this Agreement, they shall have the following meaning unless the context clearly requires otherwise:

- (i) Affiliate: The term "Affiliate" means any person, as defined in CGS § 12-1, 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 percent (10%) of the voting securities of the other person. The word "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.
- (ii) Bid: A Bid submitted in response to a Solicitation.
- (iii) Bidder: A person or entity submitting a competitive Bid in response to a Solicitation.
- (iv) Claim: The term "Claim" shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
- (v) 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 Agreement in any capacity.
- (vi) Day or day: Whenever the term Day or day is used, it shall refer to all calendar days, other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
- (vii) Goods: All things which are movable at the time that the Agreement is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in this Agreement and as set forth in Exhibit A and Exhibit B.
- (viii) Perform: For purposes of this Agreement, the verb "to perform" and the Contractor's performance set forth in Exhibit A and Exhibit B are referred to as "Perform," "Performance" and other capitalized variations of the term.
- (ix) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in Performing the Agreement, 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.

- (x) Services: The performance of labor or work, as specified in the Solicitation and as set forth in Exhibit A and Exhibit B.
- (xi) Solicitation: A State request, in whatever form issued, inviting bids, proposals or quotes for Services, typified by, but not limited to, an invitation to bid, request for proposals, and request for information or request for quotes.
- (xii) State: The State of Connecticut, including DOH, and any office, department, board, council, commission, institution or other agency of the State.
- (xiii) Termination: An end to the Agreement prior to the end of its term whether effected pursuant to a right which the Agreement creates or for a breach.
- (xiv) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.

SECTION 3 CANCELLATION & TERMINATION PROVISIONS

A. This Agreement may be canceled at will by either party upon 30 days written notice delivered by certified mail. Notwithstanding any provisions in this Agreement, the Agency, through a duly authorized employee, may terminate the Agreement whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing, pursuant to the provisions of Section 4 of this Agreement, of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Agreement prior to such date.

B. Upon termination of the Agreement, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Agreement shall survive such Termination to the extent not otherwise limited in the Agreement and without each one of them having to be specifically mentioned in the Agreement. Termination of the Agreement pursuant to this section shall not be deemed to be a breach of contract by the Agency.

C. If the Contractor breaches the Agreement in any respect, the Agency shall provide written notice of the breach to the Contractor and afford the Contractor an opportunity to cure within ten (10) days from the date that the Contractor receives the notice. Notwithstanding the foregoing, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period may be extended if the Agency is satisfied that the Contractor is making a good faith effort to cure but the nature of the breach is such that it cannot reasonably be cured within the right to cure period specified in the written notice of breach. The notice may include an effective Agreement Termination date if the breach is not cured by the stated date and, unless otherwise modified by the Agency in writing prior to the Termination date, no further action shall be required of the Agency to effect the Termination as of the stated date. If the notice does not set forth an effective Agreement Termination date, then the Agency may terminate the Agreement by giving the Contractor no less than twenty four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Agreement, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit A.

SECTION 4 NOTICE

Unless otherwise expressly provided to the contrary, any other notice provided under this Agreement shall be in writing and may be delivered personally or by certified mail in the manner set forth in this section. All notices shall be effective if delivered personally or by certified mail to the following addresses:

State: State of Connecticut
Department of Housing
505 Hudson Street, 2nd Floor
Hartford, CT 06106
Attention: David Kooris

Contractor: WSP USA Inc
500 Winding Brook Drive
Glastonbury, CT 06033
Attention: Anthony Moretti

The parties may change their respective addresses for notices under this paragraph upon prior written notification to the other.

SECTION 5 SPECIFICATION OF SERVICES

The Services to be Performed by the Contractor pursuant to this Agreement are set forth on Exhibit A and Exhibit B which are attached hereto and made a part hereof.

SECTION 6 COST AND SCHEDULE OF PAYMENTS

- A. The State shall pay the Contractor a total sum not to exceed \$5,518,800 for services performed under this Agreement.
- B. The Contractor shall be compensated for fees based upon work performed, documented, and accepted by the State.
- C. The Contractor shall submit invoices on a periodic basis, not less often than quarterly. Invoices shall, at a minimum, include the Contractor name, the Agreement Number, the Contractor's Federal Employer Identification Number, the billing period, and an itemization of expenses by line item.
- D. Invoices for deliverables shall include an identification of the deliverable; if printed material, a copy of the deliverable; and the date that the deliverable was provided to the State.
- E. Invoices for services billed by the hour shall include the name and title of the individual providing the services, the dates worked, the number of hours worked each day with a brief synopsis of the work performed, the rate being charged for the individual, and the total cost for that person's work during the billing period.
- F. Invoices for expenses, if allowed, shall include a detailed account of expenses specifying the day when and purpose for which they were incurred as well as all receipts, invoices, bills and other available documentation or if no documentation is available, a detailed accounting of the computation used to determine the reimbursable cost, as evidence of the actual cost of such expenses. Such expenses may include, but are not limited to: mileage at current State approved reimbursement rate; costs of travel including coach airfare and hotels; and office expenses such as, phone calls, copying, postage and package delivery incurred in connection with the service pertaining to this Agreement. All expenses will be reimbursed at cost.
- G. The State shall assume no liability for payment for services under the terms of this Agreement until the Contractor is notified that the Agreement has been accepted by DOH, and if applicable, approved by DOH, the Department of Administrative Services and/or by the Attorney General of the State.

SECTION 7

REPRESENTATIONS AND WARRANTIES

A. The Contractor represents and warrants to the Agency for itself and any Contractor Parties, as appropriate, that:

- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Agreement. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Bid, if applicable, and the Agreement and have the power and authority to execute, deliver and Perform their obligations under the Agreement;
- (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the Agency under and pursuant to the Agreement, including, but not limited to (1) CGS Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) CGS Title 4a concerning State purchasing, including, but not limited to CGS § 22a-194a concerning the use of polystyrene foam;
- (c) the execution, delivery and Performance of the Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- (e) as applicable, they have not, within the three (3) years preceding the Agreement, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Agreement, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;
- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three (3) years preceding the Agreement had one or more contracts with any governmental entity terminated;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Agreement and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Agreement or any assignments made in accordance with the terms of the Agreement;
- (i) to the best of their knowledge, there are no claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Agreement;
- (j) they shall disclose, to the best of their knowledge, to the Agency in writing any claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Agreement, no later than ten (10) days after becoming aware or after they should have become aware of any such claims. For purposes of the Contractor's obligation to disclose any claims to the Agency, the ten (10) days in the section of this Agreement concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;
- (k) their participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of CGS Title 1, Chapter 10 concerning the State's Code of Ethics;

- (l) the bid, if any, was not made in connection or concert with any other person, entity or bidder, including any affiliate of the Contractor, submitting a bid for the same Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Agreement using their own resources or the resources of a party who is not a bidder;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with such Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Agreement and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from the Agency, such information as the Agency may require to evidence, in the Agency's sole determination, compliance with this section;
- (u) if either party Terminates the Agreement, for any reason, the Contractor shall relinquish or cause to be relinquished to the Agency all Title to any Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Agency in connection with Performance of the Agreement;
- (v) they shall not copyright, register, distribute or claim any rights in or to any work product created in the Performance of this Agreement after the effective date of the Agreement without the Agency's prior written consent;
- (w) if they procure any Goods, they shall sub-license such Goods and that the Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (x) they shall assign or otherwise transfer to the Agency, or afford the Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Agency.

B. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the 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 the Agreement, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

SECTION 8 OTHER CONDITIONS

A. Entire Agreement

This Agreement embodies the entire agreement between the State and Contractor on the matters specifically addressed herein. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. This Agreement shall supersede all prior written agreements between the parties and their predecessors. No changes, amendments, or modifications of any of the terms or conditions of the Agreement shall be valid unless reduced to writing, signed by both parties, and approved by the Attorney General or his designee. This Agreement shall inure to the benefit of each party's heirs, successors, and assigns.

B. Changes in Service

When changes in the services are required or requested by the State, Contractor shall promptly estimate their monetary effect and so notify the State. No change shall be implemented by Contractor unless it is approved by the State in writing; and, unless otherwise agreed to in writing, the provisions of this Agreement shall apply to all changes in the services. If the State determines that any change materially affects the cost or time of performance of this Agreement as a whole, Contractor and the State will mutually agree in writing to an equitable adjustment.

C. Independent Contractor

Contractor represents that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such services. Contractor shall act as an independent Contractor in performing this Agreement, maintaining complete control over its employees and all of its subcontractors. Contractor shall furnish fully qualified personnel to perform the services under this Agreement. Contractor shall perform all services in accordance with its methods, subject to compliance with this Agreement and all applicable laws and regulations. It is acknowledged that services rendered by the Contractor to the State hereunder do not in any way conflict with other contractual commitments with or by the Contractor. If applicable, Contractor shall deliver copies of any and all current license(s) and registration(s) relating to the services to be performed under this Agreement to the State, at the time of the execution of this Agreement, as evidence that such are in full force and effect.

D. Laws and Regulations

This Agreement shall be interpreted under and governed by the laws of the State of Connecticut. Contractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this Agreement.

E. Labor and Personnel

At all times, Contractor shall utilize approved, qualified personnel and any State approved subcontractors necessary to perform the services under this Agreement. Contractor shall advise the State promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to Contractor involving Contractor's employees or subcontractors which may reasonably be expected to affect Contractor's performance of services under this Agreement. The State may then, at its option, ask Contractor to arrange for a temporary employee(s) or subcontractor(s) satisfactory to the State to provide the services otherwise performable by Contractor hereunder. The Contractor will be responsible to the State for any economic detriment caused the State by such subcontract arrangement.

Contractor shall, if requested to do so by the State, reassign from the State's account any employee or authorized representatives whom the State, in its sole discretion, determines is incompetent, dishonest, or uncooperative. In requesting the reassignment of an employee under this paragraph, the State shall give ten (10) days notice to Contractor of the State's desire for such reassignment. Contractor will then have five (5) days to investigate the situation and attempt, if it so desires, to satisfy the State that the employee should not be reassigned; however, the State's decision in its sole discretion after such five (5) day period shall be final. Should the State still desire reassignment, then five (5) days thereafter, or ten (10) days from the date of the notice of reassignment, the employee shall be reassigned from the State's account.

F. Conflicts, Errors, Omissions, and Discrepancies

In the event of any conflict between the provision of this Agreement and the provisions of Form CO-802A to which this Agreement is attached, the provisions of this Agreement shall control.

In case of conflicts, discrepancies, errors, or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by Contractor to the State for clarification. The State shall issue such clarification within a reasonable period of time. Any services affected by such conflicts, discrepancies, errors, or omissions which are performed by Contractor prior to clarification by the State shall be at Contractor's risk.

G. Indemnification

(a) In addition to the specific covenants of indemnification set forth in this Agreement, the Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims or other Claims arising, directly or indirectly, in connection with this Agreement, including the acts of commission or omission (collectively, the "Acts") of the Contractor 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 Agreement. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, if applicable, proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of this Agreement.

(b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

(c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor. The State shall give the Contractor reasonable notice of any such Claims.

(d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of this Agreement, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) Without limiting the other insurance requirements set forth under this Agreement, the Contractor shall carry and maintain at all times until the expiration of the Agreement, and during the time that any provisions of this Agreement survive a termination, sufficient general liability insurance to satisfy its obligations under this Agreement. The Contractor shall name the State and DOH as additional insureds on the policy and shall provide a copy of the policy or satisfactory evidence of such insurance coverage to DOH. 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.

(f) This section shall survive the expiration or termination of this Agreement and shall not be limited by reason of any insurance coverage.

H. Nondisclosure

Contractor shall not release any information concerning the services provided pursuant to the Agreement or any part thereof to any member of the public, press, business entity or any official body unless prior written consent is obtained from the State.

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

All services performed by Contractor shall be subject to the inspection and approval of the State at all times, and Contractor shall furnish all information concerning the services. At the State's request, the Contractor shall provide the State with hard copies or an electronic format of any data or information in the possession or control of the Contractor which pertains to the State's business under this Agreement.

(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 are in any way related to, or involved in, the performance of this Agreement.

(b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete records in any way related to, or involved in, the performance of this Agreement. The Contractor shall make all of its and the Contractor Parties' records (in any way related to, or involved in, the performance of this Agreement) 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) All audits and inspections shall be at the Contractor's expense.

(e) The Contractor shall retain and maintain accurate records and documents relating to performance of services under this Agreement for a minimum of three (3) years after the final payment by the State and shall make them available for inspection and audit by the State. Any subcontractor under this Agreement shall retain and maintain accurate records and documents relating to performance of services under this Agreement for a minimum of three (3) years from the expiration of the subcontract. Any duly authorized employee, agent, representative, or contractor of the State, including, but not limited to, the State Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all books of account, records, and other documents of the Contractor relating to the Agreement, including but not limited to those records and accounts for the fiscal year(s) in which the award was made, for a period of three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. The provisions of this section shall survive the expiration of the Agreement. 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. The Contractor will cooperate fully with DOH in connection with any interim or final audit relating to the Agreement that may be performed. Unless otherwise required by DOH or the State, any audits must be conducted in accordance with the Audit Guide.

(f) The Contractor shall cooperate fully with DOH, the State and their respective employees, agents, representatives, or contractors 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) The Contractor shall incorporate this entire section verbatim into any contract or other agreement that it enters into with any Contractor Party or subcontractor providing services in connection with this Agreement.

(h) The Contractor shall provide for an annual financial audit acceptable to DOH for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The audit shall be in accordance with the Audit Guide for Audits of the State of Connecticut Department of Economic and Community Development ("DECD") programs published by DECD, as it may be modified or superseded from time to time, (the "Audit Guide"), and the requirements established by federal law and state statute (collectively, the "Audit Standards"). If the Contractor is not subject to a federal and/or state single audit, it shall be subject to a Cost Certification and Independent Auditor's Report within one hundred twenty (120) days of the Agreement Completion Date or at such times as required by DOH. The Cost Certification and Independent Auditor's Report shall be in the form prescribed by DOH in the Audit Guide, as the same may be amended from time to time. An independent public accountant shall conduct the audits or

complete the Cost Certification and Independent Auditor's Reports, as applicable. At the sole discretion and with the approval of DOH, examiners from the State may conduct project-specific audits. The Contractor will comply with federal and state single audit standards as applicable.

(i) Repayment to State Based Upon Audit. In the event that the audit referred to subsection (h) of this Section demonstrates that the actual expenditures made by the Contractor in connection with the Agreement are less than the amount of the funds disbursed to the Contractor, any such excess shall become immediately due and payable by the Contractor to DOH. Upon repayment by the Contractor of such excess, the stated amount of this Agreement shall be amended, as applicable, so as to evidence the actual amount of funds received by the Contractor.

J. Insurance

The Contractor, at its sole expense, agrees to secure and keep in full force and effect at all times during the term of this Agreement as defined in Section 2 above, a one million dollar (\$1,000,000) liability insurance policy or policies provided by an insurance company or companies licensed to do business in the State of Connecticut. Said policy or policies shall cover all of the Contractor's activities under this Agreement and shall state that it is primary insurance in regard to the State, its officers and employees. The State shall be named as an additional insured.

~~In addition, the Contractor shall at its sole expense maintain in effect at all times during the performance of its obligations hereunder the following additional insurance coverages with limits not less than those set forth on Exhibit C attached hereto and made a part hereof, as the same may be revised from time to time, with insurers and under forms of policies approved by the State Insurance Commissioner to do business in Connecticut:~~

*AAZ
10/20/17
SMK
10/23/17*

None of the requirements contained herein as to types, limits, and approval of insurance coverage to be maintained by Contractor are intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

Contractor shall deliver Certificates of Insurance relating to all of the above referenced coverages to DOH at the time of the execution of this Agreement as evidence that policies providing such coverage and limits of insurance are in full force and effect, which Certificate shall provide that no less than thirty (30) days advance notice will be given in writing to the State prior to cancellation, termination or alteration of said policies of insurance.

K. Non-Waiver

None of the conditions of this Agreement shall be considered waived by the State or the Contractor unless given in writing. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

L. Promotion

Unless specifically authorized in writing by the Secretary of DOH, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies:

- (a) in any advertising, publicity, promotion; or
- (b) to express or to imply any endorsement of Contractor's products or services; or
- (c) to use the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

M. Confidentiality

1. All data provided to Contractor by the State or developed internally by Contractor with regard to the State will be treated as proprietary to the State and confidential unless the State agrees in writing to the contrary. Contractor agrees to forever hold in confidence all files, records, documents, or other information as designated, whether prepared by the State or others, which may come into Contractor's possession during the term of this Agreement, except where disclosure of such information by Contractor is required by other governmental authority to ensure compliance with laws, rules, or regulations, and such disclosure will be limited

to that actually so required. Where such disclosure is required, Contractor will provide advance notice to the State of the need for the disclosure and will not disclose absent consent from the State.

2. **"Confidential Information"** shall mean any sensitive security information or personally identifiable information about an individual 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, telephone number, 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 facial images, fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the State classifies as "personal," "confidential," "restricted," or "highly restricted," including, but not limited to medical or disability information. Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records that are lawfully made available to the general public.

3. **"Confidential Information Security Incident"** shall mean, generally, an instance where an unauthorized person or entity is suspected of having accessed 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; (4) if such Confidential Information is maintained in a manner that allows for or causes a substantial risk of identity theft or fraud to an individual, Contractor, contractor, DOH, the Connecticut Department of Administrative Services ("**DAS**") or the State; or (5) the accessing or disclosure of Confidential Information by any person for unauthorized purposes, regardless of whether the Confidential Information is encrypted.

4. Protection of Confidential Information.

(a) Contractor and Contractor Parties, at their own expense, have a duty to and shall 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 current industry standards.

(b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the State 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;
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 or being transmitted electronically.

(c) The Contractor and Contractor Parties shall notify the Connecticut Department of Administrative Services ("DAS"), the State and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, 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, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the State and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or 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. The Contractor's costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the State, any State of Connecticut entity or any affected individuals.

(d) The 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 Health Insurance Portability and Accountability Act of 1996 or any provisions of this Agreement concerning the obligations of the Contractor as a business associate of a covered entity (as such terms are defined in 45 C.F.R. § 160.103).

N. Subpoenas

In the event the Contractor's records are subpoenaed pursuant to CGS § 36a-43, the Contractor shall, within twenty-four (24) hours of service of the subpoena, notify the person designated for the State in Section 4 of this Agreement of such subpoena. Within thirty-six (36) hours of service, the Contractor shall send a written notice of the subpoena together with a copy of the same to the person designated for the State in Section 4 of this Agreement.

O. Survival

The rights and obligations of the parties which by their nature survive termination or completion of the Agreement, including but not limited to those set forth herein in sections relating to Indemnity, Nondisclosure, Promotion, and Confidentiality of this Agreement, shall remain in full force and effect.

P. Americans with Disabilities Act

This clause applies to those Contractors which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the term of this Agreement. Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Contractor to satisfy this standard either now or during the term of this Agreement as it may be amended will render the contract voidable at the option of the State upon notice to the Contractor. Contractor warrants that it will hold the State harmless from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act.

Q. Nondiscrimination.

1. For purposes of this Section, the following terms are defined as follows:
 - i. "Commission" means the Commission on Human Rights and Opportunities;
 - ii. "Contract" and "contract" include any extension or modification of the Agreement;
 - iii. "Contractor" and "contractor" include any successors or assigns of the Municipality or contractor;
 - iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;

- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

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

3. 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.

4. The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission 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.

5. The contractor agrees to comply with each provision of CGS §§ 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by the Commission pursuant to CGS §§ 46a-56, 46a-68e, 46a-68f and 46a-86.

6. The contractor agrees to provide the Commission 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 CGS §§ 4a-60 and 46a-56.

7. The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

8. The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the contractor's commitments under CGS § 4a-60a, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

9. The contractor agrees to comply with each provision of CGS § 4a-60a and with each regulation or relevant order issued by said Commission pursuant to CGS § 46a-56; and

10. The contractor agrees to provide the Commission 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 CGS §§ 4a-60a and 46a-56.

If the contract is a public works contract, the contractor agrees and warrants that he or she will make good faith efforts to employ Minority business enterprises as subcontractors and suppliers of materials on such public works project.

Determination of the contractor's good faith efforts shall include, but shall not be limited to, the following factors: the contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of Minority business enterprises in public works projects. The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

The contractor shall include the provisions of subsections (1) through (9) of this subsection (Q) in every subcontract or purchase order entered into in order to fulfill any obligation of the contract 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 CGS § 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.

The contractor agrees to comply with the statutes, regulations, and other legal requirements referred to in this subsection (Q) as they exist on the date of this Agreement and as they may be adopted or amended from time to time during the term of the Agreement and any amendments thereto.

R. Executive Orders

1. Executive Order No. 3. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, concerning labor employment practices and, as such, this Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the Agreement is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

2. Executive Order No. 17. This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, concerning the listing of employment openings and, as such, this Agreement may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

3. Executive Order No. 16. This Agreement is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace and, as such, the contract may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. 16. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. 16 is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order.

4. Executive Order No. 14 and Executive Order No. 49. Pursuant to Governor Dannel P. Malloy's Executive Order No. 49 promulgated May 22, 2015 concerning fairness and transparency in the contracting process, Contractor shall comply with the certification requirements of CGS §§ 4-250 and 4-252, for all personal service agreement contracts with a value of \$50,000 or more in a calendar or fiscal year by executing and filing the respective certifications with DOH. This Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 49 and 14 are applicable, they are deemed to be incorporated into and are made a part of this Agreement as if they had been fully set forth in it.

S. Sovereign Immunity

The Contractor recognizes that the State, of which DOH is a part, is sovereign and the Contractor agrees not to make any Claims of a right to use the defense of sovereign immunity as the State's agent without the prior written consent of the Commissioner to be granted in the Commissioner's sole discretion. Nothing contained herein may be construed as a modification, compromise, waiver or limitation 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 Agreement. To the extent that this section conflicts with any other section, this section shall govern.

T. Assignment

This Agreement shall not be assigned by either party without the express prior written consent of the other.

U. Severability

If any part or parts of this Agreement shall be held to be void or unenforceable, such part or parts shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable.

V. Headings

The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

W. Third Parties

The State shall not be obligated or liable hereunder to any party other than the Contractor.

X. Non Waiver

In no event shall the making by the State of any payment to the Contractor constitute or be construed as a waiver by the State of any breach of covenant, or any default which may then exist, on the part of the

Contractor and the making of any such payment by the State while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the State in respect to such breach or default.

Y. Contractor Certification

The Contractor certifies that the Contractor has not been convicted of bribery or attempting to bribe an officer or employee of the State, nor has the Contractor made an admission of guilt of such conduct which is a matter of record.

Z. Large State Contracts

Pursuant to CGS §§ 4-250 and 4-252, Contractor must present at the execution of each large State contract (having a total cost to the State of more than \$500,000 in a calendar or fiscal year) an executed gift certification, which Contractor shall update as prescribed by CGS § 4-252(a). In addition, pursuant to Governor Dannel P. Malloy's Executive Order No. 49, anyone who executes and files said gift certification shall also execute and file a campaign contribution certification disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

AA. State Contracting Standards Board

Per CGS § 4e-7, Contractor acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for DOH's consideration and final DOH determination, termination of the Agreement. "**For Cause**" means: (1) a violation of the State ethics laws (CGS Chapter 10) or CGSs § 4a-100 or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or State contracting agency.

BB. Large State Construction or Procurement Contract

The following provision is only applicable if this Agreement is a large state construction or procurement contract (as defined below). Pursuant to CGS § 1-101qq, the summary of State ethics laws developed by the Office of State Ethics pursuant to CGS § 1-81b (the "**Summary**") is incorporated by reference into and made a part of the Agreement as if the Summary had been fully set forth in the Agreement.

"**Large state construction or procurement contract**" means any contract, having a cost of more than five hundred thousand dollars, for (A) the remodeling, alteration, repair or enlargement of any real asset, (B) the construction, alteration, reconstruction, improvement, relocation, widening or changing of the grade of a section of a state highway or a bridge, (C) the purchase or lease of supplies, materials or equipment, as defined in CGS § 4a-50, or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building.

CC. Disclosure of Consulting Agreements

Pursuant to CGS § 4a-81, the chief official of the Contractor, for all contracts with a value to the State of fifty thousand dollars or more in any calendar or fiscal year, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such State agency, whether or not direct contact with a State agency, State or public official or State employee was expected or made. As used herein "**consulting agreement**" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the CGS Chapter 10 as of the date such affidavit is submitted in accordance with the provisions of CGS § 4a-81.

DD. Retaliation Prohibition

This Agreement may be subject to the provisions of CGS § 4-61dd. In accordance with this statute, if an officer, employee or appointing authority of a large state 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 CGS § 4-61dd(a). 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. In accordance with CGS § 4-66dd(f), 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. As used in CGS § 4-61dd, a "large state contract" means a contract between an entity and a state or quasi-public agency having a value of five million dollars or more and (2) "large state contractor" means an entity that has entered into a large state contract with a state or quasi-public agency.

EE. Campaign Contribution and Solicitation Prohibitions

For all State contracts, as defined in CGS § 9-612, as amended from time to time, having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit C.

FF. Non-Discrimination Certification

Pursuant to CGS §§ 4a-60(a)(1) and 4a-60a(a)(1), every Contractor is required to provide the State with a non-discrimination certificate for all State contracts regardless of type, term, cost or value. The appropriate form must be submitted to the awarding State agency prior to contract execution. Copies of "nondiscrimination certification" forms that will satisfy the statutory requirements may be found on the website of the Office of Policy & Management. The applicable certification form must be signed by an authorized signatory of the Contractor (or, in the case of an individual contractor, by the individual).

GG. Iran Certification

Effective October 1, 2013, DOH Iran Certification Form 7 must be submitted for any large state contract, as defined in CGS § 4-250. DOH Iran Certification Form 7 must always be submitted with the bid, if applicable, or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located. Entities whose principal place of business is located outside of the United States are required to complete the entire form, including the certification portion of the form. United States subsidiaries of foreign corporations are exempt from having to complete the certification portion of the form. Those entities whose principal place of business is located inside of the United States must also fill out the form, but do not have to complete the certification portion of the form.

HH. Forum and Choice of Law

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

II. Health Insurance Portability and Accountability Act of 1996.

(a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Agreement, the Contractor must comply with all terms and conditions of this Section of the Agreement. If the Contractor is not a Business Associate under HIPAA, this Section of the Agreement does not apply to the Contractor for this Agreement.

(b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Agreement in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and

- (c) The State of Connecticut Agency named on page 1 of this Agreement ("**Agency**") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("**HITECH Act**"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, D and E (collectively referred to herein as the "HIPAA Standards").
- (f) For the purposes of this Section, the following definitions shall apply:
- (1) "**Breach**" shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 for purposes of this Section II. and shall also include a use or disclosure of PHI that violates the HIPAA Standards.
 - (2) "**Business Associate**" shall mean the Contractor.
 - (3) "**Covered Entity**" shall mean the Agency of the State of Connecticut named on page 1 of this Agreement.
 - (4) "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - (5) "**Electronic Health Record**" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
 - (6) "**Individual**" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - (8) "**Protected Health Information**" or "**PHI**" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
 - (9) "**Required by Law**" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (10) "**Secretary**" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (11) "**More stringent**" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - (12) "**This Section of the Agreement**" refers to the HIPAA Provisions stated herein, in their entirety.
 - (13) "**Security Incident**" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (14) "**Security Rule**" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.

(15) **"Unsecured protected health information"** shall have the same meaning as the term as defined in 45 C.F.R. 164.402.

(g) Obligations and Activities of Business Associates.

(1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Agreement or as Required by Law.

(2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Agreement and in accordance with HIPAA standards.

(3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Agreement.

(5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Agreement or any security incident of which it becomes aware.

(6) Business Associate agrees, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the business associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.

(7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.

(8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.

(9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.

(10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

(11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the

Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

(12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.

(13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.

(14) In the event that an individual requests that the Business Associate

- (A) restrict disclosures of PHI;
- (B) provide an accounting of disclosures of the individual's PHI;
- (C) provide a copy of the individual's PHI in an electronic health record; or
- (D) amend PHI in the individual's designated record set

the Business Associate agrees to notify the Covered Entity, in writing, within five (5) business days of the request.

(15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without

(A) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Agreement and

(B) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations.

(16) Obligations in the Event of a Breach.

(A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Agreement, any breach of unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Agreement.

(B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

(C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:

1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.

2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).

3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.

4. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.

5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and; if so, contact information for said official.

(D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (g) (16) (C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.

(E) If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.

(F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.

(G) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(h) Permitted Uses and Disclosure by Business Associate.

(1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure Provisions

(A) Except as otherwise limited in this Section of the Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(B) Except as otherwise limited in this Section of the Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(C) Except as otherwise limited in this Section of the Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(i) Obligations of Covered Entity.

(1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(j) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Agreement.

JJ. Certain contracts for performance of governmental functions. Records and files subject to Freedom of Information Act.

This Agreement may be subject to the provisions of CGS § 1-218. In accordance with this statute, each contract in excess of two million five hundred thousand dollars (\$2,500,000) 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 the 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 CGS §§1-205 and 1-206.

For purposes of CGS § 1-218, a governmental function is defined in CGS § 1-200(11) which provides that "Governmental function" means the administration or management of a program of a public agency, which program has been authorized by law to be administered or managed by a person, where (A) the person receives funding from the public agency for administering or managing the program, (B) the public agency is involved in or regulates to a significant extent such person's administration or management of the program, whether or not such involvement or regulation is direct, pervasive, continuous or day-to-day, and (C) the person participates in the formulation of governmental policies or decisions in connection with the administration or management of the program and such policies or decisions bind the public agency. "Governmental function" shall not include the mere provision of goods or services to a public agency without the delegated responsibility to administer or manage a program of a public agency.

SECTION 9 WORK PRODUCT

- A. All products of the work under the terms of this Agreement shall become and remain the property of the State. This shall include all partially completed work in the event that the Agreement is terminated before completion for any reason. Pursuant to section 4a-52-14 of the Regulations of Connecticut State Agencies, the State shall have and retain sole and exclusive right and title in and to the forms, maps or other materials produced for the state, including all rights to use, distribute, sell, reprint, or otherwise dispose of same. The Contractor shall not copyright, register, distribute or claim any rights in or to said forms, maps or other materials or the work produced under this Agreement.
- B. (1) The Contractor shall transfer to the State, as part of the consideration for this Agreement, any and all copyright rights or other proprietary interests which the Contractor may have in materials produced by it under the terms of this Agreement ("**Work Products**"); and that the Contractor shall, whenever so requested by the State, sign (with proper notarization or other lawful acknowledgement of its signature) and deliver to the State a letter agreement, in form and content satisfactory to the State, stating that the Contractor thereby irrevocably transfers to the State all of its copyright and other proprietary rights in the Work Products designated by the State in its related request.
- (2) If deemed appropriate by the State in its sole discretion, the Contractor shall agree that any or all Work Products shall be deemed a work of joint authorship by the State and the Contractor for copyright purposes, and shall be registered as such with the United States Copyright Office. The Contractor hereby waives any right to oppose or object to such a claim of joint authorship or to such related copyright registration.
- C. The Contractor shall not engage or allow any party ("**Other Party**") other than itself or the State to contribute directly to the creation of any Work Product unless the Contractor has first obtained from said Other Party a written agreement ("**Secondary Agreement**") containing essentially the same terms as Section B above; i.e., the Other Party (1) shall agree to transfer to the State any and all copyright or other proprietary rights said Other Party may have in designated Work Products, or, if the State requests, shall agree to deem such Work Product a work of joint authorship by the State and by Other Party, and, if appropriate, by the Contractor also; and (2) shall agree to sign (with proper notarization or other lawful acknowledgement of its signature) and deliver to the State any letter agreement ("**Letter Agreement**") of the kind described in Section B above which the State shall request from it. The Secondary Agreement between the Contractor and an Other Party shall provide expressly that any such Letter Agreement delivered by the Other Party to the State shall be directly enforceable by the State, and that the execution, delivery, and enforceability of such a Letter Agreement are part of the consideration for the Secondary Agreement.

EXHIBIT A

SPECIFICATION OF SERVICES

1. Background

Contractor shall provide DOH with assistance in implementing the four infrastructure projects for resilience that will be constructed in the City of Bridgeport (Rebuild by Design pilot project, University Avenue, Earthen Berm, and Resilience Center) as part of the National Disaster Resilience initiative of the US Department of Housing and Urban Development ("HUD") on the terms and conditions more particularly set forth in this Exhibit A.

2. Contractor's Responsibilities

Contractor shall, and, as applicable, shall require its subcontractors to, all to the satisfaction of DOH in its sole discretion:

- a. Manage the multidisciplinary group of engineers, architects, urban strategists, and landscape architecture professionals including the Contractor and their sub-contractors identified in 3.f. below towards completion of this scope of work including administering finances and reporting, addressing the needs and concerns of project stakeholders identified through the engagement process described in 2.b. below, establishing and maintaining effective communications with DOH, including biweekly meetings (alternating between phone and in-person), and developing and maintaining the project schedule.
- b. Conduct a robust public engagement and stakeholder outreach process including staffing of the Community Advisory Committee and Technical Advisory Committee as outlined in DOH's 5th Substantial Amendment to its Community Development Block Grant – Disaster Recovery action plan, utilizing traditional and social media for meeting announcement and updates on this scope of work including maintenance of the project website in accordance with the terms and conditions of Exhibit B, and continuing the public and key stakeholder engagement process initiated through the Rebuild by Design-funded process conducted by DOH's prior consultants, Resilient Bridgeport with meetings or events of a number and type more particularly set forth in Exhibit B.
- c. Identify and analyze a series of alternatives designed to meet the three NDR-funded projects' objectives of delivering a raised egress corridor for 60 Main Street and other properties in the South End of Bridgeport, protecting the eastern portion of the South End from future sea level rise and storm conditions while enhancing connectivity to the waterfront, managing stormwater including green infrastructure strategies, and continuing community resilience through the construction of a Resilience Center for the South End neighborhood. Select a preferred alternative that maximizes benefits and minimizes costs.
- d. Complete an Environmental Impact Statement in conformance with the requirements of the National Environmental Policy Act (NEPA) that results in a Record of Decision enabling DOH to proceed with the construction of the preferred alternative.
- e. Design the preferred alternative that emerges from the NEPA process to the level of preliminary design through surveying, engineering, and modeling resulting in an approximately thirty percent (30%) design package including list of required permits, a Benefit-Cost Analysis, and construction plan including cost estimation, pre-construction feasibility investigation, and pre-construction planning.
- f. Prepare a district energy feasibility study for the South End of Bridgeport and submit the same to DOH for review and approval no later than December 31st, 2018.
- g. Perform the duties, services and requirements set forth in Exhibit B in accordance with its terms and conditions.

3. DOH's Responsibilities

The State of Connecticut, acting by and through the Department of Housing shall:

- a. Provide written authorization to the Contractor to begin working in accordance with the terms and conditions of this Agreement after it has been approved by the Office of the Attorney General, which will establish the start date for incurring reimbursable expenses;
- b. Obtain funding from HUD in the amount of \$5,518,800 per the terms of the award;
- c. Use reasonable efforts to process reimbursement requests within forty-five (45) days from the receipt of such requests from the Contractor;
- d. Take reasonable actions required to secure the HUD funds; provided, however, delays resulting from action or inaction by the United States Government in making these funds available to DOH are beyond DOH's control and no liability shall attach for any such delays;
- e. Establish priorities of work to be performed by the Contractor, which priorities will be subject to change from time to time at the discretion of DOH; and
- f. Approve in writing all acceptable sub-contractors brought on by the Contractor for the purposes of conducting any of the tasks outlined in this Exhibit A and further detailed in Exhibit B or elsewhere in this agreement. Approved sub-contractors previously identified include Arcadis; Waggonner & Ball Architects; Reed Hilderbrand LLC; Yale Urban Design Workshop; BL Companies; NuPower, LLC; Groundwork Bridgeport, Inc.; Archaeological and Historical Services, Inc.; Logical Environmental Solutions, LLC; Martinez Couch & Associates, LLC; Keville Enterprises, Inc.; and Antinozzi Associates.

4. Payments

DOH shall make payments to the Contractor based on percent completion towards final deliverable, documented, and accepted by DOH in response to invoices submitted not less often than quarterly based on percent completion of each task against the following schedule (detailed further in Exhibit B, Appendix B) as the same may be revised from time to time by mutual agreement of the parties:

- a. Project Management: \$125,100
- b. Public Engagement and Stakeholder Outreach: \$620,550
- c. Feasibility Study, Hydraulic Studies, Alternatives Analysis, & Conceptual Design: \$1,352,100
- d. NEPA Environmental Impact Statement: \$1,071,550
- e. Preliminary Design and Cost Estimation: \$1,740,400
- f. South End District Energy Feasibility Study: \$341,000
- g. Expenses: \$268,100

5. This Agreement may be suspended or terminated by DOH if the Contractor fails to comply with the federal requirements to which DOH is subject under the Community Development Block Grant – Disaster Recovery program.

EXHIBIT B

Architectural, Engineering, Environmental Review + Construction Management Services | Rebuild by Design + National Disaster Resilience

Scope of Services

July 31, 2017

Submitted by:



CONTENTS

Contents	3
0.1 PROJECT MANAGEMENT PLANS AND CONTROLS.....	5
0.2 MEETINGS.....	6
1. Task 1: Stakeholder Engagement	7
1.1. PUBLIC ENGAGEMENT.....	7
1.1.1. COMMUNITY ENGAGEMENT PLAN (CEP).....	7
1.1.2. COMMUNITY ADVISORY COMMITTEE (CAC) AND TECHNICAL ADVISORY COMMITTEE (TAC).....	8
1.1.3. PUBLIC MEETINGS AND OUTREACH EVENTS.....	8
1.1.4. ADDITIONAL OUTLETS.....	9
1.2. AGENCY AND STAKEHOLDER COORDINATION MEETINGS.....	10
1.2.1. AGENCY, CITY AND KEY MUNICIPAL STAKEHOLDERS.....	10
1.2.2. KEY GEOGRAPHIC STAKEHOLDER MEETINGS.....	10
2. TASK 2: FEASIBILITY STUDY, HYDRAULIC STUDIES, ALTERNATIVES ANALYSIS, AND CONCEPTUAL	14
2.1. DATA COLLECTION, SITE VISIT, AND BASE MAPPING.....	14
2.2. Project Goals and Alternatives Selection Criteria.....	15
2.3. Basis of Design.....	15
2.4. PRELIMINARY ALTERNATIVES SELECTION.....	16
2.5. MODELING FOR CURRENT CONDITIONS AND PROPOSED ALTERNATIVES.....	18
2.5.1. ESTABLISH CLIMATE CHANGE FRAMEWORK (SEA LEVEL RISE + PRECIPITATION).....	18
2.5.2. WATERSHED-BASED HYDROLOGIC ANALYSIS AND COASTAL MODELING.....	19
2.5.3. STORMWATER MODELING.....	20
2.5.4. MODELING TO COMPARE PRELIMINARY ALTERNATIVES.....	21
2.6. PRELIMINARY INVESTIGATIONS.....	22
2.7. PREFERRED ALTERNATIVE SELECTION.....	24
2.7.1. CONCEPTUAL DESIGN FOR ALTERNATIVES.....	24
2.8. SELECTION OF PREFERRED ALTERNATIVE.....	25
3. TASK 3: ENVIRONMENTAL IMPACT STATEMENT	27
3.1. PROJECT INITIATION, NOTICE OF INTENT (NOI), AND SCOPING.....	27
3.2. PREPARE DRAFT EIS/EIE.....	28
3.3. COMPLETION OF THE DRAFT AND FINAL EIS/EIE, AND ROD.....	29
4. TASK 4: PRELIMINARY DESIGN OF NDR PROJECTS AND COST ESTIMATION	30
4.1 DETAILED SURVEY AND SITE INVESTIGATIONS.....	30

4.1.1. ADDITIONAL SERVICE – COASTAL RESOURCES AND WETLAND IDENTIFICATION AND DELINEATION.....	31
4.1.2. ADDITIONAL SERVICE – GEOTECHNICAL INVESTIGATION	31
4.2. DESIGN DEVELOPMENT.....	32
4.2.1. PEER REVIEW DESIGN EXCHANGE.....	33
4.3. ENGINEERING SUPPORT.....	33
4.3.1. STORMWATER, STRUCTURAL AND COASTAL ENGINEERING	34
4.3.2. CIVIL DESIGN AND UTILITIES.....	35
4.3.3. TRAFFIC ENGINEERING	36
4.4. MODELING.....	36
4.5. REQUIRED PERMITTING	37
4.5 BENEFIT – COST ANALYSIS (BCA).....	38
4.6. COST ESTIMATION, PRE-CONSTRUCTION FEASIBILITY INVESTIGATION, AND PRE-CONSTRUCTION PLANNING	38
4.6.1. COST ESTIMATION.....	38
4.6.2. DESIGN MID-POINT VALUE ENGINEERING SESSION	39
4.7. PRELIMINARY (30%) DESIGN DRAWING SET AND DESIGN DEVELOPMENT REPORT.....	39
5. Task 5: Energy Study	40

APPENDICES

Appendix A: Summary of Meetings

Appendix B: Budget Table

Appendix C: Organizational Chart

Contractor (also referred to in this Exhibit B as “WSP”) shall lead a multidisciplinary group of engineers, architects, urban strategists, and landscape architecture professionals (“the Team”) responsible for community engagement, alternatives selection, an Environmental Impact Statement (EIS), and a 30% design of the preferred alternative for the four infrastructure projects more particularly described in Exhibit A (hereafter collectively referred to as “the Project”). Contractor will provide these services to the State of Connecticut Department of Housing (“the Client”). Contractor’s work will focus on the development of the 30% design and achieving a Record of Decision for the multiple components of the eastern South End resilience strategy conceptualized in the Connecticut State Agencies Fostering Resilience (SAFR) National Disaster Resilience Competition application (collectively the “NDR Infrastructure”). To complete the scope outlined below, Contractor and subcontractor staff will be organized into a series of teams further defined with their participants in the organizational chart in Appendix C.

0 PROJECT MANAGEMENT

Contractor shall establish a “Project Management Team” (as more particularly described in Appendix C) that will provide project management services integrated throughout Tasks 1-5 (set forth below) and for any additional services incorporated into this scope of services. The Project Management Team will be a trusted partner to the Client for organizing, coordinating, and facilitating execution of project activities. Project management activities shall generally include:

- Administering the invoicing, billing, and project reporting for the project team effort;
- Identification of project requirements;
- Addressing the needs, concerns, and expectations of project stakeholders;
- Establishing and maintaining effective communications within the Team and with the Client;
- Developing and updating the project schedule;
- Managing stakeholders towards meeting project requirements; and
- Balancing competing project constraints such as scope, quality, schedule, budget, resources, and risks.

0.1 PROJECT MANAGEMENT PLANS AND CONTROLS

Project controls will be set-up at the start of the Project. The purpose of project controls is to establish a system of project plans, baselines, and performance measures that provide timely and accurate feedback on the status of the project. The Project Management Team will monitor and manage

the scope of work, schedule, and budget to deliver quality services for the Client. To aid in that effort, the Project Management Team will develop the following management tools, subject to the review and approval of the Client:

- Project Management Plan (PMP)
- Quality Assurance/Quality Control Plan
- Risk Register
- Project Schedule

The Project Management Team will maintain up to date information on the status of the project scope, budget, and schedule, and provide monthly status reports to the Client consistent with Contractor's invoicing schedule.

0.2 MEETINGS

The Project Management Team will coordinate meetings with the Client, stakeholders identified through the activities of Task 1 set forth below, and the agencies of the State and the City of Bridgeport ("City") necessary to achieve the successful execution of the Project. The Project Management Team will meet with the Client on a bi-weekly basis during the term of this agreement, with one-half of those meetings anticipated to be in-person and one-half of those meeting by phone.

The Project Management Team will encourage the scheduling of meetings to coincide with travel plans for key remote team members to optimize the ability for key staff to attend key meetings during anticipated visits to Bridgeport.

(A detailed listing of anticipated meetings can be found in scope appendix A)

Table 1 – Summary of Meetings

Description		# of Meetings
Public Engagement		35
Agency, City, and Key Municipal Stakeholders		31
Key Geographic Stakeholder Meetings		30
Program Management		39
	Total	135

1. TASK 1: STAKEHOLDER ENGAGEMENT

Contractor shall conduct a project engagement effort as a continuation of outreach, education, and the expansion of community capacity building in the City. Contractor shall build upon the leadership, momentum, and knowledge base established during the Resilient Bridgeport Rebuild by Design (RBD) effort ("Bridgeport RBD"). The Engagement Team (as more particularly described in Appendix C) will seek community feedback to inform preferred alternative selection, to advance the design of a preferred alternative, and to establish a pathway that can achieve long-term holistic resilience for the community and the City.

The stakeholder engagement program will focus attention on the eastern South End where the NDR Infrastructure will be located. The program will transition seamlessly from critical Bridgeport RBD planning efforts by maintaining the current familiar community venue at 7 Middle Street, while expanding the engagement to additional local facilities.

Two types of engagement will inform the project: (1) resilience education and (2) targeted project-scale engagement concerning the infrastructure investments focusing on rounds of outreach with key business owners, institutions, property owners, developers, anchor institutions, and utilities. Contractor will merge these efforts as we form specific alternatives, building community consensus around project designs.

1.1. PUBLIC ENGAGEMENT

1.1.1. COMMUNITY ENGAGEMENT PLAN (CEP)

The Engagement Team will develop a Community Engagement Plan (CEP) building off the framework established in the Citizen Outreach Plan submitted as part of the State's 5th Substantial Amendment to their Community Development Block Grant Disaster Recovery (CDBG-DR) Action Plan that will outline the engagement effort throughout the project timeline to ensure the continuation of community capacity building and meet all EIS and Environmental Impact Evaluation (EIE) requirements. The Engagement Team will prepare a draft plan for one round of review by the Client. Based upon Client input, the CEP will be finalized and submitted subject to final approval by the Client. The CEP will form the basis for public outreach throughout the envisioned 18-month project schedule.

Deliverable: Project CEP

1.1.2. COMMUNITY ADVISORY COMMITTEE (CAC) AND TECHNICAL ADVISORY COMMITTEE (TAC)

The Engagement Team will work closely with the Client and as directed through the U.S. Department of Housing and Urban Development (HUD) Substantial Amendment, to form a Community Advisory Committee (CAC) and a Technical Advisory Committee (TAC). The CAC will be comprised of community leaders (e.g., advocates, city employees, local residents) to serve as an advisory panel representing the interests of the local community throughout the design effort. The TAC will be comprised of technical experts within the State Agencies Fostering Resilience (SAFR) council, agencies of the State, the City, and other key technical stakeholders that can advise and provide input towards design, and provide assistance in targeting permit requirements, critical design decisions, and policy concerns associated with project design elements. The Engagement Team will generate an initial list of candidates for review and revision by the Client and then conduct written and verbal communication with candidates to recruit CAC and TAC membership. The CAC and TAC will form a leadership base for current and future resilience work and will advise on community priorities.

The Engagement Team will convene meetings with the CAC on a quarterly basis (up to 6 total meetings over the 18-month schedule) coordinated with public outreach to review design effort progress. The Engagement Team will convene up to three meetings of the TAC during the 18-month schedule to review design at key points to be determined as the design effort progresses. The Engagement Team will develop agendas and presentation materials suitable to the meeting subject. Meeting minutes will be produced and submitted to the Client for one round of review before being distributed as final.

Deliverable(s): List of CAC and TAC membership with appropriate contact information. Agendas, presentation materials and meeting minutes for CAC and TAC meetings.

1.1.3. PUBLIC MEETINGS AND OUTREACH EVENTS

The outreach for the NDR Infrastructure is a continuation of the Bridgeport RBD effort. The outreach program can be defined as three connected efforts. The first effort, which will conclude prior to the commencement of this contract, is the Bridgeport RBD study that developed the long-term strategy for resilience in Bridgeport and focused outreach on the larger Bridgeport community. The second effort is the Bridgeport RBD Pilot ("RBD Pilot"), which focused on the development of a stormwater management pilot project in the South End of Bridgeport. The third component is the NDR Infrastructure. Initial alternatives for the NDR Pilot were presented as a component of Bridgeport RBD. The Engagement Team will focus the outreach effort on the NDR Infrastructure. The RBD Pilot will be included in the EIS/EIE analysis to be conducted by the Contractor, and therefore updates on the RBD Pilot will continue to be a central component of the outreach effort associated with engagement for the NDR Infrastructure.

Outreach will be structured into up to six rounds of engagement. The Engagement Team will structure an introductory round of outreach, followed by up to five quarterly outreach sessions.

These outreach sessions will be coordinated with EIS/EIE public events and CAC and TAC meetings. Each round will be scheduled to coincide with key project development milestones, ensuring efficient coordination with the overall project schedule and adherence to regulatory requirements. Each session will be structured to allow for interactive dialogue to ensure significant and ongoing engagement. Where applicable, activities will be constructed to allow for real-time design development during events, where team members and community members will be encouraged to work through ideas in a workshop/charrette environment.

The Engagement Team is committed to building partnership opportunities to build capacity for community resilience in support of HUD's mandate to educate a generation to become resilient thinkers. The engagement effort will place particular emphasis on young people living in Bridgeport and their role in shaping a resilient future. The Engagement Team will work with State and City government entities and community members to conceptualize new modes of outreach such as school education programs and sub-grants that provide necessary capacity and resources for partnering organizations and institutions to become local leaders in building resilience.

Outreach efforts will message multiple audiences including the general public, elected officials, involved stakeholder groups, and City and State agencies. A typical round of outreach will include a general public meeting and three additional targeted outreach events. Each outreach round will be discussed and structured with input from the Client. The scope includes up to 24 total specific outreach meetings/events (up to four per round – see Appendix A).

The Engagement Team will engage the community in the review and comment process for the project EIS. This effort assumes one public scoping meeting and one public hearing. These two events will be coordinated with up to six rounds of outreach. Presentation materials for all engagement events will be drafted and sent for one round of combined comments by the Client before producing in final form.

Deliverable(s): Preparation of materials to support up to six rounds of public engagement (e.g., presentation boards, PowerPoint presentations, factsheets, handouts, and surveys). Presentation materials suitable for two EIS-related public events.

1.1.4. ADDITIONAL OUTLETS

With the project's advancement comes the opportunity to broaden current Resilient Bridgeport assets, such as the existing Resilient Bridgeport project website and social media outlets. The Engagement Team will enhance the Resilient Bridgeport site with which the public is already familiar (www.resilientbridgeport.com) with project goals, news, meeting schedules, detailed overviews of alternatives and construction impacts, as well as integrate a pro-active social media campaign that uses Facebook, Twitter, Instagram, radio announcements and advertisements, and YouTube as opportunities for mobilizing the community, connecting stakeholders and providing access to resources developed during the NDR Infrastructure effort. This communication will support the ultimate marketing campaign for the project's preferred alternative.

The Engagement Team will focus on creating an equitable program that reaches a wide and diverse array of citizens and stakeholders. The engagement effort will focus on the expansion of workforce development opportunities associated with resilience, protection and energy technology. Organizations such as Housatonic Community College, the Workplace workforce training board and the University of Bridgeport will be engaged to create opportunities for partnering and education on workforce development, focusing on technology support and local workforce opportunities. The Engagement Team will provide materials and targeted media that are translated and distributed into up to three languages as necessary. The Engagement Team will identify diverse neighborhood locations for open houses, host informational meetings for each round of outreach milestones, and explore joining neighborhood gatherings, where appropriate, to support equity and environmental justice principles.

1.2. AGENCY AND STAKEHOLDER COORDINATION MEETINGS

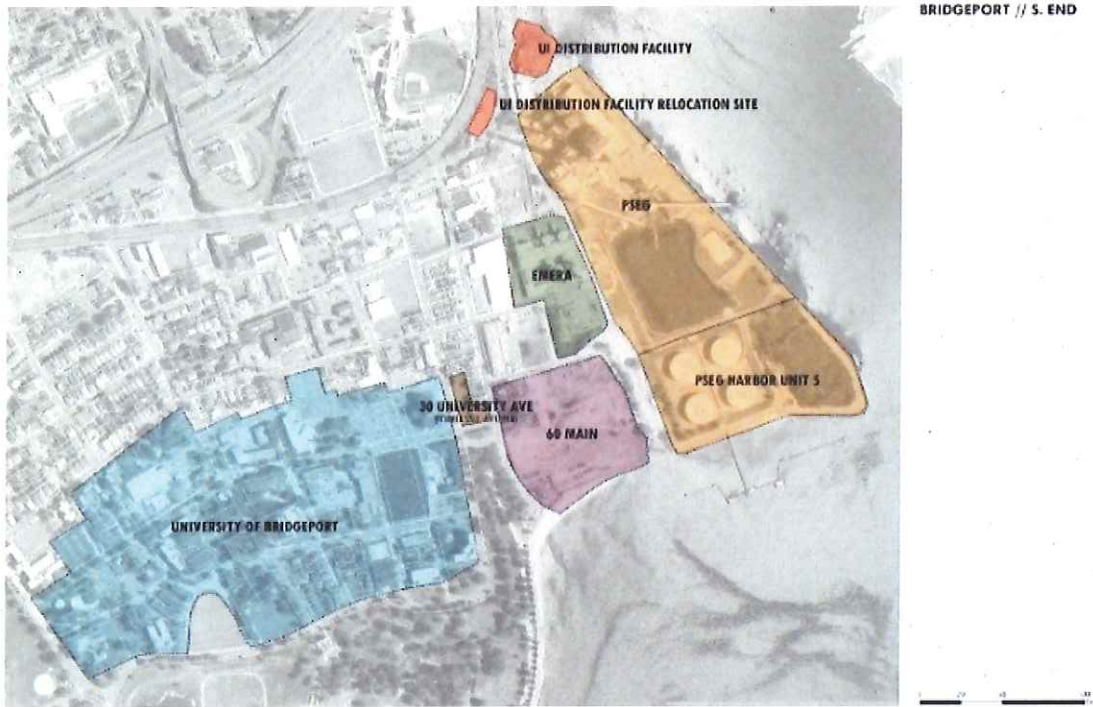
1.2.1. AGENCY, CITY AND KEY MUNICIPAL STAKEHOLDERS

The Design Team (as more particularly described in Appendix C) will meet with key public agencies to coordinate alternative selection, including the City of Bridgeport, the City of Bridgeport Water Pollution Control Authority (WPCA), appropriate Federal agencies, key members of the SAFR council and local utility companies. The Design Team will coordinate this effort through meetings to be held throughout preferred alternative selection, EIS and 30% design development.

1.2.2. KEY GEOGRAPHIC STAKEHOLDER MEETINGS

The Design Team, in coordination with the Client, will meet with key stakeholders with specific physical connections to the NDR Infrastructure, including major local energy facility owners (Public Service Enterprise Group (PSEG), Emera, and United Illuminating (UI)), the University of Bridgeport ("the University"), and private developers along the protection corridor.

Figure 1: Bridgeport Stakeholder Site Plan



1.2.2.1. University of Bridgeport

The Design Team will meet with the University during alternatives development (Task 2) to coordinate design, engage the University in integrated planning and determine the most effective design approach for integrating the raised University Avenue into the University master planning effort. The Design Team will meet with the University to coordinate interface of preferred design with University design plans (Task 4). Associated with this effort, the Team will coordinate opportunities for an educational and workforce development partnership related to the advancement of the University microgrid and resilience initiatives.

1.2.2.2. Private Developer Engagement

The Design Team will conduct meetings with Westport Property Management, the private developer seeking to develop 60 Main Street ("60 Main Street Development"). The Design Team will set up meetings during both the preferred alternative selection effort (Task 2) and the development of 30% design (Task 4) to develop a protection strategy that can be coordinated with future development intent for the site. Through this effort, the Design Team will identify permit requirements and articulate design coordination issues, including but not limited to access, protection policy, maintenance and operations, public-private interface and construction sequencing. The Design Team, in coordination with the Client, will reach out to the property owner/developer at 30 University Avenue ("30 University Avenue Development") to inform that owner/developer of the Contractor's design intentions and coordinate design to enhance development potential for this adjacent site. The Design Team recognizes that there may be additional property owners affected by the project and will coordinate outreach to those parties as part of the public engagement effort (Task 1.1).

1.2.2.3. Energy Provider Facility Owner Coordination

The Design Team will coordinate design with three locally operating energy facility owners to advance opportunities for a protection alignment that considers the needs of all parties, optimizes efficiencies, prioritizes protection and produces co-benefits. The Design Team anticipates meeting individually with each energy facility owner during the development of the preferred alternative (Task 2) and during 30% design development (Task 4). The Design Team will meet with UI to understand the design for protection and schedule for implementation for their new substation, as well as UI's intentions for the existing transmission and distribution substations in the long-term. The Design Team will meet with Emera to review their plans for protection of their generating station, coordinate potential protection schemes and impact upon their operations and to solicit their partnership in an integrated protection strategy that could benefit all stakeholders along the eastern shore right-of-way. The Design Team will meet with PSEG during preferred alternative selection to assess site conditions, utility locations, and decommissioning strategy for Harbor Unit 3, design and construction schedule for Harbor Unit 5, status of earlier decommissioned units and the jet fuel generator, and their impact upon the selection of a preferred protection alignment (Task 2). The Design Team will present potential protection options to determine how protection can be coordinated with PSEG's long-term planning for the site subject to their planning process

outlined in the recently adopted community benefits agreement. The Design Team will meet with energy facility owners during 30% design (Task 4) to coordinate protection alignment with property improvements, long-term plans and decommissioning efforts.

This scope assumes an 18-month project duration and represents a not-to-exceed limit of meetings coordinated with the project fee for services. The Team will work with the Client to coordinate meetings with stakeholders, agencies, CAC and TAC to optimize efficiencies in staffing for meeting attendance. Additional meetings can be accommodated on a negotiated basis. The Team will prepare meeting agendas for all meetings and provide a list of intended participants from the Team prior to each meeting for review and approval by the Client. The Team will prepare meeting minutes for meetings and will distribute a draft of meeting minutes to the Client for one round of review prior to general distribution of meeting minutes.

(For a full list of anticipated meetings see Appendix A).

Deliverable(s): Meeting agendas, suitable meeting material preparation, meeting minutes.

2. TASK 2: FEASIBILITY STUDY, HYDRAULIC STUDIES, ALTERNATIVES ANALYSIS, AND CONCEPTUAL

The Team will select a preferred alternative for the NDR Infrastructure that most appropriately achieves the following intended outcomes:

- A raised resilience corridor that provides dry egress for new development opportunity
- Protection for the community in the eastern South End from future sea level rise and storm conditions that enhances connectivity to water
- A stormwater management strategy that will solve for flood and rain event conditions and will encourage green infrastructure strategies
- Continued long-term resilience development connected to a community center

The Project Area as referred to herein shall be defined as the area approximately bounded by I-95 to the north, Park Avenue to the west, Long Island Sound to the south, and the Pequonnock River to the east, including the extents of the RBD preferred alternative (approximately bounded by I-95 to the north, Cedar Creek to the west, Ridge Avenue to the south, and Park Avenue to the east).

2.1. DATA COLLECTION, SITE VISIT, AND BASE MAPPING

Existing available site data, stakeholder input, and site investigations will form the foundation of information to support the design. The Design Team will review and catalogue readily available existing data (including historic plans, regulatory boundaries, relevant studies and reports, specifications, flood data, property ownership, rights of way, and utility information) for the envisioned protection corridors and the local impacted community and compile this information into an Existing Data Review White Paper. The Design Team will build upon the existing database of information and repository of already accumulated plans, library of conditions, and base maps from previous efforts related to Bridgeport RBD. During the data collection process, members of the Design Team will reach out to the project stakeholders and collect available pertinent information to be added to the project base documents. During this time, the Design Team will coordinate with the Connecticut State Historic Preservation Office (CTSHPO) and the Connecticut Department of Energy and Environmental Protection (CTDEEP) Natural Diversity Database regarding known resources within the project study area so they may be considered early on as avoidance measures if necessary. The Design Team will identify data gaps and establish a program of data collection to fill those gaps. An index for project data references will be prepared and updated throughout the project.

The Design Team will schedule and conduct a site visit to the City's South End neighborhood to

verify conditions and assist with development of the project base map. The base map will include existing features of the Project Area such as streets, plot limits, buildings, parks/public space and project boundaries in AutoCAD format and be utilized by the Design Team in subsequent tasks to develop the design layouts for the Project. The site visit will identify critical features along the alignment route and observe items identified as needing further investigation during the data collection phase. It is assumed the site visit will be limited to two days in the field by up to 12 Design Team members. Photographs and field notes will be taken and incorporated into a Field Report. The Design Team will schedule site visitation on private properties with owners through coordinated outreach with the Client. The Design Team will meet with owners and key stakeholders to gather available information to support base mapping and data inventory.

Deliverable: Existing data review White Paper, Sortable List of Data and Information and recognition of data gaps and actions needed to fill gaps, Project Base Map, and Site Visit Field Report

2.2. PROJECT GOALS AND ALTERNATIVES SELECTION CRITERIA

At the outset of the effort, the Design Team will work with the Client to clarify project goals, form a clear understanding and definition of the principal challenges and the range of reasonable alternatives for meeting project goals. This effort will be coordinated with the EIS Purpose and Need Statement development (Task 3.1). The established goals will define the project objectives while pushing for innovation and fulfillment of resiliency objectives.

In coordination with the project goals, the Design Team will establish a set of selection criteria for evaluating alternatives for the project. While multiple criteria may be established for the evaluation, each criterion will generally fit in one of the following key considerations: responsiveness/effectiveness to the defined problem and other desired outcomes; social, environmental and economic impacts and co-benefits; stakeholder support; schedule; and capital and life-cycle costs. The Design Team will propose goals and selection criteria that will enable the Client, stakeholders, community leaders and the community at-large to build consensus around a preferred alternative. These goals and criteria will guide the alternatives selection process.

Deliverable: Project Goals and Alternatives Selection Criteria

2.3. BASIS OF DESIGN

Upon Client acceptance of project goals, the Design Team will prepare the Basis of Design (BoD) document. The purpose of the BoD is to provide an agreed upon roadmap for the Design Team to follow for progressing design of the preferred alternative alignment of the earthen berm selected to meet the intended outcomes defined above. The BoD shall include, but not be limited to, codes and standards, design life criteria, references, structural/geotechnical design considerations, stormwater management criteria, civil design, utilities, material types, horizontal and vertical datums, environmental conditions, adjacent parcels and structures, and resiliency requirements (e.g., sea level rise estimates and future flood risk). The parameters will encompass

Contractor's goals for community capacity building, economic security, and reconnection, and will establish a holistic resilience approach for this community. The BoD will be of the appropriate level of detail for concept design work and will be revised/updated/reissued in future design phases.

Deliverable: Basis of Design

2.4. PRELIMINARY ALTERNATIVES SELECTION

The NDR Infrastructure alignment is geographically separated into three protection segments (University Avenue, 60 Main Street, and Harbor edge corridor), each having distinct alignment, constructability, regulatory, and process goals and challenges:

- University Avenue segment – infrastructure along the existing University Avenue corridor will be raised to form a line of protection to a to-be-determined point above future flood level that connects to a current high point to the east of Park Avenue and extends to the location of 60 Main Street. This raised infrastructure segment will provide dry egress from the future development envisioned for 60 Main Street.
- 60 Main Street segment - protection will be extended east from the western edge of the 60 Main property through an independent berm or other surge protection line of defense across or adjacent to the planned 60 Main Street Development.
- Harbor edge corridor segment - protection will be extended from the 60 Main Street Development site using a berm or other surge protection line of defense along the eastern side of the South End of Bridgeport that extends north to a to be determined high point in proximity to the Bridgeport minor league baseball stadium.

All alignment segments assume on-land protection. If requested or if seen as a viable solution, Contractor will assess an in-water alignment for its merits. Should an in-water solution be carried forward as one of the three preliminary alignment options, the scope of services will need to be adjusted accordingly to model, test, assess and conceptually design an in-water alignment. With the approval of DOH, resources will be reallocated between tasks to complete the necessary in-water analysis at the expense of other activities recognizing that further approvals by DOH and the Office of Policy and Management will be necessary if additional resources are required.

Building upon the established project goals, BoD, and data collected, the Design Team will conduct a clear and transparent narrowing of multiple conceptual alternatives identified as potential infrastructure means to meeting the intended outcomes defined above down to (a total of) three preliminary alternatives for further evaluation. Alternatives will be weighed using the established criteria for selection (Task 2.2) and be evaluated for their ability to meet the Purpose and Need (Task 3.1). The alignments identified in the *Resilient Bridgeport: Connect, Protect, Grow* document

will form the starting point for the development of alternative alignments for University Avenue and the earthen berm projects. The Design Team will conduct a high-level review of these alignments and will generate the initial alternative list accompanied by diagrams, plans and sketches to illustrate the key elements of each alignment. An alternatives evaluation matrix will be developed that qualitatively captures the effectiveness of alternatives against the broad spectrum of considerations required to craft a resilient solution. This matrix will provide a template from which to achieve consensus around a shortlist of (up to three) alternatives to advance in the EIS/EIE. The effort will include high level general environmental assessment of the range of alternatives under consideration. Phasing and avoidance and minimization of impact to natural and man-made resources will be considered. It is assumed that no calculations will be performed during this stage and that the alignments will be conceptual in nature. The options will include the basic premise that flood protection will be provided by raising roads and providing raised berms/flood protection. Options to retreat, modify local structure elevations, or building adaptation will be discussed in the EIS/EIE, but are not included as part of this evaluation.

The feasibility assessment effort includes determination of a shortlist of potential Community Resilience Center ("Center") alternatives. Initial consideration will be given to three Community Resilience Center typologies:

- Continuation of 7 Middle Street;
- Restoration of an existing building; and
- Construction of a new center.

The Design Team will establish initial siting options based upon order-of-magnitude cost implications, community considerations, microgrid connectivity, access to local community and larger City residents, net zero opportunity, integration with/into protection alternatives and other considerations to be consistent with project goals and the BoD, and reflected in alternative selection criteria. A preliminary programming exercise will be conducted to establish an initial program for the Center, establish a square footage for the Center and to prioritize uses to consider, given the budget available for the facility. Program uses will be prioritized as "necessity," "high priority" and "desired" and will help to shape the size and siting of the facility. The Design Team will develop up to five initial Center options: one existing (7 Middle Street), two rehabilitation options, and two new Center sites. An initial screening will reduce the total options from five to at least one and up to three alternatives that will be paired with the preferred alignment alternative for the flood protection system either as a single preferred direction or as potential alternative concepts (as there may be unique impacts to be considered under each preferred alternative alignment). The Center alternatives will be layered into the alignment alternatives and may be "mixed and matched" with competing alternatives to better understand their potential impact upon preferred alternatives selection.

The recommendations for up to three Center alternatives will be reviewed with key stakeholders, the TAC and CAC, and the public for input to inform our decision on selection. Analysis will include

the development of urban design diagrams to illustrate effectiveness of alternatives, sketch plans, sketch sections derived with engineering input, and written analysis of performance of alternatives against selection criteria. Documentation will be recorded for the rationale behind elimination of alternatives not carried forward.

The results of the selection process will be compiled into a report that will include a narrative for the evaluation process, the evaluation matrix, minutes of meetings, and recommendations for (up to) three alternatives to progress to preferred alternative selection (Task 2.8). A draft report will be submitted for one round of Client review and comment. The Design Team will participate in a meeting to discuss the Client's comments and confirm the three preliminary alternatives. The report will be submitted incorporating the Client's comments as needed and finalizing the agreed upon alternatives for further evaluation.

Deliverable: Alternatives Screening Matrix, Preliminary Alternatives Evaluation Report

2.5. MODELING FOR CURRENT CONDITIONS AND PROPOSED ALTERNATIVES

The Modeling Team (as more particularly described in Appendix C) will model current and future No-Action conditions (the scenario where the Project is not constructed) to establish the baseline for comparison with proposed flood mitigation measures. Modeling will determine the extent of flood risk in the study area, incorporating both inland and coastal risks.

2.5.1. ESTABLISH CLIMATE CHANGE FRAMEWORK (SEA LEVEL RISE + PRECIPITATION)

The Modeling Team will determine the effect of sea level rise on the City's South End neighborhood in accordance with guidance from the Connecticut Institute for Resilience and Climate Adaptation (CIRCA). As noted in CIRCA's 2016, *Current Policies on Sea Level Rise in Connecticut*, "... [National Oceanic and Atmospheric Administration (NOAA) Climate Protection Office (CPO)-1 requires that] the state plan of conservation and development, municipal plans of conservation and development, the civil preparedness plan and program and the municipal evacuation or hazard mitigation plans must 'consider' the sea level change scenarios from the NOAA report." The Modeling Team will consult with CIRCA regarding any new or pending Connecticut-specific climate change recommendations to receive input on Connecticut-specific climate change issues and to coordinate the recommendations for climate change values with CIRCA. In addition to sea level rise, the Modeling Team will meet with the CTDEEP and CIRCA at the start of the project to discuss current practice and approaches on climate change impacts on future precipitation. Predicting sea level rise and climate change is inherently filled with uncertainty and hence this project will establish a balance of estimated data and risk tolerance including the project's useful life and the criticality of assets the flood protection system is intended to protect. The Modeling Team will develop a letter that discusses the site present and future conditions and vulnerability to flooding, establishes a range of sea level rise estimations, reviews available data and—ultimately in coordination with the stakeholders—established sea level rise values to be used for the project design life.

Deliverable: Climate Change Framework Letter Report

2.5.2. WATERSHED-BASED HYDROLOGIC ANALYSIS AND COASTAL MODELING

Flooding conditions can result from both coastal and inland flooding. The watershed-based analysis will consider the potential for flood conditions due to precipitation within the Pequonnock River watershed and adjacent watersheds. Riverine flooding conditions will be integrated into the site-specific coastal and stormwater flood model to evaluate potential for flooding on the Pequonnock River along with coastal flooding. Flood elevations will be determined for present day and at two future points in time to be determined with the CAC and TAC, taking into consideration sea level rise, for existing conditions (baseline) and along the three preliminary alternative alignments. This analysis will be used to evaluate perimeter protection geometry and elevation.

The Modeling Team will obtain the Advanced Circulation Model (ADCIRC) coastal hydraulic mesh that was used for the United States Army Corps of Engineers (USACE) North Atlantic Coast Comprehensive Study (NACCS) as a base for the coastal hydraulic model and will modify the existing mesh to include storm flows from the Pequonnock River. This analysis will be undertaken to confirm the assumption that the coastal still water level (as modeled by Federal Emergency Management Agency (FEMA)) will define design conditions and to assess potential flow rates at the project site from high flows on the Pequonnock River. This analysis will be undertaken only for present-day conditions.

Coastal flooding conditions will be evaluated for both extreme still water elevations, including storm surge, and coincident high still water and high wave conditions. It is assumed that the return period (i.e., 10-500 year) still water elevations and design waves will be available from CIRCA for this effort. If they are not, Contractor will use values from other available water elevation references, such as the FEMA Flood Insurance Study (FIS) and USACE NACCS study. Values will be confirmed with the Client prior to use. The Modeling Team will validate the values provided and results will be compared to other available water elevation references (FEMA Flood Insurance Study (FIS) and USACE NACCS)

Contractor shall use offshore wind wave conditions as input into a 1-D wave transformation model such as Simulating Waves in the Nearshore (SWAN). Return period wind wave conditions for the southeast, south, and southwest directions will be extrapolated from the offshore data to the conditions that would occur along the nearshore within the Project Area. This analysis will be completed for present day water levels and for water levels at two points in the future, taking into consideration sea level rise. The modelling criteria including time horizon of future water levels will be specified in the Basis of Design (Task 2.3), which will be submitted to DOH for review and approval. At least one and up to three transects will be used to describe the nearshore wave conditions along the project shoreline. Contractor shall summarize the nearshore wind wave conditions into a table and use the same as input into the wave runup and overtopping analysis

described in the next paragraph.

Contractor will conduct a desktop analysis (using Excel, MathCad, or similar software) of wave runup and overtopping to estimate the flood potential resulting from combined high water and high wave events. This analysis will be conducted for two typical perimeter protection typologies (vertical structure and sloped structure) along the three preliminary alternative alignments for the flood protection system. Wave runup and overtopping will be calculated along the existing shoreline. The analysis of runup and overtopping will look at six combinations of water level and wave conditions with three different freeboards to approximate the optimal perimeter protection elevation that will be used for concept design. Based on this analysis, the Modeling Team will recommend elevation and typical geometry for the perimeter protection along each alignment. The geometry of the perimeter protection may include a combination of walls and sloped features along various portions of each alignment based on space constraints and adjacent land uses. Elevation by perimeter protection type will be provided by Contractor in table format and referenced to a station line along the alignment. Typical geometry sections will be provided in graphical format by Contractor, for use in concept level alternative development.

2.5.3. STORMWATER MODELING

Through prior local work in Bridgeport, the Modeling Team has already adapted the Personal Computer Storm Water Management Model (PCSWMM) with neighborhood-level resolution, capable of identifying and mitigating chronic flood risk. This model will be utilized to test additional solutions to both alleviate chronic flooding and to evaluate interior drainage concepts (e.g., sizing infrastructure to account for rainfall, groundwater, wave overtopping, and sea level rise) for the three preliminary alignment alternatives.

A combined sewer model was developed during the RBD Pilot planning phase to understand chronic flooding mechanisms and mitigation opportunities in the South End. Two flooding mechanisms dominated the findings: (1) the combined sewer system having inadequate capacity to accommodate the stormwater runoff during storm events and (2) downstream boundary conditions, including invert elevations, not providing sufficient slope for water to leave the sewer system by gravity. For the NDR Infrastructure, the Modeling Team will build upon previous modeling and mitigation strategies to alleviate chronic flooding.

The Modeling Team will extract the required information from the City Water Pollution Control Authority's (WPCA) city-scale stormwater model to develop a model of the drainage system interior to the flood risk mitigation facility. Information will be extracted from the model covering the Project Area, This model will be used in conjunction with other available data sources to advance the selection of a preferred alternative. The Modeling Team will process Light Detection and Ranging (LiDAR) data to inform subcatchment areas and stage-storage characteristics interior to the flood risk mitigation facility. The Modeling Team will review the City's model, LiDAR data, and aerial imagery to define model inputs related to: runoff width and slope characteristics, impervious and pervious area coverage types, location and geometry of all pipes crossing the

flood risk mitigation facility, and extraction of sanitary flows interior to the flood risk mitigation facility from the existing combined sewer outfall (CSO) model or in coordination with WPCA.

The Modeling Team will review available geotechnical information to understand pervious area infiltration characteristics including soil types and depth of groundwater table, and coordinate with the Design Team to establish the relationship between the amount and rate of wave overtopping to interior drainage system capacity. The Modeling Team will review the City's stormwater design criteria and historical rainfall data during large storm tide events to assist with the simulation of design and baseline rainfall events.

Once the Contractor has completed the refinements to the WPCA stormwater model, the Modeling Team will use the model to develop Baseline Conditions of the Neighborhood-Scale CSO Model. For the baseline condition (existing Project Area, without the berm) the Modeling Team will determine the origin locations and quantities of CSO system flooding during a range of design rainfall events, including: Mean Higher High Water (MHHW) at 1, 10, and 25 year rainfall with and without sea level rise. The baseline conditions will help to define the rainfall and surge criteria to use in modeling simulations defined below. The Modeling Team will test the following six specific stormwater simulations for no less than two and up to three alternatives with berm protection scenarios:

- High surge, low rainfall with and without SLR
- No surge, high rainfall with and without SLR
- Low surge, higher rainfall with and without SLR

The Design team will use this analysis to gauge opportunities for integrated passive and active solutions to establish the appropriate stormwater management strategies for each alignment. The simulations listed above will allow an understanding of interior drainage performance at a range of alternative alignments, geometries, and elevations. The model outputs will be used to quantify the effectiveness of each strategy in terms of percent reduction in flood volume, flood rates, and CSO event volume. Any over-capacity in the system will be identified to help quantify the overtopping volume that could be accommodated. The outputs of the model will be presented to DOH and the TAC and CAC to assist in their review of alternatives for the Project.

2.5.4. MODELING TO COMPARE PRELIMINARY ALTERNATIVES

Once three preliminary alternatives have been selected (Task 2.4), the Modeling Team will analyze the impacts of the perimeter protection on storm surge, wave conditions, and inundation extents for each preliminary alternative. Some selected additional wave runup and overtopping analysis may be needed based on changes incorporated between modeling of initial alignments and the preliminary alternatives. Inundation extents for the baseline condition and the three preliminary alternatives will be mapped and incorporated into the baseline conditions model. This will graphically illustrate the impact of each alternative on the surrounding area compared to the baseline condition. The Modeling Team shall undertake up to two additional modeling runs for

the RBD preferred alternative, if needed.

A summary of modeling and analysis methodology, assumptions and results will be developed. Supporting presentation materials for the Client, as well as use for stakeholder and public engagement, will be developed.

Deliverable: Concept Design Hydrologic Analysis, Coastal Modeling and Stormwater Modelling Report

2.6. PRELIMINARY INVESTIGATIONS

The Design Team will perform the following preliminary site investigations for the purpose of collecting information to support evaluation of up to three preliminary alternatives:

Initial geotechnical investigation

Based upon a soil boring layout prepared by the Design Team, soil borings will be performed (by a soil boring subcontractor) for up to four land based soil boring locations. The borings will be spaced throughout the proposed alignment to provide an indication of the soil conditions in each area of the site.

Environmental Corridor Land Use Evaluation

No less than two and up to three alternatives will be evaluated for land use impacts (Connecticut Department of Transportation (CTDOT) Task 110 equivalent). The evaluation will include a windshield survey of the alternatives being considered.

Groundwater Monitoring

Groundwater monitoring will be initiated as part of the initial data collection process. The program will consist of up to 12 monitoring wells installed at locations throughout the project area within public right-of-ways or on accessible private properties. Well installation will include local permits, utility clearance, traffic control plan, cutting, testing, and disposal and pavement repair. Water level data recorders will be set up in the wells and collected data will be corrected for barometric pressure changes. The Design Team currently anticipates monitoring up to four wells at a time, collecting one month of data per deployment. Two rounds of monitoring will be conducted, one in the fall and one in the spring. Monitoring shall be continued through the duration of the project to capture groundwater response (during wet season, tropical storm season, etc.) to accumulate the data needed to account for seasonal or annual fluctuations, as well as to extrapolate groundwater levels when accounting for sea level rise. Sufficient groundwater data collected (i.e., multiple months of data with measurements logged every 15 to 30 minutes) will enable the Modeling Team to derive a correlation between nearby tidal measurements and groundwater levels to approximate changes in groundwater levels over time due to rising sea levels.

Preliminary Traffic Data Collection and Analysis

The effects of the construction of the raised section of University Avenue may cause minor local shifts in traffic, with vehicles redistributed to adjacent streets. The Traffic Team (as more particularly described in Appendix C) will examine transportation impacts including analyses of vehicular traffic and parking, pedestrians, bicycle, and transit services at key peak analysis periods. Potential transportation impacts during the construction period will be identified as part of the Construction Impacts chapter of the EIS/EIE.

The Traffic Team will field review existing roadway and intersection geometry including the number and width of travel lanes, intersection controls, vehicle speed, pedestrian and bicycle facilities, transit, and other relevant transportation information. The Traffic Team will compile local condition data for up to five intersection including: lane configuration, sight lines (turning and approach), turn restrictions, parking restrictions, bus stops, pedestrian controls, and signing by location and type (regulatory, warning, informational, school, other).

The Traffic Team will collect daily and peak hour traffic data to support the traffic operations analysis. The Traffic Team will compile daily and peak hour traffic volume data where already available from the City, Metropolitan Council of Governments (MetroCOG), and CTDOT traffic data inventory. Crash data from the City Police Department, and/or University of Connecticut (UCONN) Crash Data Repository will be collected for up to five intersections based on the most recent three-year crash records and will be tabulated based on type, location, and severity. Automatic traffic recorder (ATR) counts, peak hour intersection turning movement volume, and vehicle classification and pedestrian and bicycle counts will be collected if and where necessary to support field investigations.

Future traffic volumes will be developed for the Build condition, assuming construction of the Project, using background growth rates as per CTDOT traffic forecasting regional model and incremental volumes from planned and/or approved projects within and adjacent to the study area, including the 60 Main Street Development. Future forecasted volumes will be inputted into a traffic network for the future Build condition. Practical and realistic measures to mitigate any traffic impacts resulting from the proposed raised University Avenue will be identified and evaluated for the Build condition. These traffic mitigation measures will be coordinated with those mitigation measures previously committed to within the project area.

A traffic impacts white paper report will be developed, including:

- Data collection and evaluation of existing conditions;
- Evaluation of future condition with background traffic growth; and
- Determination of mitigation requirements of the proposed raised intersections along University Avenue at nearby intersections along Lafayette Street, Broad Street, and

Main Street.

Deliverable: Data Reports for Individual Investigations and Analysis

2.7. PREFERRED ALTERNATIVE SELECTION

2.7.1. CONCEPTUAL DESIGN FOR ALTERNATIVES

The Design Team will advance up to three but no less than two alternatives of the flood protection alignment to a conceptual level of detail sufficient to effectively evaluate and ultimately select the preferred alternative. The Design Team will conduct a review of each alignment alternative to flesh out and compare performance of each alternative, as well as to identify key site conditions that could significantly affect implementation (e.g., community impacts, design quality, integration into surrounding context, coordination with planning and development efforts on adjacent and surrounding parcels, connectivity to and with park lands and surrounding neighborhood attractions and downtown Bridgeport, traffic impacts, site environmental contamination, regulatory constraints, costs, ownership, and operations and maintenance issues).

Typical cross-sections of the flood protection infrastructure and associated foundations (gates, walls, and deployables) will be produced based on the Design Team's experience with similar projects and incorporating engineering judgement. Limited calculations may be completed if needed to size major features. The Design Team will conduct a qualitative evaluation of seepage potential and utility considerations. It is assumed that for each of the three selected alignment alternatives seepage potential at two locations will be developed. Concept designs for gates will be developed based on experience with similar sites and engineering judgement.

Plans and sections to identify basic configuration such as structural composition, height, width, character, location, and impact envelopes will be developed. A maximum of three typical sections per alternative will be developed as part of the conceptual (10%) design. Each alignment will be qualitatively evaluated to assess the impacts of the flood protection concepts on surrounding areas (i.e., surge elevation, wave conditions, and inundation extents) to chart performance. Each segment of each alignment will be integrated into the surrounding community context. Protection design will be extended to adjacent properties, incorporating roadway and park connection designs, taking into consideration land use characteristics, program, larger community connectivity and economic, social, and cultural goals prioritized by the eastern South End community. For each alignment, a rough order of magnitude cost estimate for construction of each option for the purpose of comparative analysis will be developed.

The Design Team will develop conceptual plans, urban design diagrams, sections, and sketches to display design intent. The preliminary alternatives will be vetted internally and with the Client to assess feasibility and evaluate conformance with the project goals and selection criteria. The three alternatives will be presented to the TAC, CAC, key stakeholders, and public for insights, advice,

and input. Based upon input from all quarters, the refined alternatives will be presented in concept format, including sketches, plans, and sections to convey each of the three preferred alternatives that will be presented for final screening.

Simultaneous to the screening process for alternative protection alignments, the Design Team will undertake a screening process to arrive at the preferred option for the Community Resilience Center, based upon the previously selected up to three but no less than two preliminary alignment alternatives.

The Design Team will analyze the relative benefits and costs of each of the up to three but no less than one Community Resilience Center options, including cost of construction, programming and operations, and long-term maintenance life-cycle costs. Additional factors, such as accessibility, functionality, sustainability, access, and connectivity to the community will be taken into account in deriving the selection of a preferred approach and location for the Community Resilience Center. The up to three but no less than one alternatives will be evaluated for their symmetry with the preferred protection alignment as the protection alignment will govern decision-making as it impacts Community Resilience Center options. A preferred Community Resilience Center alternative, integrated with the protection alignment, will be selected based upon input from CAC, TAC, stakeholders, and community and integrated into the larger preferred alternative alignment to progress to 30% design.

Deliverable(s): Plans, sections, relevant diagrams, and evaluation write-up for three preliminary alternative alignments and analysis of preferred alignment selection.

Plans, sections, relevant diagrams, and evaluation write-up for three alternative design center sites and analysis of preferred Community Resilience Center alternative selection

2.8. SELECTION OF PREFERRED ALTERNATIVE

As described above, the three alternatives will undergo analysis of performance, siting of physical features, and costs and data information from performance against rain and coastal flooding events to render an informed selection of the preferred alternative. The Design Team will develop a matrix that captures measures of effectiveness (MOEs) that will provide a template from which to achieve consensus around the preferred alternative.

The findings from the design analysis, engineering assessment and modeling will be presented to the Client, key stakeholders, and the public, and a final assessment and selection of the preferred alternative will be made. The preferred alternative as refined by this process will then be carried forward in the EIS/EIE and advanced through preliminary design.

Up to four (4) but no less than two (2) renderings of the preferred alternative illustrating extents, surrounding community context and special features will be developed to be used for public

outreach. The Design Team will develop an overall plan view of the preferred alternative set into future development context, an axonometric or birds' eye view of the community incorporating protection, and two close up views of the protection scheme integrated into community conditions to convey the preferred alternative.

Deliverable: Preferred Alternative Screening Report

3. TASK 3: ENVIRONMENTAL IMPACT STATEMENT

To implement the proposed Bridgeport RBD Pilot and NDR Infrastructure, and secure CDBG-DR funds through HUD, the combined projects must be evaluated in a comprehensive EIS pursuant to the National Environmental Policy Act (NEPA). This scope summarizes the procedural and technical aspects necessary to comply with NEPA including coordination with HUD as lead agency, interagency coordination, publishing the Notice of Intent (NOI), preparing the scoping document, holding a scoping meeting, preparing the EIS documents (preliminary, draft, final), responding to comments, and assisting with publishing the Record of Decision (ROD). The EIS will jointly serve as an EIE that will meet the requirements of the Connecticut Environmental Policy Act (CEPA). The impact assessment process will also ensure compliance with other applicable statutory requirements such as Section 106 of the National Historic Preservation Act, federal Executive Order (EO) 11988 (*Floodplains*) and EO 12898 (*Environmental Justice*).

3.1. PROJECT INITIATION, NOTICE OF INTENT (NOI), AND SCOPING

The EIS Team (as more particularly described in Appendix C) will conduct activities necessary to initiate the NEPA, CEPA, and Section 106 processes including coordination with HUD, other local, state and federal agencies as well as the Design and Engagement Teams. Contractor will convene monthly agency coordination meetings as warranted by EIS/EIE progress with HUD and other relevant Federal agencies through completion of the EIS/EIE in order to ensure timely completion of procedural milestones and technical reviews.

Contractor shall develop a Purpose and Need Statement in coordination with DOH and HUD. Contractor will prepare and deliver to HUD an NOI for publication along with a Scoping Document prepared by the contractor that includes the Purpose and Need Statement and outlines how the EIS/EIE will be prepared. The EIS Team will also complete the five-step floodplain decision-making process and coordinate its publication with HUD. The Scoping Document prepared by the Contractor will provide an overview of the Project and its alternatives as well as an explanation of the technical impact analyses to be undertaken by Contractor. Publication of the Scoping Document in the Federal Register and local publications (and in the Environmental Monitor to initiate the CEPA process) will start a formal public review and comment period, and Contractor will hold a public scoping meeting during this time period to provide an opportunity for community participation and public comment on the scope of the EIS/EIE prior to it being finalized. It is expected that a single scoping meeting and a single public hearing during the public comment period for the Draft EIS/EIE (DEIS/EIE) will be sufficient to accommodate all community stakeholders. Contractor will prepare a final scoping report that will summarize and provide responses to substantive comments at the conclusion of the public comment period. The final scope will be adjusted accordingly subsequent to the report completion. Key steps in this

start-up phase include:

- Initial Consultation with HUD
- Prepare EIS/EIE Scoping and NOI Documents
- Develop Alternatives and Screening Criteria based on the Purpose and Need
- Coordinate with Design and Modeling Teams
- Coordinate/Integrate with Engagement Team
- Begin existing baseline development
- Coordinate for CEPA and CTDEEP
- Early coordination and initiation of Section 106 process
- Publish NOI and Scoping documents
- Complete public scoping meeting and prepare final scope

Deliverable: NOI and Scoping Document

3.2. PREPARE DRAFT EIS/EIE

While scoping is underway, the EIS Team will begin development of the DEIS/EIE, expanding existing baseline conditions, preparing base maps, completing data collection, and commencing analysis of the No Action Alternative (i.e., not implementing the project). After completing the scoping comment period, the EIS Team will summarize public comments in a scoping summary report. At that point, the list of reasonable alternatives for further analysis and inclusion in the EIS/EIE will be defined. Overall, the EIS/EIE will analyze the environmental consequences of the No Action Alternative and project alternatives identified and presented as part of the scoping process.

The key impact assessments for this EIS/EIE will include potential impacts related to historic resources (including documentation of the Section 106 consultation process), environmental justice, water quality/stormwater, utilities, as well as community impacts (e.g., noise and traffic) during the construction period. The cumulative impacts section will address impacts from other actions (past, ongoing and reasonably foreseeable) in the area, such as changes to public housing, other resiliency work and proposed mixed-use development. An initial outline of the DEIS/EIE and key technical evaluations is presented below.

- Executive Summary
- Project Description, Purpose and Need, and Alternatives
- Land Use, Zoning, and Public Policy
- Socioeconomic Conditions/Environmental Justice
- Historic and Cultural Resources
- Urban Design and Visual Resources

- Hazardous Materials
- Natural Resources
- Floodplains and Coastal Erosion Hazard Areas
- Sewer and Water Infrastructure
- Transportation
- Air Quality/Greenhouse Gas Emissions/Climate Change
- Noise
- Construction Impacts
- Public Health
- Mitigation and Minimization of Impacts
- Cumulative Effects

As part of the presentation of the proposed project, the EIS/EIE will also identify the required federal, state, and local permits that will be necessary to implement the proposed Bridgeport RBD Pilot and NDR Infrastructure. The specific permitting requirements may vary, depending on the preferred alternative chosen. Compliance with the various federal EOs, notably the Guidelines for Implementing EO 11988 (*Floodplain Management*) and EO 13690 (*Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input*) will be followed. These guidelines incorporate the Federal Flood Risk Management Standards and amendments and encourage the use of natural systems, ecosystem processes, and nature-based approaches in the development of alternatives for all actions to which EO 11988 applies. Early coordination will ensure a design that will transition seamlessly into permitting processes. The EIS Team is knowledgeable of the various permitting programs in Connecticut and will coordinate closely with the regulatory agencies and stakeholders to ensure efforts are efficient and timely.

Deliverable: DEIS/EIE Document

3.3. COMPLETION OF THE DRAFT AND FINAL EIS/EIE, AND ROD

The EIS/EIE process will be integrated with the ongoing stakeholder engagement efforts to ensure there will be sufficient community acceptance and minimal controversy, reducing the number of comments and extent of changes needed to finalize the EIS/EIE. A public hearing will be held during the public review period to present the EIS/EIE findings and hear comments from the public. After the public review period for the DEIS/EIE, the Team will coordinate with HUD to expeditiously respond to comments and prepare a Final EIS/EIE (FEIS/EIE) that is ready for agency review. Finally, the Team will work with HUD to draft and publish the ROD. Throughout the process, the EIS Team will maintain the documentation of compliance in the Federal Environmental Review Record.

Deliverable: FEIS/EIE Document

4. TASK 4: PRELIMINARY DESIGN OF NDR PROJECTS AND COST ESTIMATION

The Design Team will advance the preferred alternative, selected in Task 2 and advanced in the EIS/EIE, to 30% design. A more detailed level of site investigation, urban design, landscape design, and stormwater, civil, and coastal engineering and modeling will be undertaken to refine the selected alternative and assess its environmental, transportation/traffic, social, and financial impact. The result will be a 30% design that achieves an environmental ROD, identifies construction costs to compare with available funds and funding sources, effectively sites the protection scheme within the larger community context and delineates a specific project (or series of interconnected design packages) to progress to final design and construction. The following summarizes the coordinated steps involved in advancing the Preliminary Design.

4.1 DETAILED SURVEY AND SITE INVESTIGATIONS

The Design Team will perform additional site investigation for advancing the preferred design alternative. Contractor will hire specialized site contractors to perform site investigation services. Budgets for hiring site investigation contractors are based on the assumptions included in this scope and estimates of subcontractor pricing based on past projects. The following additional detailed surveys and site investigations will be conducted:

- Topographic Survey, Property Ownership, Utility, and Right of Way Mapping
- Contaminated Soil and Groundwater Investigation

A current topographic survey encompassing the extents of the selected alternative alignment plus a buffer area adjacent to the alignment extents is required to complete the design. The survey will include mapping of utilities, identification of property ownership, easements, and rights-of-way. The Survey Team (as more particularly described in Appendix C) will develop a full topographic survey base map with the data collected. The survey will conform to Class T-2 standards in accordance with Connecticut General Statutes (CGS) Sec. 20-30b-4 and Sec. 20-300b-11(c).

A detailed contaminated soil and groundwater investigation will be conducted. The Design Team will overlay/evaluate potential disturbances from road, site berm, and utility construction versus known and potential areas of contamination. Up to three (3) but no less than one (1) Phase II site investigations will be conducted along the extents of the alignments. Site investigations will include collection of soil samples along the alignment for soil disposal characterization, as well as groundwater elevations from areas where the depth of excavation is potentially transecting

the water table. As there is much variability and uncertainty in subsurface conditions in the eastern South End, it will be critical to identify and account for subsurface drainage issues prior to construction. Groundwater elevations will be monitored as described in Task 2 through the duration of the project in addition to the establishment of groundwater elevations at the time of the boring.

These investigations will be collated into a detailed Site Investigations Report that will provide a repository of conditions for reference to refine preliminary design. Any actions associated with site investigations that require the hiring of contractors to conduct investigations (e.g., survey, soil borings, and lab testing) will be determined during the preferred alternative selection effort (Task 2) to the extent possible to compress the schedule for investigations. Should any geotechnical borings, topographic survey, Phase II assessment, or other site investigations for the RBD Pilot coincide with NDR Infrastructure timetables, the Design Team will endeavor to integrate its investigations efforts accordingly with RBD Pilot investigations to achieve economies of scale in cost and schedule. Similar survey and investigation effort will be conducted as needed for siting of the Community Resilience Center.

Deliverable: Preliminary Design Site Investigation Report

4.1.1. ADDITIONAL SERVICE – COASTAL RESOURCES AND WETLAND IDENTIFICATION AND DELINEATION

Should coastal resource and wetland identification and delineation be needed because of the selection of the in-water alignment, the Design Team will identify and classify tidal wetlands, if present, in accordance with CGS Section 22a-29 (Tidal Wetlands) and Section 22a-359 (Tidal, Coastal, or Navigable Waters). This delineation will include identification of areas within one foot landward of the Coastal Jurisdiction Line (Elevation 5.0 NAVD 88)/High Tide Line that are deemed “capable of supporting” tidal wetland vegetation and that would fall under CTDEEP jurisdiction. This information will be sketched for later transfer to plan sheets as required for permitting purposes.

The Design Team will also conduct a field delineation of inland wetlands and watercourses in accordance with CGS Section 22a-38(15), and federal wetlands, in accordance with the USACE Wetlands Delineation Manual (1987), where freshwater wetlands are encountered. USACE delineation data sheets/transects will be completed in order to support State and federal permit applications. Field work will include identification of onsite upland and wetland soils, dominant vegetation, and hydrology.

The Design Team will identify and classify coastal resources as defined in the Connecticut Coastal Management Act within the project area. The Design Team shall take representative photographs of the site and surroundings.

4.1.2. ADDITIONAL SERVICE – GEOTECHNICAL INVESTIGATION

While it is anticipated that a geotechnical investigation will be needed as part of Task 4, the scope of the investigation will be dependent on the preferred alternative selected and therefore is not included in the project budget found in Appendix B. Contractor and DOH will negotiate fee for those services upon completion of the Site Investigations Report which will include the scope of necessary borings. The investigation is anticipated to include on-shore geotechnical investigations, analyzing conditions along the preferred alignment to ascertain structural approaches for protection design. An investigation regime for the full alignment will be developed, considering the characteristics of the University Avenue, 60 Main Street Development, and Eastern shore berm alignments. It should be assumed that the Geotechnical investigation will include soil borings and laboratory tests. Boring locations will be located by the topographic surveyor. The Design Team will conduct targeted engineering evaluations to test stability, settlement of the proposed berms, retaining wall design, and floodwall stability. It is anticipated that approximately 15 – 20 land based borings will be performed as part of the investigation.

4.2. DESIGN DEVELOPMENT

Simultaneous to the site investigation effort, the Design Team will refine the preferred alternative and set it within the surrounding built neighborhood context. The Design Team will identify the impacts associated with connecting raised infrastructure into the surrounding street network, parks, open spaces, and adjacent sites. The goal will be to increase connectivity to local amenities and create stronger connections to the waterfront and new public open space, prioritize green infrastructure strategies, and create/identify new development sites. Refinements to specific segments of the design will be developed, coordinated with engineering impacts (including standards compliance) and refined through stakeholder and community involvement.

The Design Team will organize design elements into a series of comprehensive interventions considering architecture, roadway and urban design, landscape design opportunities, and site conditions. Design will be coordinated with drainage, utility, grading, roadway, and geotechnical design considerations to render a preliminary design that is feasible, permittable and in accordance with the design objectives. Design will be refined accordingly based upon collective input from the Client, community and stakeholders. As appropriate, plans, sections, elevations, details, and renderings will be developed to convey design intent and as a basis for dialogue and decision-making.

Deliverable: See Section 4.8

- Stakeholder Coordination

The Design Team will reach out to the University, the impacted private developers, and the energy providers as the design is advanced to 30% development. Coordination meetings(s) will be set with each group, up to the limits in Table 1 and Appendix A, to review design progress, coordinate design with each stakeholder and seek input on aspects of design, financing, scheduling and phasing of the effort to reach compromise approaches for each segment of the alignment

alternatives.

Deliverable: Minutes of Meetings

- **Community Resilience Center Design Development**

The Community Resilience Center will be designed to a sufficient level of detail to properly cost the facility, identify the facility program, and illustrate facility performance. Depending upon selection of the preferred alternative, design development could depict either continued use of the current center at 7 Middle Street, renovation of an existing structure, or a new facility to be built on a site to be designated as part of the preferred alternative selection. The representative design package will reflect the nature of the project (continuation, restoration, and new construction). The Design Team will develop architectural elevations; sections; floor layouts; site plans; mechanical, electrical, plumbing (MEP), structural, and civil packages; and up to three additional renderings to convey the Community Resilience Center location effectively to project stakeholders. A cost estimate for the Community Resilience Center will be developed and incorporated into the overall cost estimate for the 30% submission.

The fee proposal associated with these services will be determined based upon the selection of the preferred Community Resilience Center site as the specific scope and associated fee will be significantly different for renovation of an existing facility versus the construction of a new facility.

Deliverable: 30% Design package for Community Resilience Center (to be incorporated into 30% design package for preferred alternative)

4.2.1. PEER REVIEW DESIGN EXCHANGE

During the preliminary design effort for the preferred alternative, the Team will conduct a one-day charrette with the peer review team (hired under separate contract with the Client) to exchange design ideas, engineering strategies and reflect upon opportunities associated with the design effort. This exchange will help the Team to expand its consideration of design opportunities and expand consideration of engineering techniques that could be employed in the eastern South End context to enhance the quality of the project and recognize efficiencies in design. The design charrette will be conducted to enable a deep dive into the design approach and an open discussion of opportunities beyond the input received from the peer review team as part of their participation in monthly Team meetings. Based upon input received, the Team will make revisions to update the preliminary design as the effort proceeds to 30% design.

Deliverable: Peer Review Design Exchange report

4.3. ENGINEERING SUPPORT

The design effort will be supported by preliminary engineering analysis conducted by the Contractor. Structural, geotechnical, environmental, civil, and traffic engineering preliminary (30%) designs, coordinated with urban design and landscape architecture, will be developed for the preferred alignment. The Design Team will progress with the goals of providing for protection, green infrastructure applications, energy innovation and sustainable roadway design strategies. Innovative solutions will be vetted within the Design Team and tested for feasibility, regulatory implications, environmental compliance, cost implications, and integration into the surrounding context.

4.3.1. STORMWATER, STRUCTURAL AND COASTAL ENGINEERING

The NDR Infrastructure stormwater management strategy will be coordinated with the RBD Pilot and achieve the goals set forth through Bridgeport RBD. The Design Team will build upon previous modeling and mitigation strategies with the goal of alleviating chronic flooding, incorporating innovative green infrastructure, evaluating sewer separation within the network, adding storage and pumping strategies, as well as public space improvements and policy initiatives to integrate future private development projects into the overall stormwater management plan for the district. These options will be considered and folded into the development of the 30% design.

With the addition of protection structures, new drainage challenges will result in areas interior to raised protection locations. The Design Team will conduct analyses to identify strategies to manage interior stormwater runoff for the perimeter protection system during major coastal flood events. Strategies will include a combination of tide gates at stormwater/CSO and/or natural storage in park lands, pumps, and green infrastructure. Strategies to improve stormwater management during chronic rainfall flooding may also provide stormwater management interior to the perimeter protection.

The Design Team will develop a series of protection typologies that will be the basis for assessing utility locations, structural support, and design interventions. In developing the series, Contractor will take into account geotechnical conditions and will develop design for unique structural considerations for specific locations and distinct raised protection construction strategies. The Design Team will develop cross-sections identifying unique structural strategies associated with raised protection typologies to understand cost and context, and to inform design direction. These cross-sections will take into consideration urban design and landscape architecture approaches to the Project and will include the location and sizing of main structural components. The cross-sections will define an impact envelope for the Project. Trade-offs between costs, space allocation for protection, connectivity, aesthetics, and impacts to the context of surrounding neighborhood will dictate the structural approach along the alignment to achieve a project outcome that best aligns with the agreed upon goals of the project. The Design Team will update the conceptual seepage analysis and provide preliminary seepage rates and seepage prevention design. Any gate concepts included in the conceptual design will be developed to a 30% design level at this time. Contractor will produce no less than two and up to four cross-section typologies and no less than two and up to three gate concepts.

4.3.2. CIVIL DESIGN AND UTILITIES

The Design Team will map utilities that will need to be accounted for in design, and cite the implications for working in proximity to these locations. Contractor will use conversations with affected utility service providers and project stakeholders to identify potential obstacles and chart mitigation strategies. The Design Team will integrate district energy utility designs emerging from Task 5 into the preferred alternative to further the goals of the microgrid effort, by leveraging the investment in flood protection to reduce energy infrastructure costs. Contractor's design may accomplish this through special provisions within the new roadways and berms and/or by providing a designated corridor to receive the future electric and thermal piping and facilities.

The preferred alternative will be developed to a 30% design. The CTDOT *Project Development Guide* will serve as the guidance document for roadway design, which will be progressed to a Preliminary Design stage. The Design Team will develop plans and profiles for the impacted streets. Street designs will be integrated into the larger community context, taking into account pedestrian movement, bicycle accommodations, park facilities, landscape and urban design considerations, long-term plans for University expansion, adjacent development considerations, roadway design for complete street opportunities, and strategies to create open space to enhance the public realm associated with street reconstruction. The following locations/areas are anticipated to experience grade changes:

- University Avenue between high point east of Park Avenue and Main Street;
- Lafayette Street at the intersection of University Avenue;
- Broad Street at the intersection of University Avenue;
- Sound View Drive at the intersections of Broad Street and Main Street;
- Main Street between University Avenue and the 60 Main Street Development; and
- Elevated berm along the eastern side of the South End of Bridgeport that extends from the 60 Main Street Development north to the existing CTDOT rail trestle or to a designated point to the south of that trestle that achieves acceptable protection.

The Design Team will develop critical cross-sections of the elevated roadways and berm. These cross-sections will be used to assess the impacts on existing utilities (above and below grade), as well as adjacent properties and structures including access and egress for both pedestrian and vehicular traffic. The Design Team will develop preliminary staging plans that identify potential construction schedules, impacts and detours for vehicular and foot traffic.

The roadway and berm design effort will be aligned with stormwater strategies for the area and will integrate urban and landscape architecture design that enhances the surrounding context in keeping with community and stakeholder goals. The Design Team will explore the suitability and effectiveness and applicability of green technologies to treat the runoff and reduce its peak flow rates.

4.3.3. TRAFFIC ENGINEERING

The Traffic Team will advance the preferred alternative to a 30% preliminary design for striping and signage within the project limit and for any street within the local network.

Deliverable: See Section 4.8

4.4. MODELING

The Modeling Team will advance the wave runup and overtopping analysis to support 30% design, based upon design developments to the preferred alternative to coordinate with drainage, utility, grading, roadway and geotechnical design considerations. For 30% design, the wind wave and wave runup and overtopping analysis will be improved to look at the design conditions related to coastal flooding. This will also provide an opportunity to address any potential impacts of the preferred alternative on adjacent properties and facilities.

The wind wave generation and wave transformation model will be upgraded to a 2-dimensional wave model (i.e. SWAN). This will provide increased resolution of the wave transformation processes through the inlet and around Long Beach and Tongue Points. The same number of wind speeds, directions, and water levels will be run as will be conducted in Task 2. Key existing features will be incorporated into the wave transformation analysis (if appropriate) to evaluate the potential effects of these features on wave breaking.

Based on the refined wave conditions, wave runup and overtopping will be evaluated for the preferred alternative. The number of overtopping locations in this refined analysis will be increased so that the variety of conditions of the perimeter protection can be accurately described. The Modeling Team anticipates that up to three iterations of wave runup and overtopping analysis will be required to optimize the elevation and geometry of the perimeter protection for 30% design level.

Utilizing the refined wave model, the Modeling Team will conduct an assessment of potential impacts to adjacent properties and facilities compared to baseline conditions for present day and two future conditions (the timing of which will be identified working with the CAC and TAC). Potential impacts may include increased wave action and increased stillwater elevations. Recommendations to address any potential impacts will be discussed within the Team and with the TAC. The Modeling Team will provide a summary of modeling and analysis methodology, assumptions and results for inclusion into the Preliminary Design Coastal and Stormwater Modeling Report. While the modeling will be performed in tandem with the 30% design, the Modeling Team will share real-time results with the Design Team and this subtask will complete ahead of the finalization of the 30% design such that the final results can be incorporated into the design. Additional support will be provided for the preparation of presentation materials for the Client, stakeholders and public engagement regarding modeling results and impacts.

The Modeling Team will update the stormwater model prepared for Task 2 with any changes to the alignment (or design) and rerun the storm scenarios outlined in Task 2. Any changes in wave overtopping rates from Task 2 will be updated. Additional details of the pipe network, catch basin, and subcatchments will be added to the interior drainage model to support a level of detail required to advance to 30% design. Event simulations will include both baseline and design events to be used in informing the required interior drainage management improvements (e.g., balancing alternative alignment design elevations with pumping capacities necessary to convey the coincident stormwater runoff and rising groundwater levels interior to the perimeter protection). Coordination with the Design Team will be ongoing to assure that the interior drainage facilities are designed to be consistent with the information informed by the model.

The preliminary design phase will also be used to identify and mitigate any potential impacts to the drainage network outside of and adjacent to the flood risk mitigation facility. This information will supplement the 30% design and the permitting of the project.

Deliverable: Preliminary (30%) Design Coastal and Stormwater Modeling Report

4.5. REQUIRED PERMITTING

During the preliminary design phase, permit requirements, permit strategy, communication with permitting agencies and permitting schedule impact will be evaluated. Contractor shall not be required to prepare or submit any permit applications. Permits anticipated to be considered in the project shall include but are not limited to the following:

- USACE 404 permit
- A combined Structures & Dredging / Tidal Wetland and 401 Water Quality Certification
- Flood Management Certification
- CTDEEP Inland Wetlands
- CTDEEP Stormwater Registration for Construction Activities

The Permitting Team (as more particularly described in Appendix C) will prepare a process timeline and schedule for CLOMR, LOMA, LOMR including the effort that would be advanced during final design. The Permitting Team will identify locations potentially eligible for map changes; however, preparation of the applications is not included in this scope of services. Contractor will not prepare a Conditional Letter of Map Revision (CLOMR), Letter of Map Amendment (LOMA), not Letter of Map Revision (LOMR) in this scope.

The Permitting Team will coordinate with the Design Team for the 30% submission to determine the benefits of utilizing low-impact development techniques, including green streets, eliminating combined sewer outfalls, reducing impervious surfaces and combining restoration with engineering solutions. Coordination of design will aid in fulfilling some of the requirements under the newly

re-issued General Permit for the Discharge of Stormwater from Small Municipal Separate Storm Sewer Systems (MS4 General Permit), helping to achieve improved water quality.

Deliverable: Permit Summary and Strategy Report

4.5 BENEFIT – COST ANALYSIS (BCA)

The Benefit – Cost Analysis (BCA) communicates risk by quantifying expected damages and losses for various hazard scenarios, such as direct physical damage based on replacement costs in current dollars, displacement and relocation costs, expected human impacts, and residual economic impacts from business interruption and lost employment. The Team will prepare an abbreviated BCA to assess and compare up to four total Project alternatives, including the No Action Alternative in the EIS/EIE. Outputs from the BCA will be incorporated into the “current and future risks,” “regulatory context,” “affected environment,” and “socioeconomic conditions” sections of the EIS/EIE. Contractor will design this product to fulfill the requirements of both the HUD CDBG-DR BCA framework and the EIS/EIE. This deliverable will utilize criteria for calculating benefits and incorporating costs which have already been developed under the existing BCAs for RBD and NDR, and incorporate such data into the EIS/EIE so that there is consistency. The Client will be able to use data from this assessment to guide future BCA efforts associated with each part of the Project, if applicable.

Deliverable: BCA white paper for evaluation of EIS alternatives

4.6. COST ESTIMATION, PRE-CONSTRUCTION FEASIBILITY INVESTIGATION, AND PRE-CONSTRUCTION PLANNING

4.6.1. COST ESTIMATION

The refined preliminary design will be reviewed by the Cost Estimator, and a preliminary cost estimate will be generated for all project elements. This cost estimate will then be subjected to a peer review analysis (by others) and value engineering effort comparing costs and offering design suggestions that either add value or decrease project costs. This value engineering effort will be sequenced into the design timeline, providing sufficient time in the schedule to incorporate review and revisions. This task will also include constructability review and construction schedule estimate. Cost estimates will be of a level of detail consistent with a 30% design and industry standards and will include appropriate contingency factors. The Cost Estimator will review a draft final 30% submission and produce a cost estimate to be incorporated into the final 30% design report.

Deliverable: Cost Estimate for Value Engineering Session. 30% Design Cost Estimate

4.6.2. DESIGN MID-POINT VALUE ENGINEERING SESSION

Prior to submitting a draft 30% design for the preferred alternative, the Design Team will conduct a two- to three-day team peer review value engineering charrette. The charrette will be structured to allow the peer review partner to provide input to identify potential cost saving opportunities, out-of-the box thinking on approaches to specific design interventions. The Design Team will present the design approach, rationale for design, and conditions that have impacted design consideration and the peer review team will work with the design team to flesh out details pertaining to coastal engineering, civil engineering, urban design, landscape architecture, geotechnical considerations, energy, etc. The Design Team will present a design package in advance of the session for review by the peer review team.

Concurrent with the design session the Cost Estimating Team (as more particularly described in Appendix C) will meet and reconcile discrepancies in the two estimates and arrive at a reconciled cost estimate that reflects the concurrence of both parties. Based upon input on design changes, the draft 30% design will be amended and a revised cost estimate will be developed for the final 30% design submission.

Deliverable: Draft 30% Design Value Engineering Design Report and Reconciled Cost Estimate

4.7. PRELIMINARY (30%) DESIGN DRAWING SET AND DESIGN DEVELOPMENT REPORT

The Preliminary Design Drawing Package (the "Design Package") will reflect the results of the work completed including stakeholder and public engagement, modeling, cost estimating, preliminary engineering, and value engineering. The preliminary design will include a 30% design drawing set in accordance with the CTDOT *Project Development Guide* and other relevant guidance agreed upon with the Client as part of the BoD. The preliminary design drawing package for the Community Resilience Center will incorporate (as needed) architectural, civil, MEP, structural, landscape, and lighting drawings. The plans will be accompanied by the 30% Preliminary Design Report (the "Design Report").

The Design Report will document the design rationale and assumptions as well as describe the respective design elements. Specific discipline sections from the investigations and design effort will be incorporated into the Design Report. The Team will include previous deliverables (i.e. modeling memos) as appendices with a summary paragraph provided in the Design Report. The Design Package and Design Report will be submitted in draft form for one round of review by the Client and will be submitted as final incorporating Client comments.

Deliverable: Preliminary Drawing Package and Design Report

5. TASK 5: ENERGY STUDY

The purpose of this task is for the Contractor to devise a clean energy blueprint for the South End of Bridgeport in the form of an optimal strategy for integrating the numerous energy assets existing and planned for the South End into a resilient and low-carbon energy system. Once the Contractor identifies the optimal strategy, the Contractor will develop the sizing for required electrical and thermal energy distribution mains so that they can be integrated, if feasible, into the 30% design documents for the physical protection project.

This optimal strategy will be achieved by leveraging the rich mix of energy assets that already exist and other assets that are planned for the South End and environs for local benefit. These include the new PSEG power plant planned for the PSEG site, the existing Emera power plant, the existing solar PV array at the west end of South End, and the existing fuel cells, the planned anaerobic digester, and the existing microgrids on the University of Bridgeport campus and at City Hall. Energy resilience for the South End will be established by expanding or replicating the UB microgrid to also serve non-campus critical facilities, and synergizing and optimizing the interplay of the various energy assets to deliver improved energy services and achieve rigorous energy resiliency for key South End facilities. The optimal strategy produced by the Contractor will constitute a blueprint for achieving this. Additionally, the optimal strategy will identify opportunities to leverage the NDR investment being made in the Project to integrate the goals of energy sustainability and flood protection and to catalyze investment by other sources, especially private capital investment.

In coordination with NDR Infrastructure, the Energy Team (as more particularly described in Appendix C) will engage with PSEG, Emera, UI and other local energy facility owners (as part of Task 1.2 outreach effort), energy experts and area power providers and users to coordinate integration of a district energy strategy into the larger NDR Infrastructure.

Specific efforts in this task include the following:

- **Develop Energy Supply Strategy for Critical Community Assets** – Based on discussions with the City and the University, the Energy Team will develop a strategy to select which critical community assets can be served by the existing microgrid or potential additional infrastructure. Such assets will provide citizens with shelter that will continue to function during future natural disasters even if the conventional electric grid fails to generate or deliver electricity.
- **Specify Peak Heating Load for NuPower Thermal Loop** – Working with NuPower LLC, the Energy Team will specify the peak heating load for the thermal energy loop, based on the work previously completed by NuPower LLC's consultant, Ramboll.

- **Evaluate means of capturing heat from power plants** - Based on discussions with PSEG, Emera, and other smaller scale generators and review of power plant design documents, the Contractor will determine the best means of taking heat from these plants for use by the district heating network.
- **Acquire historical electricity data** – The Energy Team will acquire from United Illuminating the historical electricity distribution data for the existing buildings targeted to be served by the microgrid.
- **Modeling** – The Energy Team will develop an hourly computer simulation using the details obtained in the preceding tasks. This model will be used to develop inputs to a financial pro forma model that will identify the optimal mix of distributed generation and distributed electricity storage assets serving the microgrid. Detailed electricity distribution will then be modeled for the recommended microgrid configuration.
- **Coordinate with civil/coastal engineering** – The Energy Team will coordinate the energy engineering with the civil and coastal engineering to ensure that the district heating and microgrid infrastructure is fully compatible with the physical protection construction.
- **Develop CAPEX and OPEX for thermal energy and microgrid systems** - Based on the recommended means for taking heat from PSEG, Emera, or other smaller generation facilities, the Contractor will develop the estimated capital cost to build the heat recovery system and the estimated on-going maintenance cost for operating this system. Similarly, for the recommended microgrid system, the Contractor will develop the estimated capital cost to build the system and the estimated on-going maintenance cost for operating this microgrid.
- **Develop microgrid financial pro forma** - Using details developed by the preceding tasks, The Energy Team will build a financial pro forma model to analyze the microgrid system options. This model will be used to identify the optimal mix of microgrid system assets.
- **Thermal loop financial pro forma** – The Energy Team will provide NuPower LLC with the CAPEX and OPEX results for the recommended means of taking thermal energy from PSEG and/or Emera. Thus, NDR will provide substantial value in advancing the thermal loop effort. NuPower LLC can then use the information as inputs to the financial pro forma model they have already developed for the thermal loop.
- **Size District Heating and microgrid mains** - Based on the results of the preceding tasks, The Energy Team will size the thermal energy distribution main pipeline and the microgrid

electricity distribution main cabling. Technical specifications for these distribution mains will be provided to the berm designers for inclusion in the 30% design documents.

APPENDIX A

SUMMARY OF MEETINGS

Description	Number of Meetings	
Client Kickoff Meeting	1	
Client Bi-Weekly Meetings	18	Conference Calls
Client Bi-Weekly Meetings	18	In Person
Community Advisory Committee (CAC) Meetings	6	
Technical Advisory Committee (TAC) Meetings	3	
Public Engagement Meetings	6	
Associated Public Events (as part of our six public rounds)	18	
EIS Public Hearing	1	
EIS Public Scoping Meeting	1	
U.S. Dept of Housing and Urban Development (HUD) Meetings	4	
Peer Review Exchange – GEI	1	
Value Engineering Session – GEI	1	
Emera	2	
United Illuminated (UI)	3	
Public Service Enterprise Group (PSEG)	16	
University of Bridgeport	4	
60 Main Street Developer	3	
30 University Avenue Developer	2	
Federal Emergency Management Agency (FEMA)	4	Conference Calls
Connecticut Dept of Energy and Environmental Protection (CTDEEP)	8	
Connecticut Institute for Resilience and Climate Adaption (CIRCA)	4	
City of Bridgeport	4	
U.S. Army Corps of Engineers (USACE)	1	
Connecticut Dept of Transportation (CTDOT)	2	
City of Bridgeport Water Pollution Control Authority (WPCA)	2	
Additional Coordination Meetings (utility coordination)	2	

APPENDIX B

Architectural, Engineering, Environmental Review Construction Management Services
 Rebuild by Design and National Disaster Resilience
 July 18, 2017
 WSP USA Inc.

#	DESCRIPTION	TOTAL COST
0	Project Management	\$ 125,100
1	Public Engagement + Stakeholder Outreach	\$ 620,550
2	Feasibility Study, Hydraulic Studies, Alternatives Analysis, Conceptual Design	\$ 1,352,100
3	NEPA Environmental Impact Statement (EIS)	\$ 1,071,550
4	Preliminary Design of NDR Projects and Cost Estimation	\$ 1,740,400
5	Energy Study	\$ 341,000
		\$ 5,250,700
	Expenses	\$ 268,100
		\$ 5,518,800

APPENDIX C

Organizational Chart

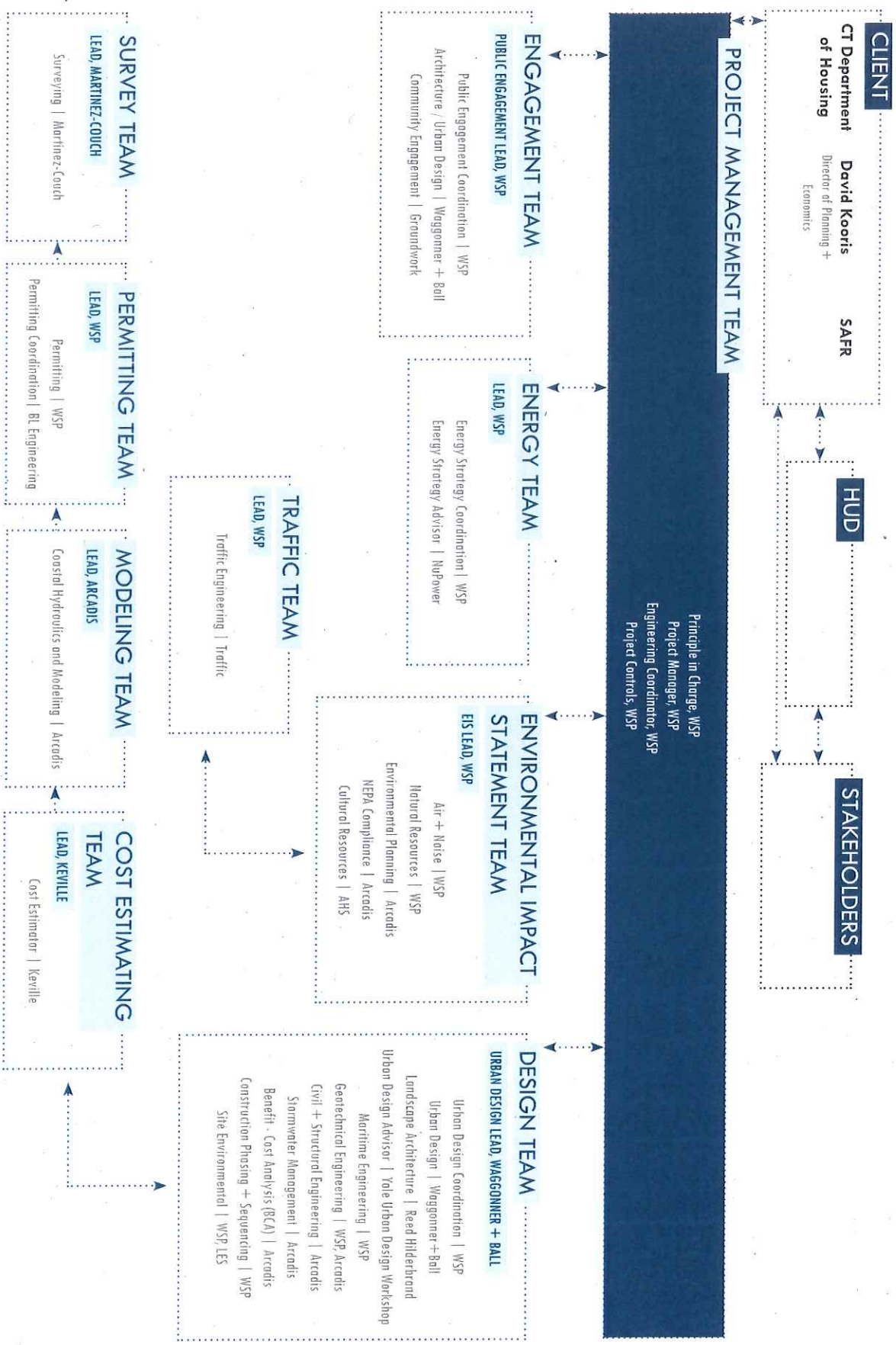


EXHIBIT C

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 1 of 3



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

Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 2 of 3



DEFINITIONS

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

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

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

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

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

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

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

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

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

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

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 3 of 3



ACKNOWLEDGEMENT OF RECEIPT

Anthony A. Moretti

SIGNATURE

10/16/17

DATE (mm/dd/yyyy)

NAME OF SIGNER

First Name

Anthony

MI

A

Last Name

Moretti

Suffix

AE

TITLE

Area Manager

COMPANY NAME

WSP USA Inc

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"

THIS PAGE INTENTIONALLY LEFT BLANK



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE: Initial Certification 12 Month Anniversary Update (Multi-year contracts only.)
 Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
8/6/12	WSP USA Inc. PAC	Rep. John F. Larson	\$500	Democratic Whip

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

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

WSP USA Inc.

Anthony A. Moretti, Area Manager

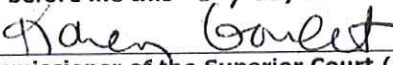
Printed Contractor Name

Printed Name of Authorized Official



Signature of Authorized Official

Subscribed and acknowledged before me this 27 day of July, 2017


Commissioner of the Superior Court (or Notary Public)

KAREN GOULET
NOTARY PUBLIC OF CONNECTICUT
ID # 170986

My Commission Expires ~~My~~ Commission Expires 2/28/2021



STATE OF CONNECTICUT
CERTIFICATION OF STATE AGENCY OFFICIAL OR EMPLOYEE
AUTHORIZED TO EXECUTE CONTRACT

Certification to accompany a State contract, having a value of \$50,000 or more, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b), and Governor Dannel P. Malloy's Executive Order 49.

INSTRUCTIONS:

Complete all sections of the form. Sign and date in the presence of a Commissioner of the Superior Court or Notary Public. Submit to the awarding State agency at the time of contract execution.

CERTIFICATION:

I, the undersigned State agency official or State employee, certify that (1) I am authorized to execute the attached contract on behalf of the State agency named below, and (2) the selection of the contractor named below was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

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

WSP USA Inc

Contractor Name

Department of Housing

Awarding State Agency

[Signature]

State Agency Official or Employee Signature

Evonne Klein

Printed Name

8/3/17

Date

Commissioner,

Title

Sworn and subscribed before me on this 3rd day of August, 2017.

[Signature]

Commissioner of the Superior Court or Notary Public

03/31/2021

My Commission Expires

Bernadette Tallarita
Notary Public
My Commission Expires 03/31/2021





**STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT**

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: ____]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

_____ Consultant's Name and Title		_____ Name of Firm (if applicable)
_____ Start Date	_____ End Date	_____ Cost
Description of Services Provided: _____		

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

If YES: _____
Name of Former State Agency Termination Date of Employment

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

WSP USA Inc.		July 27, 2017
Printed Name of Bidder or Contractor	Signature of Principal or Key Personnel	Date
	Anthony A. Moretti	CT Dept of Housing
	Printed Name (of above)	Awarding State Agency

Sworn and subscribed before me on this 27 day of July, 2017.

Commissioner of the Superior Court
or Notary Public

My Commission Expires

**KAREN GOULET
NOTARY PUBLIC OF CONNECTICUT
ID # 170988
My Commission Expires 2/28/2021**



**STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY**

Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
- I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

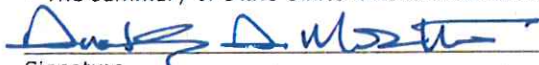
IMPORTANT NOTE:

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website.

	July 27, 2017
Signature	Date
Anthony A. Moretti	Area Manager
Printed Name	Title
WSP USA Inc.	
Firm or Corporation (if applicable)	
500 Winding Brook Drive, 1st Floor	Glastonbury
Street Address	City
	CT 06033
	State Zip

Awarding State Agency



STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: WSP USA Inc.

INSTRUCTIONS:

- CHECK ONE: [X] Initial Certification. [] Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, the certification portion of this form must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

- [X] Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box are not required to complete the certification portion of this form, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process.
[] Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. CERTIFICATION required. Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;
2) "Respondent" means the person whose name is set forth at the beginning of this form; and
3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

- [X] Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.
[] Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

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

WSP USA Inc.
Printed Respondent Name

Anthony A. Moretti, Area Manager
Printed Name of Authorized Official

[Signature]
Signature of Authorized Official

Subscribed and acknowledged before me this 27 day of July, 2017.

[Signature]
Commissioner of the Superior Court (or Notary Public)

My Commission Expires

KAREN GOULET
NOTARY PUBLIC OF CONNECTICUT
ID # 170986
My Commission Expires 2/28/2021



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Affidavit
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of

an oath. I am Secretary of WSP USA Inc., an entity
Signatory's Title Name of Entity

duly formed and existing under the laws of New York.
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of
WSP USA Inc. and that WSP USA Inc.
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

Authorized Signatory

Hillary F. Jassey
Printed Name

Sworn and subscribed to before me on this 26th day of July, 2017.

Commissioner of the Superior Court/ Notary Public

Commission Expiration Date

HILARY SYLVESTER
Notary Public, State of New York
No. 01SY6263386 Qualified in Kings County
Certificate Filed in New York County
Commission Expires June 11, 2020

Kooris, David

From: Heriot, Joyce E
Sent: Wednesday, August 23, 2017 11:02 AM
To: Kooris, David; Osmond, Adam
Subject: Final Disposition for PSA 2018_29170 DOH National Disaster Resilience Design and Engineering

David & Adam -

Here is OPM's approval of this PSA to be included in the package to the AG's Office.

Joyce

From: Dakers, Robert
Sent: Wednesday, August 23, 2017 10:30 AM
To: Heriot, Joyce E <Joyce.Heriot@ct.gov>
Subject: Approval

Top of Form

Submit this form when requesting a COMPETITIVE personal service agreement with a cost greater than \$50,000 or a term greater than one year.

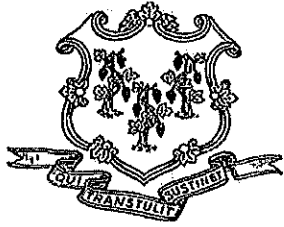
PSA Title National Disaster Resilience Design and Engineering

Disposition Date: 8/23/2017 10:21:49 AM
Disposition Reason: Office of the Secretary: Approved RSD 8-17-17

Contact:

Requester:

Estimated Cost **Accounting Codes**
\$5,525,000.00



STATE OF CONNECTICUT
DEPARTMENT OF HOUSING

CONTRACT AMENDMENT

Contractor: WSP USA Inc.
Contractor Address: 500 Winding Brook Drive, Glastonbury, CT 06033
Contract: Personal Services Agreement No. 2018_29170
Amendment Number: 1
Amount as Amended: \$6,056,300.00
Contract Term as Amended: July 1, 2017 through September 30, 2022

The Personal Service Agreement between WSP USA Inc. (the "Contractor") and the Department of Housing (the "Department"), which was executed by the parties on October 24, 2017 (the "Original PSA"), is hereby amended as follows:

- 1) Form CO-802A attached to the Original PSA is deleted in its entirety and replaced with the Form CO-802A attached to this Contract Amendment.
- 2) Section 4 of Exhibit A of the Original PSA is deleted in its entirety and replaced with the following:
 4. Payments

DOH shall make payments to the Contractor based on percent completion towards final deliverable, documented, and accepted by DOH in response to invoices submitted not less often than quarterly based on percent completion of each task against the following schedule (detailed further in Exhibit B, Appendix B) as the same may be revised from time to time by mutual agreement of the parties:

- a. Project Management: \$125,100
 - b. Public Engagement and Stakeholder Outreach: \$620,550
 - c. Feasibility Study, Hydraulic Studies, Alternatives Analysis, & Conceptual Design: \$1,392,100
 - d. NEPA Environmental Impact Statement: \$1,071,550
 - e. Preliminary Design and Cost Estimation: \$2,119,400
 - f. South End District Energy Feasibility Study: \$341,000
 - g. Expenses: \$386,600
- 3) Except as modified herein, the Original PSA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Contract amendment by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

Contractor

WSP USA Inc.

Contractor


Signature

ANTHONY A. MORETTI, AREA MANAGER
Name and Title of Authorized Official

1/7/19
Date

Department of Housing

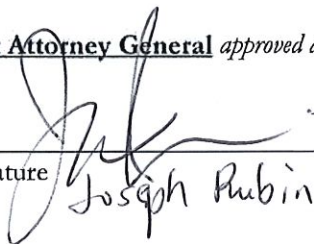


Evonne M. Klein, Commissioner

1/10/19

Date

Connecticut Attorney General *approved as to form.*


Signature
Joseph Rubin

Asst Dep AG
Title

1/11/19

Date

PERSONAL SERVICE AGREEMENT

CO-802A REV. 2/08

STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER

1. PREPARE IN QUADRUPPLICATE
2. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
3. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) <input type="checkbox"/> ORIGINAL <input checked="" type="checkbox"/> AMENDMENT	(2) IDENTIFICATION NO. P.S.
---	-----------------------------

CONTRACTOR	(3) CONTRACTOR NAME WSP USA Inc.	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS 500 Winding Brook Drive, Glastonbury, CT 06033	CONTRACTOR FEIN/SSN - SUFFIX 11-1531569

STATE AGENCY	(5) AGENCY NAME AND ADDRESS Department of Housing-505 Hudson Street, Hartford, CT 06106
---------------------	--

CONTRACT PERIOD	(6) DATE (FROM) 7/1/2017 THROUGH (TO) 9/30/2022	(7) INDICATE <input checked="" type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. <input type="checkbox"/> NEITHER
------------------------	---	--


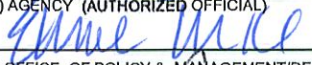
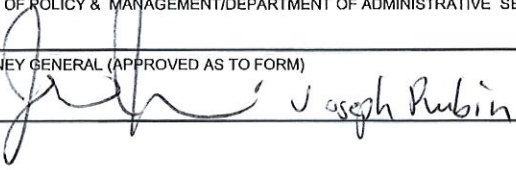
CANCELLATION CLAUSE	THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELED BY THE STATE BUSINESS UNIT, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT)	(8) REQUIRED NO. OF DAYS WRITTEN NOTICE 30
----------------------------	--	---

COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)	
	WSP USA will provide DOH technical support to achieve the objectives of the National Disaster Resilience program including conducting the stakeholder engagement process, managing the project website, and staffing the Comm. and Technical Advisory Committees; identify and analyze a series of alternatives for the three infrastructure projects; complete and Environmental Impact Statement in accordance with the National Environmental Policy Act resulting in a Record of Decision; complete a preliminary design for the preferred alternative selected through that process; and complete an Energy Feasibility Study for Bridgeport's South End. See Exhibit A Part 2 and Exhibit B for detail.	

COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.	
	Payment will be made not less than quarterly based on activity carried out as a percent completion against the contract tasks. See Exhibit A Section 4 and Exhibit B Appendix B for more details. The total amount paid will not exceed \$6,056,300.	

(12) AMOUNT	(13) FUND	(14) DEPARTMENT	(15) SID	(16) PROGRAM	(17) ACCOUNT	(18) PROJECT/ GRANT	(19) CHARTFIELD 1	(20) CHARTFIELD 2	(21) BUDGET REFERENCE
\$6,056,300	12060	DH46961	22766	51005	51210	2066124			2016

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS		(22) STATUTORY AUTHORITY
(23) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE) 	TITLE AREA MANAGER	DATE 1/7/19
(24) AGENCY (AUTHORIZED OFFICIAL) 	TITLE	DATE 1/10/19
(25) OFFICE OF POLICY & MANAGEMENT/DEPARTMENT OF ADMINISTRATIVE SERVICES	TITLE	DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)  Joseph Rubin	Asst Dep. A. G.	DATE 1/11/19

Pincus, Randi

From: French, Rebecca
Sent: Wednesday, January 09, 2019 10:48 AM
To: Pincus, Randi; Filotto, Amy
Subject: FW: Final Disposition for Amendment PSA 2019_37232

Rebecca A. French, Ph.D.
Director of Resilience
Department of Housing
State of Connecticut

E-mail: Rebecca.French@ct.gov
Phone: 860-270-8231
Cell: 860-381-9372



From: Woodward, Kathy
Sent: Wednesday, January 09, 2019 10:38 AM
To: French, Rebecca <Rebecca.French@ct.gov>
Subject: FW: Final Disposition for Amendment PSA 2019_37232

From: robert.dakers@ct.gov [<mailto:robert.dakers@ct.gov>]
Sent: Wednesday, January 9, 2019 10:17 AM
To: Woodward, Kathy <Kathy.Woodward@ct.gov>
Cc: Robert.Dakers@ct.gov
Subject: Final Disposition for Amendment PSA 2019_37232

The Office of Policy and Management has Approved the following Amendment PSA

National Disaster Resilience Design and Engineerin (2019_37232)

Contractor: WSP USA Inc.
Effective Date: 2/28/19 - 9/30/2022
Estimated Cost: \$537,500.00
Comments/Conditions: VC Approved

Robert Dakers
Executive Financial Officer



**STATE OF CONNECTICUT
CERTIFICATION OF STATE AGENCY OFFICIAL OR EMPLOYEE
AUTHORIZED TO EXECUTE CONTRACT**

Certification to accompany a State contract, having a value of \$50,000 or more, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b), and Governor M. Jodi Rell's Executive Order 7C, Paragraph 10

INSTRUCTIONS:

Complete all sections of the form. Sign and date in the presence of a Commissioner of the Superior Court or Notary Public. Submit to the awarding State agency at the time of contract execution.

CERTIFICATION:

I, the undersigned State agency official or State employee, certify that (1) I am authorized to execute the attached contract on behalf of the State agency named below, and (2) the selection of the contractor named below was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

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

WSP USA Inc.

Contractor Name

CT Department Of Housing

Awarding State Agency

State Agency Official or Employee Signature

Printed Name

Emme M K
Bernadette Tallarita

Date

Title

1/10/19
Commissioner

Sworn and subscribed before me on this 10th day of January, 2019.

Bernadette Tallarita
**Commissioner of the Superior Court
or Notary Public**

Bernadette Tallarita
Notary Public
My Commission Expires 03/31/2021





STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Affidavit
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of

an oath. I am Secretary of WSP USA Inc., an entity
Signatory's Title Name of Entity

duly formed and existing under the laws of New York
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of
WSP USA Inc. and that WSP USA Inc.
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

Hillary Jasse
Authorized Signatory

Hillary Jasse
Printed Name

Sworn and subscribed to before me on this 8th day of January 20 19

[Signature]
Commissioner of the Superior Court/ Notary Public Commission Expiration Date

HILARY SYLVESTER
Notary Public, State of New York
No. 01SY6263386 Qualified in Kings County
Certificate Filed in New York County
Commission Expires June 11, 2020



**STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY**

Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
- I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website.

Anthony A. Moretti
Signature

1/5/19
Date

ANTHONY A. MORETTI
Printed Name

AREA MANAGER
Title

WSP USA Inc.
Firm or Corporation (If applicable)

500 Winding Brook Drive, 1st floor
Street Address

Glastonbury
City

CT 06033
State Zip

Awarding State Agency



STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: WSP USA Inc.

INSTRUCTIONS:

CHECK ONE: [] Initial Certification. [X] Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, the certification portion of this form must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

- [X] Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box are not required to complete the certification portion of this form, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process.
[] Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. CERTIFICATION required. Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;
2) "Respondent" means the person whose name is set forth at the beginning of this form; and
3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

- [X] Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.
[] Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

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

WSP USA Inc.
Printed Respondent Name

ANTHONY A. MORETTI
Printed Name of Authorized Official

[Signature]
Signature of Authorized Official

Subscribed and acknowledged before me this 8 day of January, 2019.



[Signature]
Commissioner of the Superior Court (or Notary Public)
11/30/2021
My Commission Expires



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: 1]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except for the agreement listed below:

Consultant's Name and Title Name of Firm (if applicable)

Start Date End Date Cost

Description of Services Provided:

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

If YES: Name of Former State Agency Termination Date of Employment

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

WSP USA Inc. [Signature] 1/8/19
Printed Name of Bidder or Contractor Signature of Principal or Key Personnel Date

AREA MANAGER CT Dept of Housing
Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this 8 day of January, 2019.



[Signature]
Commissioner of the Superior Court
or Notary Public



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE: Initial Certification 12 Month Anniversary Update (Multi-year contracts only.)
 Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
<i>(Table is crossed out with a diagonal line)</i>				

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
<i>(Table is crossed out with a diagonal line)</i>				

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

WSP USA Inc
Printed Contractor Name

ANTHONY A. MORETTI
Printed Name of Authorized Official

(Signature)
Signature of Authorized Official

Subscribed and acknowledged before me this 9 day of January, 2019.



(Signature)
Commissioner of the Superior Court (or Notary Public)
11/30/2021
My Commission Expires