

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. 13DOH0011PS

CONTRACTOR	(3) CONTRACTOR NAME Martinez Couch & Associates, LLC	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS 1084 Cromwell Avenue, Suite A-2, Rocky Hill, CT 06067	CONTRACTOR FEIN/SSN - SUFFIX 06-1554807

STATE AGENCY	(5) AGENCY NAME AND ADDRESS Department of Housing, 505 Hudson Street, Hartford, CT 06106
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CONTRACT PERIOD	(6) DATE (FROM) 12/1/2013	THROUGH (TO) 11/30/2015	(7) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input checked="" type="checkbox"/> CONTRACT AWARD NO. <u>1</u> <input type="checkbox"/> NEITHER
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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 <u>30</u>
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COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)
	To provide Architectural, Engineering and Construction Management Services for the Superstorm Sandy Owner Occupied Rehabilitation and Rebuilding Program in accordance with Attachment A hereto and all applicable local, state and federal requirements.

COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES. Monthly, one (1) month in arrears in accordance with the Fee Schedule.
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(11) OBLIGATED AMOUNT	\$1,000,000.00
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(12) AMOUNT	(13) FUND	(14) DEPARTMENT	(15) SID	(16) PROGRAM	(17) ACCOUNT	(18) PROJECT/GRANT	(19) CHARTFIELD 1	(20) CHARTFIELD 2	(21) BUDGET REFERENCE
1,000,000	12060	DOH46961	29501	51005	51230 10	DOH2066100			2014

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 LLC MEMBER	DATE 12/4/2013	
(24) AGENCY (AUTHORIZED OFFICIAL) 	TITLE Commissioner	DATE 12/17/13	
(25) OFFICE OF POLICY & MANAGEMENT/DEPARTMENT OF ADMINISTRATIVE SERVICES See attached email	TITLE	DATE	
(26) ATTORNEY GENERAL (APPROVED AS TO FORM) 	TITLE ASSOC. ATTY. GENERAL	DATE 12/30/13	

Chambers, Wendy

Martinez

From: Dakers, Robert
Sent: Thursday, December 05, 2013 11:51 AM
To: Heriot, Joyce E
Cc: Dakers, Robert
Subject: Final Disposition for Personal Service Agreement PSA 2014_14914

The Office of Policy and Management has Approved the following Personal Service Agreement PSA

SANDY ARCHITECTURAL, ENGINEERING AND CONSTRUCTION (2014_14914)

Contractor: N/A
Effective Date: 12/1/2013 - 11/30/2015
Estimated Cost: \$1,000,000.00
Comments/Conditions: Approved RSD 12-5-13

Robert Dakers
Executive Financial Officer

ATTACHMENT A

This Personal Service Agreement (hereinafter "**Agreement**") entered into this first day of December, 2013 (the "**date of execution**"), is by and between the STATE OF CONNECTICUT acting herein by its Department of Housing (hereinafter the "State" or "DOH") pursuant to Connecticut General Statutes ("**CGS**") sections 4-8 and 8-206 and Martinez Couch & Associates, LLC (hereinafter "**Contractor**"). The parties hereto agree that the services specified below shall be provided by the Contractor in strict compliance with the provisions of this Agreement.

TERM

Performance under this Agreement shall commence on December 1, 2013 but may be terminated at will by either party upon thirty (30) days written notice as more fully set forth in Part 1, Section 19 of this Agreement.

Part 1

CONDITIONS

1. Entire Agreement

This Agreement, including all Exhibits hereto, embodies the entire agreement between the State and the Contractor on the matter 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 the predecessors. No change, 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 Deputy. This Agreement shall insure to the benefit of each party's heirs, successors, and assigns.

2. Changes in Services

When changes in the services are required or requested by the State, Contractor shall promptly estimate their monetary effect and so notify the State. Contractor shall implement no change 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.

3. 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 perform all services in accordance with its methods, subject to compliance with this Agreement and all applicable laws and regulations.

**Connecticut Department of Housing
Contract 13DOH0011PS**

Attachment A

Contractor shall furnish fully qualified personnel to perform the services under this Agreement. 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.

4. Notices

Unless otherwise expressly provided to the contrary, notices provided for hereunder shall be in writing and may be delivered personally or by mail. Notices will be effective if delivered personally or, if by mail, upon receipt, to the following addresses:

STATE: State of Connecticut
Department of Housing
505 Hudson Street 2nd floor
Hartford, CT 06106
U. S. A.

ATTENTION: Hermia Delaire, CDBG-DR Project Manager

CONTRACTOR: Martinez Couch & Associates, LLC
1084 Cromwell Avenue, Suite A-2
Rocky Hill, CT 06067
Telephone Number: 860-436-4364

ATTENTION: Richard Couch, PE

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

5. Laws and Regulations

This Agreement shall be interpreted under and governed by the laws of the State of Connecticut and the execution of this Agreement and any other project documents as well as the performance of Contractor's obligations hereunder, shall be deemed to have a Connecticut situs. The Contractor shall be subject to the personal jurisdiction of the courts of the State of Connecticut with respect to any action the Commissioner, her successors or assigns may commence hereunder.

Accordingly, the Contractor hereby specifically and irrevocably consents to the jurisdiction of the courts of the State of Connecticut with respect to all matters concerning this Agreement or any of the other project documents or the enforcement thereof in any action initiated by the Commissioner or which the Commissioner voluntarily joins as a party.

Contractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations and orders of the governmental authorities, including those having jurisdiction over its registration and licensing to perform services hereunder.

Connecticut Department of Housing

Contract 13DOH0011PS

Attachment A

6. Labor and Personnel

At all times, Contractor shall utilize approved, qualified personnel and any State approved subcontractor 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' performance or subcontractor's performance 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. 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 a fifteen-day (15) 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 employee should not be reassigned. However, at the State's decision and sole discretion, after such 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.

7. Conflicts, Error, Omissions and Discrepancies

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

(b) In case of conflicts, discrepancies, error or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by the 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, error or omissions which are performed by Contractor prior to clarification by the State shall be at Contractor's risk.

8. Indemnity

Contractor hereby indemnifies and shall defend and hold harmless the State, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this agreement, including those arising out of injury to or death of Contractor's employees or subcontractor, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors.

9. Nondisclosure

**Connecticut Department of Housing
Contract 13DOH0011PS
Attachment A**

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

10. Quality Surveillance

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 and grant the State's duly authorized representatives free access at all reasonable time upon 24-hour notice to Contractor's facilities where the services under the Agreement are performed or where the books and records relative to such services are maintained, and shall allow such representatives free access to any and all such books and records. At the State's request, the Contractor shall provide the State with hard copies of or magnetic media containing any data or information in the possession of the Contractor, which pertain to the State's business under this Contract. Notwithstanding anything to the contrary contained herein, DOH may make unannounced site audits on any approved project (property) at any time during reasonable and customary business hours.

11. 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.

12. Examination of Contractor's Records

The State or its representatives shall have the right at reasonable hours to examine any books, records and other documents of Contractor or its subcontractor pertaining to work performed under this Contract. The State will give Contractor or such subcontractor 24-hour notice of such intended examination. At the State's request, the Contractor shall provide the State with hard copies of or magnetic tapes containing any data or information relating to the State's business, which data or information is in the possession or control of the Contractor. The Contractor shall incorporate this paragraph 12 verbatim into any agreement it enters into with any subcontractor providing services under this Agreement.

13. Promotion

Unless specifically authorized in writing by the Commissioner of Housing 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 or employees, or seal of the State:

- (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 names of the State, its officials or employees or the State Seal in any 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.

14. Survival

The rights and obligations of the parties which by their nature survive termination or completion of this Agreement, including but not limited to those set forth herein in Part 1, Sections 8, 9, 13 and 15 of this Agreement, shall remain in full force and effect.

15. Confidentiality

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

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

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

(b) Protection of Confidential Information

(i) 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.

(ii) Each Contractor or Contractor Party shall 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

**Connecticut Department of Housing
Contract 13DOH0011PS
Attachment A**

information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State or concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- a. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - b. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - c. A process for reviewing policies and security measures at least annually;
 - d. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - e. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify DOH 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 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 Department 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 CGS § 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 Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DOH, 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 HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

16. Non-Discrimination

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

**Connecticut Department of Housing
Contract 13DOH0011PS
Attachment A**

- (i) "Commission" means the Commission on Human Rights and Opportunities;
- (ii) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of CGS § 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 CGS § 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in CGS §1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (i) 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

**Connecticut Department of Housing
Contract 13DOH0011PS
Attachment A**

persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and CGS §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to CGS §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and CGS § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

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

Connecticut Department of Housing

Contract 13DOH0011PS

Attachment A

State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to CGS § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and CGS§ 46a-56.

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

17. Additional Required Federal Provisions

(a) Labor Provisions

No contract award under this Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the United States Department of Labor to receive an award of such contract.

This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u), as amended ("Section 3"), the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and

**Connecticut Department of Housing
Contract 13DOH0011PS
Attachment A**

orders of HUD issued thereunder prior to authorization of funding for this Project. The Contractor shall cause or require to be inserted in full in all Section 3 covered contracts and subcontracts for work financed in whole or in part with assistance provided under this contract, the following Section 3 clause set forth in HUD regulation 24 CFR 135.38:

"The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. section 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

Connecticut Department of Housing

Contract 13DOH0011PS

Attachment A

Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts."

With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

(b) Nondiscrimination Provisions

The Contractor will comply with all provisions of Federal Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

(c) Miscellaneous Provisions

(i) No member or Delegate to Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

(ii) The Contractor will adopt and enforce appropriate measures to assure that no member of its governing body and none of its officers or employees shall, prior to the completion of the Project, acquire or maintain any interest in any contract or proposed contract with the undertaking of the Project. The Commissioner may waive the requirements of this section upon the written request of the Contractor.

(iii) Nothing contained in this Agreement shall create or justify any claim against the State, its agencies or officers, by any person or entity whatsoever that is not party to this Agreement.

(iv) The Contractor certifies that it will comply with the Fair Housing Act, 42 U.S.C. § 3601, et seq.

(v) By execution of this Agreement, the Contractor hereby certifies to the best of its knowledge and belief:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

**Connecticut Department of Housing
Contract 13DOH0011PS
Attachment A**

amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction, imposed under the authority of 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

18. Sovereign Immunity

Notwithstanding any provisions to the contrary contained in this Agreement, it is agreed and understood that the State of Connecticut shall not be construed to have waived any rights or defenses of sovereign immunity, which it may have with respect to all matters arising out of this Agreement.

19. Termination

The parties mutually agree that either may terminate this Agreement upon thirty (30) days written notice delivered to the other by certified or registered mail to the notice addresses as provided in Section 4 of this Part.

20. Terms

Wherever the term "Commissioner" is used in this Agreement it shall include the State Commissioner of Housing, her authorized agent, employee or designee.

21. Assignment

This agreement shall not be assigned by either party without the written consent of the other.

22. Third Parties

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

23. Severability

Connecticut Department of Housing

Contract 13DOH0011PS

Attachment A

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.

24. Subpoenas

In the event the State'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 Part 1 of this Agreement of such subpoena. Within thirty-six (36) hours of service, the Contractor shall send a written notice of the subpoenas together with a copy of the same to the person designated for the State in Section 4 of Part 1 of this Agreement.

**25. Governor John G. Rowland's Executive Order No. 16
Violence in the Workplace Prevention**

This agreement is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 and, as such, the contract may be cancelled, 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.

**26. Governor M. Jodi Rell's Executive Order No. 7C
Gift and Campaign Contribution**

Pursuant to Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10(a), Contractor shall comply with the gift and campaign contribution certification requirements of CGS § 4-252 and Section 8 of Governor M. Jodi Rell's Executive Order Number 1. For purposes of this paragraph, the term "certification" shall include the campaign contribution and annual gift affidavits required by Section 8 of Executive Order Number 1.

**27. Governor M. Jodi Rell's Executive Order No. 7C
State Contracting Standards Board**

Pursuant to paragraph 6(a) of Governor M. Jodi Rell's Executive Order No. 7C, 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 this contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the Connecticut General Statutes) or CGS § 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.

**28. Governor Thomas J. Meskill's Executive Order No. 3
Non-Discrimination**

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this Agreement may be cancelled, terminated or suspended by the State Labor Commissioner for violation or of noncompliance with said Executive Order No. Three or any State or Federal Law concerning

**Connecticut Department of Housing
Contract 13DOH0011PS
Attachment A**

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 Agreement 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 his employment practices or policies, will file all reports as required, and will fully cooperate with the State and the State Labor Commissioner.

**29. Governor Thomas J. Meskill's Executive Order No. 17
Employment Opportunities**

This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be cancelled, terminated or suspended by the Commissioner or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that the 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 Agreement performance in regard to listing all employment openings with the Connecticut Employment Service.

**30. Governor M. Jodi Rell's Executive Order No. 14
Cleaning Products**

This Agreement is subject to the provisions of 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 Order 14 is applicable, it is deemed to be incorporated into and made a part of the Agreement as if it had been fully set forth in it.

31. 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

Connecticut Department of Housing

Contract 13DOH0011PS

Attachment A

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 provisions of Chapter 10 of the Connecticut General Statutes as of the date such affidavit is submitted in accordance with the provisions of Section 51 of P.A. No. 05-287.

32. Insurance Requirements for Personal Service Agreement of \$100,000 or more

(a) Contractor shall procure and maintain for the duration of the contract the following types of insurance, in amounts no less than the stated limits, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder:

- (i) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operation, Independent Contractors, Product and Completed Operations and Contractual Liability. If a general aggregate is used the general aggregate limit shall apply separately to this agreement or the general aggregate limit shall be twice the occurrence limit.
- (ii) Workers' Compensation and Employer's Liability: Statutory coverage in compliance with compensation laws of The State of Connecticut. Coverage shall include Employer's Liability with a minimum limit of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
- (iii) Professional Liability: The contractor shall maintain professional liability coverage providing for a total limit of \$1,000,000 to cover any act, error or omission to cover any claim arising from the performance of the designated professional services (if available).

(b) Additional Insurance Provisions

- (i) The State of Connecticut Department of Housing, its officials and employees shall be named as an Additional Insured on the Commercial General Liability Policy.
- (ii) Described insurance shall be primary coverage and contractor and contractor's insurer shall have no right of subrogation recovery or subrogation against the State of Connecticut.
- (iii) Contractor shall assume any and all deductibles in the described insurance policies.
- (iv) Each insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail has been given to the State of Connecticut.
- (v) Each policy shall be issued by an Insurance Company licensed to do business by Connecticut Department of Insurance and having a Best Rating of A-, VII, or better.

33. Large State Contracts

Connecticut Department of Housing

Contract 13DOH0011PS

Attachment A

Pursuant to CGS §§ 4-250, 4-251, 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 affidavit, which Contractor shall update on an annual basis in accordance with paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1. In addition, pursuant to paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1, anyone who executes and files said gift affidavit shall also execute and file a campaign contribution affidavit disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

34. Large State Construction or Procurement Contract

INTENTIONALLY OMITTED / DOLLAR THRESHOLDS WILL NOT BE SATISFIED.

35. Campaign Contribution Restrictions

For all State contracts as defined in CGS § 9-612(g) 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 Attachment B [SEEC Form 11].

Part 2

SPECIFICATION OF SERVICES

1. Scope

This Agreement is entered into by and between DOH and the Contractor to provide the DOH with Architectural, Engineering and Contractor Management services in order to facilitate the timely remediation, reconstruction and/or replacement of properties damaged by Storm Sandy on October 29, 2012.

2. Contractor's Responsibilities

The following information outlines the minimum services that the Contractor will be required to provide: general services, evaluation of damaged properties; environmental review; cost estimates; plans and specifications; bidders meetings at site(s), evaluation of bid responses; and construction management & administration, each to the extent defined herein.

(a) General Services

At a minimum, following professional services shall be required, if applicable, and conducted by the Contractor's Team, including, but not limited to the following types of services:

- (i) Architectural;
- (ii) Civil Engineering;
- (iii) Structural Engineering;

Connecticut Department of Housing

Contract 13DOH0011PS

Attachment A

- (iv) Mechanical/Electrical/Plumbing Engineering (including HVAC, Flood/Hurricane mitigation);
- (v) Predesigned, Feasibility, Environmental Studies and Clearance;
- (vi) Cost Estimating;
- (vii) Construction Project Management.

Initial Evaluation of Properties –

The Contractor will conduct an initial evaluation of each property assigned, including, at a minimum:

1. Visit each property assigned and walk through the property with the owner or the owner's representative;
2. Provide a general written evaluation of the unit to DOH based on the standard criteria established by the DOH;
3. Provide an approximate written estimate of the cost to bring the unit to code including mitigation, resiliency, green building and energy efficiency.

Cost Estimates –

The Contractor will, at DOH's request:

1. Develop construction documents and cost estimates for the rehabilitation or replacement of owner occupied single family units and small multifamily units damaged by Storm Sandy located in Fairfield, New Haven, New London and Middlesex counties and on the Mashantucket Reservation;
2. Review construction documents and cost estimates for the rehabilitation or replacement of owner-occupied single and small multifamily units damaged by Storm Sandy located in Fairfield, New Haven, New London and Middlesex counties and the Mashantucket Reservation;
3. Review construction documents and cost estimates for the construction of replacement units for multifamily units lost;
4. For units being rehabilitated within in the 500-year or 100-year floodplains, include mitigation and resiliency in the cost estimate;
5. For units requiring rehabilitation exceeding fifty-one percent (51%) of the pre-storm value of the unit, include green building and energy efficiency to the extent practicable in the cost estimate.

Plans, Specifications and Bid Process –

The Contractor will, at DOH's request:

1. Provide plans and specifications packages for each owner occupied single family rehabilitation or replacement which meet all required state and local codes and the standards adopted by DOH , and where applicable, meeting the Secretary of the Interior's Standards for the Rehabilitation of Historic Properties (SOI Standards) if applicable;
2. Provide DOH with an estimated cost for each owner-occupied single family rehabilitation or replacement based on the plans and specifications;
3. Provide DOH with a separate estimated cost for each owner-occupied single family mitigation to meet requirements for the FEMA Hazardous Mitigation Grants Program (HMGP) if applicable;

Connecticut Department of Housing

Contract 13DOH0011PS

Attachment A

4. Provide DOH with an estimated cost for each small multifamily rehabilitation or replacement activity, based on the plans and specifications;
5. Provide DOH with a separate estimated cost for each small multifamily mitigation to meet requirements for HMGP;
6. Lead general contractor walk-through by fully explaining all plans, permits and other requirements for general contractors as well as to respond to all questions; and;
7. Provide technical reviews and evaluations of bid responses as well as recommendations to DOH.

(b) Construction Administration –

General Administration

At a minimum, the Contractor shall insure that:

1. DOH's investment is protected and risks are minimized.
2. Appropriate environmental reviews are completed and clearances are issued.
3. The activities are performed in accordance with the DOH accepted construction documents, applicable codes, and any environmental requirements and that all required permits have been obtained *prior* to the commencement of any construction.
4. The amount of funding requested on the Contractor's Requisition corresponds to the requirements for disbursement as detailed in the construction contract.
5. The quality of construction meets or exceeds the DOH Standards and/or Construction Industry Standards.

Observation

The duration and frequency of site visits shall comply with the following:

1. The activity period for each project typically lasts from ninety (90) days to six (6) months.
2. During the activity, weekly on-site visits are expected, unless special circumstances or special arrangements are made beforehand between the Contractor and DOH.
 - a) A weekly report of all on-site visits shall be provided to DOH each Wednesday summarizing the previous week's activities. Any schedule slip, improper or insufficient work, and any additional concerns must be fully explained in this report along with plans for mitigation.

Oversight

Duties and responsibilities include, but are not limited to, the following:

1. Attending project meetings;
2. Observing activity progress and reporting to DOH any outstanding issues or concerns;
3. Reviewing and recommending proposed change orders;
4. Reviewing monthly requisitions as detailed in construction contracts;
5. Assessing the installed work for comparison to the contractor's requisitions;

Connecticut Department of Housing

Contract 13DOH0011PS

Attachment A

6. Communicating with DOH in writing, orally, and/or by email whenever necessary and;
7. Reporting any project related injury, emergency or major problem to DOH at the earliest possible time not to exceed one business day of the Contractor's knowledge thereof. This "Emergency Report" shall be telephoned to the designated number and emailed to DOH immediately thereafter. Backup telephone numbers will be provided in order to be certain that the timely report is received by DOH. Voice mail notification is not acceptable.

3. State's Responsibilities

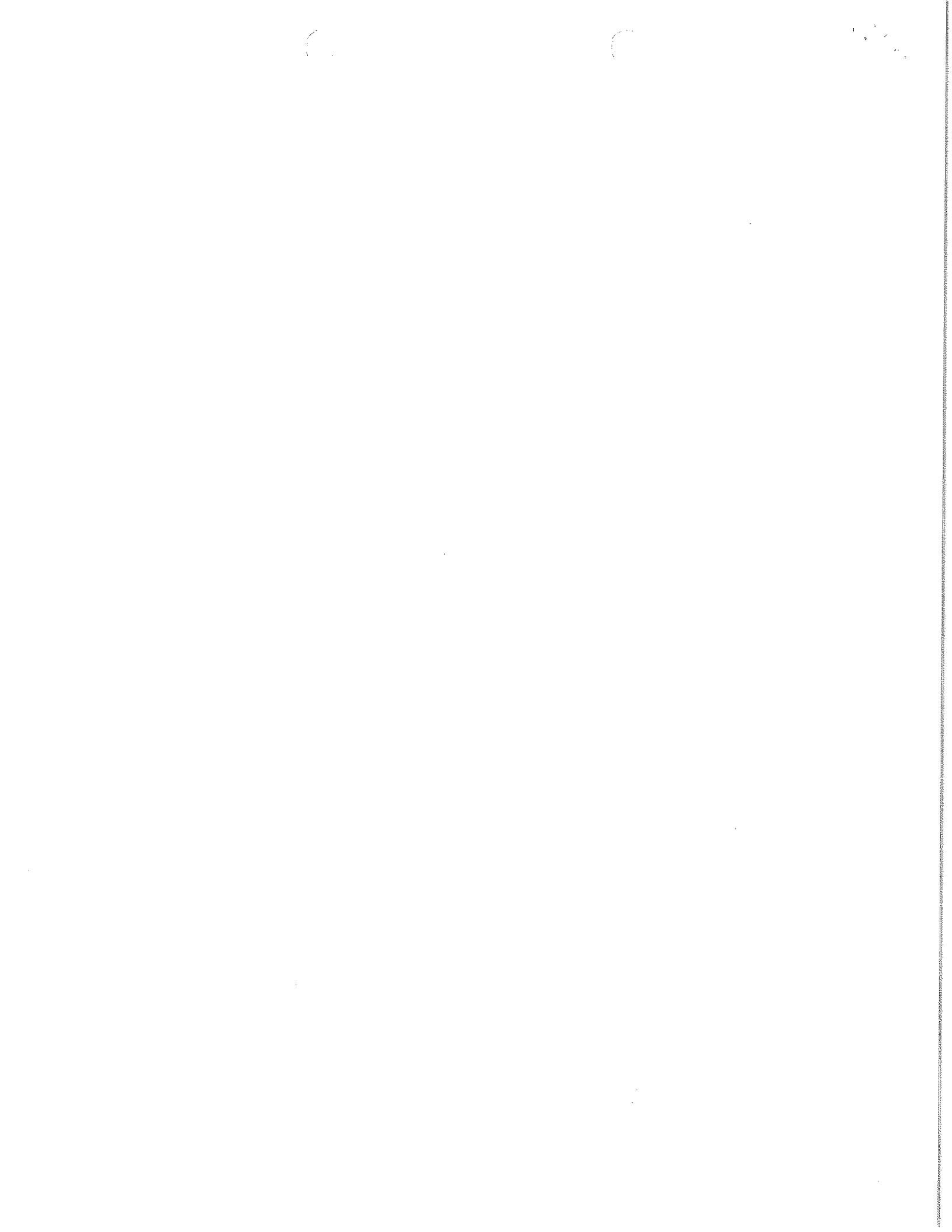
DOH shall provide the following:

- a. Establish priorities of work performed by the Contractor.
- b. Oversee the overall activities of the Contractor.
- c. Shall make existing data and material available to assist in the performance of Contractor's responsibilities.

Part 3

INVOICING, PAYMENT AND MISCELLANEOUS FEATURES

1. Contractor will be paid in accordance with Exhibit A, Fee Schedule, on a monthly basis, 30-days in arrears for the duration of this Agreement.
2. Payments shall be made upon submission and approval of all invoices by the Commissioner of DOH or her designee.
3. Unless otherwise agreed to in writing, Contract value will not exceed one million dollars (\$1,000,000.00).



DOH Contract 13DOH0011PS
Attachment A, Exhibit A
Fee Schedule

CODE	CATEGORY	Maximum Fee
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Professional Services

Engineering (All billable Engineers must be licensed, current and have all licenses on file with DOH)

101	Project Engineer (PE)	\$	140.00
Civil Engineering			
102	Licensed Civil Engineer (PE)	\$	140.00
Structural Engineering			
103	Senior Structural Engineer (PE)	\$	160.00
Mechanical/Electrical/Plumbing Engineering			
104	Licensed Professional MEP Engineer (PE)	\$	140.00
Geotechnical Engineering			
105	Geotechnical Engineer (PE)	\$	140.00
Environmental Studies & Clearance			
106	Licensed Professional Environmental Engineer (PE)	\$	140.00
107	Licensed Asbestos Engineer (PE)	\$	140.00

Field & Office Personnel

108	Project Manager overall	\$	185.00
109	Licensed Professional Environmental Monitor	\$	115.00
110	Consulting Architect, Code Specialist	\$	140.00
111	Environmental Analyst	\$	100.00
112	Construction Inspector	\$	117.00
113	Geologist	\$	110.00
114	Asbestos Management Plan/Lead Project Designer	\$	120.00
115	Licensed Professional Land Surveyor & Title Researcher	\$	120.00
116	Surveyor field crew	\$	90.00
117	Asbestos Inspector	\$	110.00
118	Field Scientist/Technician	\$	90.00
119	Auto CAD Technician	\$	75.00
120	Engineering Technician (Associate, Tech, etc.) all disciplines	\$	95.00
121	Civil Senior Technician	\$	90.00
122	Field representative	\$	75.00
123	Estimator	\$	120.00
124	Architectural Historian	\$	100.00
125	Clerical	\$	50.00

Reimbursable Expenses

Generally, DOH will not pay for mileage, food, lodging, travel, parking, vehicle rentals, tolls and the like. Vendors may request a waiver of this rule under certain unusual circumstances. Any waiver must be requested in writing and approved in writing by an authorized Grants and Contracts Specialist. Rates paid will be consistent with Connecticut Travel Reimbursement rates then in effect.

Reproductions

201	B&W Photocopies, 8.5"x11"	\$	0.05
202	B&W Photocopies, 11"x17"	\$	0.07
203	Color Photocopies, 8.5"x11"	\$	0.06
204	Color Photocopies, 11"x17"	\$	0.08
205	Prints		\$8.00/sf
206	Mylars		\$10.00/sf
207	Color Plots		\$7.75/sf
208	Bond Plots		\$0.75/sf
209	Other (<i>requires written authorization</i>)		

Standard Equipment and Fees

Generally, firms and their personnel are expected to arrive with all personal and professional equipment required to perform their duties under this Agreement. However, under certain circumstances additional unforeseen expenses may be permitted by DOH. Such items are indicated below with a double asterisk () following the item description. Use of these items requires prior written approval from an authorized Grants and Contracts Specialist in order to be eligible for reimbursement. Any such items not previously approved shall be disallowed from invoices.**

Fee Schedule

CODE	CATEGORY	Maximum Fee
Description - Daily		
301	Bucket truck (w/ operator) - 25'-35' reach**	\$ 1,400.00
302	Boom lift - 35' - 50' reach**	\$ 1,500.00
303	Boom lift - 50' - 60' reach**	\$ 1,800.00
304	Scissor lift - 19' platform height - electric powered**	\$ 850.00
305	Scissor lift - 26' platform height - electric powered**	\$ 1,000.00
306	40' aluminum extension ladder**	\$ 35.00
307	Fall protection harness and lanyard**	\$ 10.00
308	Photoionization Detector**	\$ 85.00
309	Flame Ionization Detector**	\$ 125.00
310	Groundwater Level Indicator**	\$ 20.00
311	Oil / Water Interface Meter**	\$ 50.00
312	Water Quality Instruments & Flow Through Cell**	\$ 140.00
313	2020 Turbidity Meter**	\$ 30.00
314	Peristaltic Pump & Battery Pack**	\$ 35.00
315	Bladder Pump / Controller / Compressor**	\$ 140.00
316	Waterra Hydrolift Pump / Generator / Fuel**	\$ 160.00
317	Single Stage Whale Pump & Battery Pack**	\$ 75.00
318	Generator / Fuel**	\$ 50.00
319	Hammer Drill**	\$ 75.00
320	PetroFLAG Petroleum Field Screening Kit**	\$ 45.00
321	PetroFLAG Field Test Vial**	\$ 20.00
322	Air Pump**	\$ 30.00
323	Four Gas Multi Meter**	\$ 50.00
324	Other (<i>requires written authorization</i>)	
Description - Per Unit		
401	Boots - waterproof latex - Disposable**	\$ 7.50
402	Eye protection - plastic goggles - Disposable**	\$ 7.50
403	Personal protective gloves**	\$ 5.00
404	Disposable coveralls w/hood**	\$ 5.50
405	Disposable respirator w/ odor filter**	\$ 4.00
406	Reusable respirator, half facepiece**	\$ 40.00
407	Reusable respirator, full facepiece**	\$ 150.00
408	Respirator replacement cartridges**	\$ 6.00
409	Equipment tags - "Danger/Do Not Use" (25 count)**	\$ 40.00
410	Blank plastic signs "Caution/Danger"**	\$ 7.00
411	Caution tape (1000' roll)**	\$ 15.00
412	Other (<i>requires written authorization</i>)	
Lab Testing Fees		
<p>Lab testing fees are allowable costs. The State will reimburse vendors at a rate of actual cost plus ten percent (10%). However, such fees shall not exceed the following maximum amount per test. In the event that a required test is not listed, the maximum reimbursement shall be the documented actual cost plus a maximum of ten percent (10%).</p>		
501	Asbestos Bulk PLM 5 day TAT	\$ 20.00
502	Asbestos PLM (2 week analysis)	\$ 20.00
503	Asbestos TEM AIR 24 hour TAT	\$ 100.00
504	Asbestos TEM AIR 2 day TAT	\$ 75.00
505	Asbestos TEM AIR 3 day TAT	\$ 75.00
506	Asbestos Tem (2 week analysis)	\$ 35.00
507	Mold Viable	\$ 100.00
508	Mold non-viable	\$ 70.00
509	Lead (chips) 24 hour TAT	\$ 45.00
510	Lead (Chips) 3 day TAT	\$ 25.00
511	Lead (chips) 5 day TAT	\$ 20.00
512	Lead Wipes	\$ 20.00
513	TCLP Lead (building material) 48 hour TAT	\$ 100.00
514	TCLP Lead (building material) 3 Day TAT	\$ 85.00
515	TCLP Lead (building material) 5 day TAT	\$ 70.00
516	Mercury	\$ 65.00
517	Radon	\$ 25.00
518	Glycol	\$ 65.00
519	ETPH (3 day TAT)	\$ 80.00
520	ETPH (2 day TAT)	\$ 85.00
521	PCB sox.ext. (5 day TAT)	\$ 60.00
522	PCB sox.ext. (3 day TAT)	\$ 80.00
523	PCB sox.ext. (2 day TAT)	\$ 90.00

Fee Schedule

CODE	CATEGORY	Maximum Fee
524	PCB 8082 (soxhlet Extraction)	\$ 115.00
525	SPLP PCB's (ACE Extraction)	\$ 80.00
526	PCB Wipes	\$ 90.00
527	PCB Air	\$ 85.00
528	TO-15	\$ 200.00
529	Pb in Drinking Water	\$ 50.00
530	Acid digestion for Metals (3 or less metals)	\$ 10.00
531	CT 15 Metals	\$ 235.00
532	ACM Sample	\$ 20.00
533	VOCs 8260 (5 day TAT)	\$ 100.00
534	VOCs 8260 (3 day TAT)	\$ 95.00
535	VOCs 8260 (2 day TAT)	\$ 100.00
536	PAHs 8270 (5 day TAT)	\$ 100.00
537	PAHs 8270 (3 day TAT)	\$ 120.00
538	PAHs 8270 (2 day TAT)	\$ 130.00
539	Total Lead (5 day TAT)	\$ 20.00
540	Total Lead (3 day TAT)	\$ 25.00
541	Total Lead (2 day TAT)	\$ 30.00
542	SPLP Lead (5 day TAT)	\$ 50.00
543	SPLP Lead (3 day TAT)	\$ 60.00
544	SPLP Lead (2 day TAT)	\$ 65.00
545	SPLP ETPH	\$ 125.00
546	SPLP VOC 8260	\$ 140.00
547	TCLP RCRA 8 Metals (5 day TAT)	\$ 100.00
548	TCLP RCRA 8 Metals (3 day TAT)	\$ 110.00
549	TCLP RCRA 8 Metals (2 day TAT)	\$ 120.00
550	RCRA 8 Metals (5 day TAT)	\$ 70.00
551	RCRA 8 Metals (3 day TAT)	\$ 85.00
552	RCRA 8 Metals (2 day TAT)	\$ 90.00
553	RCRA 8 TCLP/SPLP metals	\$
554	Paint Filter Test (5 day TAT)	\$ 10.00
555	Paint Filter Test (3 day TAT)	\$ 15.00
556	Paint Filter Test (2 day TAT)	\$ 20.00
557	13 Priority Pollutant Metals	\$ 150.00
558	Soil /Building Materials	\$
559	SVOC's	TBD
560	8081 Pesticides organic Chlorine	\$
561	Herbicides 8151	\$ 140.00
562	Total Solids	\$ 150.00
563	Mold	\$ 60.00
564	TAL (23 metals)	TBD
565	State Herbicides (CT)	TBD
566	State Pesticides (CT)	TBD
567	Storm Water Samples (CT Parameters & Aquatic Tax)	TBD
568	624.5 BOC with Drinking Water MDLs	TBD
569	XRF Rental Fees	\$ 563.00
570	Other (<i>requires written approval</i>)	\$

Cost "TBD" equals actual documented cost plus ten percent (10%)

Application Fees

901	CAM	Actual Cost
902	Planning	Actual Cost
903	Zoning	Actual Cost
904	Health	Actual Cost
905	Army Corp	Actual Cost
906	DEEP	Actual Cost
907	EPB	Actual Cost
908	All Others	Actual Cost

CERTIFIED RESOLUTION
FOR LIMITED LIABILITY COMPANIES (LLC's)

I, Richard E. Couch, a Member of Martinez Couch & Associates, LLC, a limited liability company organized and existing under the laws of the State of Connecticut (hereinafter the "Company"), hereby certify that:

1. Martinez Couch & Associates, LLC is run by its' Members:
 - i. A. Rafael Martinez
 - ii. Richard E. Couch
2. Richard E. Couch is a Member of Martinez Couch & Associates, LLC
3. As such Richard E. Couch is not prohibited from or limited by the articles of organization from binding the LLC.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature (and the corporate seal of the corporation, if applicable) this 11 day of November, 20013.

(LLC Seal)
(Circle this L.S. if there is no seal)



Richard E. Couch
Member



A. Rafael Martinez
Member



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(a)(1) and 4a-60a(a)(1), 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 LLC MEMBER of MARTINEZ COUCH & ASSOCIATES LLC, an entity
Signatory's Title Name of Entity

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

I certify that I am authorized to execute and deliver this affidavit on behalf of MARTINEZ COUCH & ASSOCIATES LLC and that MARTINEZ COUCH & ASSOCIATES LLC
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(a)(1) and 4a-60a(a)(1), as amended.

[Signature]
Authorized Signatory

RICHARD E. COUCH.
Printed Name

Sworn and subscribed to before me on this 4 day of December, 2013.

[Signature]
Commissioner of the Superior Court/
Notary Public

Nov. 30, 2016
Commission Expiration Date





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 in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2)

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 December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(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(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(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>

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.

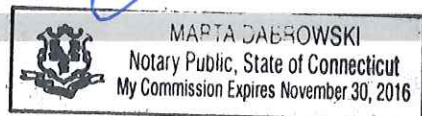
MARTINEZ COUCH & ASSOCIATES LLC
Printed Contractor Name

RICHARD E COUCH
Printed Name of Authorized Official

[Signature]
Signature of Authorized Official

Subscribed and acknowledged before me this 4 day of December, 2013.

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





**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.

Martinez Couch & Associates, LLC

Contractor Name

Department of Housing

Awarding State Agency

Evonne Klein
State Agency Official or Employee Signature

12/18/13

Date

Evonne Klein

Commissioner

Printed Name

Title

Sworn and subscribed before me on this 18th day of Dec, 2013.

Wendy Chambers
~~Commissioner of the Superior Court~~
or Notary Public

Wendy Chambers
Notary Public
My Commission Expires 07/31/2017





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:**

RICHARD E COUCH
Consultant's Name and Title

MARTINEZ COUCH & ASSOCIATES LLC
Name of Firm (if applicable)

12/01/2013
Start Date

11/30/2015
End Date

\$1,000,000
Cost

Description of Services Provided: ARCHITECTURAL ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR THE SUPERSTORM SANDY OWNER OCCUPIED REHABILITATION AND REBUILDING

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

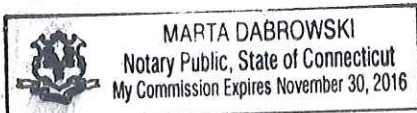
If YES: _____
Name of Former State Agency Termination Date of Employment

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

MARTINEZ COUCH & ASSOCIATES LLC [Signature] 12/4/2013
Printed Name of Bidder or Contractor **Signature of Principal or Key Personnel** **Date**

RICHARD E COUCH DEPT OF HOUSING
Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this 4 day of December, 2013.



[Signature]
Commissioner of the Superior Court
or Notary Public



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.

Richard F. Couch
Signature

12/3/2013
Date

RICHARD F COUCH
Printed Name

LLC MEMBER
Title

MARTINEZ COUCH & ASSOCIATES LLC
Firm or Corporation (if applicable)

1084 CROMWELL AVENUE SUITE A-2
Street Address

Rocky Hill CT 06067
City State Zip

DEPT. OF HOUSING.
Awarding State Agency

**Guide to the Code of Ethics
For Current or Potential
State Contractors**



2010

Guide for Current or Potential State Contractors

CONTENTS

Introduction	2
Office of State Ethics	4
The Big Picture	4
Benefits to State Personnel	
Gifts	5
Necessary Expenses	7
Fees/Honorariums	7
Hiring State Personnel	
Post-state Employment	8
Outside Employment	9
Other Provisions	
Prohibited Activities	10
Affidavits	10
Investment Services	10
Registering as a Lobbyist	10
Contribution Ban for	
Communicator Lobbyists	10
Sessional Ban for Client	
Lobbyists	11
Public Act 05-287	11
Executive Orders	11
Additional Information	12

Guide for Current or Potential State Contractors

GIVING BENEFITS TO STATE PERSONNEL



Gifts

As a current or potential state contractor, you are presumably doing business with or seeking to do business with a state agency, and are therefore considered to be a **restricted donor**. In general, public officials, state employees and candidates for public office may not accept gifts from restricted donors.

Restricted Donors

Restricted donors include:

- Registered lobbyists (a list is available on the OSE's Web site) or a lobbyist's representative;
- Individuals or groups doing business with a state department or agency;
- Individuals or groups seeking to do business with a state department or agency;
- Individuals or groups engaged in activities regulated by a state department or agency; or
- Contractors pre-qualified by the Connecticut Department of Administrative Services (Conn. Gen. Stat. § 4a-100).

A **gift** is defined as anything of value that is directly and personally received by a public official or state employee (or sometimes family members of those two categories) *unless* consideration of equal or greater value is provided. Conn. Gen. Stat. § 1-79 (e).

Gift Exceptions

There are, however, certain exceptions to this definition of gift. Not all exceptions are covered below; see Conn. Gen. Stat. § 1-79 (e) (1) –(17) for the complete list.

- *Token Items* – Restricted donors such as current or potential state contractors may provide any item of value that is not more than \$10 (such as a pen, mug, or inexpensive baseball cap) to a public official or state employee, provided that the annual aggregate of such items from a single source is \$50 or less. Conn. Gen. Stat. § 1-79 (e) (16).
- *Food and Beverage* – Restricted donors may also provide less than \$50 worth of food and beverage in a calendar year to a public official or state employee, provided that the restricted donor or his/her representative is in attendance when the food and/or beverage is being consumed. Conn. Gen. Stat. § 1-79 (e) (9).
- *Training* – Vendors may provide public officials and state employees with training for a product purchased by a state or quasi-public agency provided such training is offered to all customers of that vendor. Conn. Gen. Stat. § 1-79 (e) (17).

Guide for Current or Potential State Contractors

Necessary Expenses

You may provide necessary expenses to a public official or state employee *only* if the official or employee, in his/her official capacity, is actively participating in an event by giving a speech or presentation, running a workshop, or having some other active involvement.

Necessary expenses are limited to:

- Travel (coach or economy class);
- Lodging (standard cost of room for the nights before, of, and immediately following the event);
- Meals; and
- Related conference expenses.

Conn. Gen. Stat. § 1-79 (9).

Entertainment costs (tickets to sporting events, golf outings, night clubs, etc.) are *not* necessary expenses. Necessary expense payments also *do not* include payment of expenses for family members or other guests.

Fees/Honorariums

Public officials and state employees may *not* accept fees or honorariums for an article, appearance, speech or participation at an event in their official capacity.

Fees or honorariums for such activities, if offered based solely on expertise and without any regard to official capacity, may be acceptable. Contact the OSE before offering such payment to an official or employee. Conn. Gen. Stat. § 1-84 (k).

Necessary Expenses, Fees and Honorariums

Example: You invite a state employee to travel to New York City to give a speech to your managers on issues surrounding contracting with a state agency. You provide Amtrak fare for the employee as well as his spouse, who will spend the day in the city. The evening of the speech, you will treat the employee and his spouse with complimentary tickets to a Broadway show in lieu of a speaking fee.

You may provide coach class travel expenses only to the state employee who is actively participating in an event. In this case, you may only provide Amtrak fare for the employee giving the speech, not his spouse. Entertainment costs, such as tickets to a show, are not considered necessary expenses and may not be provided. Additionally, state employees may not accept fees or honorariums for a speech given in their official capacity.



Guide for Current or Potential State Contractors

Outside Employment for Current Public Officials and State Employees

If you are considering hiring a *current* state employee, especially from a state agency with which you do business or by which you are regulated, you should be aware of the following rules regarding the employment of current state employees.

- A current state employee may not accept outside employment that impairs his or her independence of judgment regarding his or her state duties, or that encourages him or her to disclose confidential information learned in his or her state job. Conn. Gen. Stat. § 1-84 (b).
- A current state employee may not use his or her state position for his or her own financial gain or the gain of his or her family (spouse, child, child's spouse, parent, brother or sister) or an associated business, however inadvertent that use may be. Conn. Gen. Stat. § 1-84 (c).

Other Considerations

Business entities engaged in Indian gaming activities in the state should be aware of specific provisions that apply to present or former Gaming Policy Board or Division of Special Revenue public officials or employees. See Conn. Gen. Stat. §§ 1-84b (d) and (e).



Outside Employment

Example: Your small business occasionally receives grants or contracts from Agency X. You know that a particular contract manager with Agency X has the skills you need to help you grow your business. This employee has expressed interest in earning a little extra money for himself, while helping you with your business in the evenings and on weekends.

It would constitute an impermissible impairment of judgment for the employee of Agency X, who has contract management responsibilities, to accept outside employment with your business – a business that receives grants or contracts from Agency X.

Guide for Current or Potential State Contractors

Sessional Contribution Ban for Client Lobbyists (Conn. Gen. Stat. § 9-610 (e).)

Registered lobbyists and their affiliated political action committees (PACs) are banned from soliciting or donating political campaign contributions. Specifically, there is a temporary ban while the General Assembly is in session that applies to all registered client lobbyists and their affiliated PACs. Please contact the State Elections Enforcement Commission at 860-256-2940 for more information.

Public Act 05-287

Public Act 05-287 prohibits anyone who is a party (or seeking to become a party) to a large state construction, procurement, or consultant services contract over \$500,000 from:

- Soliciting information from a public official or state employee that is not available to other bidders for that contract, with the intent to obtain a competitive advantage;
- Intentionally or recklessly charging a state agency for work not performed or goods or services not provided;
- Falsifying invoices or bills; or
- Intentionally violating or circumventing state competitive bidding and ethics laws.

This Act also requires any prospective state contractor to affirm in writing that he or she has received a summary of the state's ethics laws and that his or her key employees have read and understood the summary and agree to comply with the applicable provisions. Conn. Gen. Stat. § 1-101qq.

An affirmation form is available through the Connecticut Office of Policy and Management.

Executive Orders

Executive Order 3

Under this Order, the Department of Administrative Services established and maintains on its Web site the State Contracting Portal for purposes of posting all contracting opportunities with state agencies and providing information on contracting processes and procedures.

Executive Order 7C

This Order covers the State Contracting Standards Board, established to conduct a comprehensive review of existing procurement and contracting laws and prepare a uniform code to govern all aspects of procurement and contracting.

The full text of these Executive Orders can be found on the Governor's Web site, www.ct.gov/governorrell/site/default.asp.

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

[Handwritten Signature]

SIGNATURE

12/03/2013

DATE (mm/dd/yyyy)

NAME OF SIGNER

First Name	MI	Last Name	Suffix
RICHARD	E	COUCH	

TITLE

LLC MEMBER

COMPANY NAME

MARTINEZ COUCH & ASSOCIATES LLC

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"



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: Martinez Couch & Associates, LLC

INSTRUCTIONS:

CHECK ONE: Initial Certification.
 Amendment or renewal.

A. Who must complete this certification pursuant to P.A. No. 13-162. Prior to submitting a bid proposal, or, if there was no bid process, prior to executing a contract, for all large state contracts, this certification 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 ("Respondent").

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 remainder of the certification, but must submit this certification 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 remainder of the certification 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 provided in section 4-250 of the Connecticut General Statutes; and
2) "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 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:

[] 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.

Printed Respondent Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this ___ day of ___, 20__.

Commissioner of the Superior Court (or Notary Public)

TR1404513

received
2-11-2015

STATE OF CONNECTICUT
DEPARTMENT OF HOUSING



CONTRACT AMENDMENT

Contractor: MARTINEZ, COUCH & ASSOCIATES, LLC
Contractor Address: 1084 CROMWELL AVENUE, SUITE A-2, ROCKY HILL, CT 06067
Contract Number: 13DOH0011PS
Amendment Number: A1
Amount as Amended: \$2,000,000.00
Contract Term as Amended: 12-1-13 through 12-31-16

The contract between **Martinez, Couch & Associates, LLC** (the Contractor) and the Department of Housing (the Department), which was last executed by the parties and signed by the Commissioner on 12-17-13, is hereby amended as follows:

1. The total maximum amount payable under this contract is increased by **\$1,000,000.00** from **\$1,000,000.00** to **\$2,000,000.00**. The increase in funding is for the continuation of Architectural, Engineering and Contractor Management services for Superstorm Sandy Owner Occupied Rehabilitation and Rebuilding Program as outlined in the original contract.
2. The term of the contract is extended for an additional 13 months and the end date of the contract is changed from November 30, 2015 to December 31, 2016.

This document constitutes an amendment to the above numbered contract. All provisions of that contract, except those explicitly changed above by this amendment and all subsequent amendments hereto, shall remain in full force and effect.


SIGNATURES AND APPROVALS

13DOH0005PS A1

The Contractor IS NOT a Business Associate under the Health Insurance Portability and Accountability Act of 1996 as amended.

Documentation necessary to demonstrate the authorization to sign must be attached.

CONTRACTOR – MARTINEZ, COUCH & ASSOCIATES, LLC



(Name and Title of Signatory) **LLC MEMBER**

02/03/2015

Date

DEPARTMENT OF HOUSING




EVONNE M. KLEIN, *Commissioner*

2/17/15

Date

OFFICE OF THE ATTORNEY GENERAL



ASST. / ASSOC. ATTORNEY GENERAL *Joseph Rubin* (Approved as to form)

ASSOC. ATTY. GENERAL

4/13/15

Date

Evans, George

From: Dakers, Robert
Sent: Wednesday, February 25, 2015 4:34 PM
To: Sopelak, Megan; Gordon, Susan T; Delaire, Hermia
Cc: Dakers, Robert
Subject: Final Disposition for Amendment PSA 2015_18598

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

SG-SANDY ARCHITECTURAL, ENGINEERING AND CONSTRUCTI (2015_18598)

Contractor: Various

Effective Date: 03/01/15 - 12/31/16

Estimated Cost: \$6,500,000.00

Comments/Conditions: Approved RSD 2-25-15

Robert Dakers
Executive Financial Officer

September 28, 2011

The Members of Martinez Couch & Associates LLC – the company, are

A. Rafael Martinez, and Richard E. Couch


Either Member is authorized to act on behalf of the company by signature.

Either A. Rafael Martinez or Richard E. Couch is authorized to act on behalf of Martinez Couch & Associates LLC in regards to the affairs and closings relating to the Sprecher property.

If you have any questions please do not hesitate to call me at 860-436-4364.

Sincerely,

Martinez Couch & Associates, LLC


A. Rafael Martinez
Member


Richard E Couch P.E.
Member



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(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

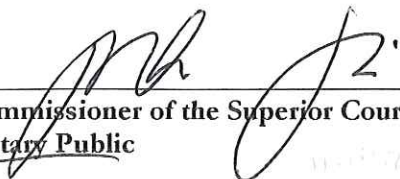
For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or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

AFFIDAVIT:

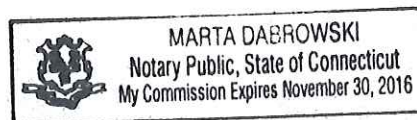
I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am (Title of Signatory) LLC Member of **Martinez, Couch & Associates, LLC**, an entity duly formed and existing under the laws of the State of Connecticut. I certify that I am authorized to execute and deliver this affidavit on behalf of **Martinez, Couch & Associates, LLC** and that **Martinez, Couch & Associates, LLC** has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

 RICHARD COUCH
(Name of Signatory)

Sworn and subscribed to before me on this 3rd day of February, 2015.


Commissioner of the Superior Court/
Notary Public

11/30/16
Commission Expiration Date





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 in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2)

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 December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(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(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(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:

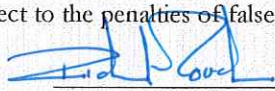
<u>Contribution</u>	<u>Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

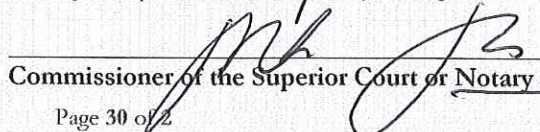
<u>Contribution</u>	<u>Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

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

Martinez, Couch & Associates, LLC
Printed Contractor Name

 **RICHARD COUCH LLC MEMBER.**
(Name and Title of Signatory)

Subscribed and acknowledged before me this 3rd day of February, 2015.


Commissioner of the Superior Court or Notary Public
Page 30 of 2





**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 Martinez Couch & Associates, LLC Name of Firm (if applicable)
12/1/13 12/31/16 schedule d
 Start Date End Date Cost

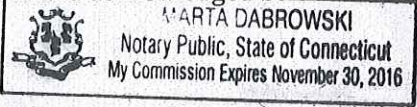
Description of Services Provided: Architectural, Engineering and Construction Management Services

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.

Martinez, Couch & Associates, LLC Richard Couch RICHARD COUCH LLC MEMBER
 Printed Contractor Name (Name and Title of Signatory)
 Department of Housing
 Awarding State Agency

Subscribed and acknowledged before me this 3rd day of February, 2015.
 Page 31 of 2


 Commissioner of the Superior Court or Notary Public



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.

Signature

Richard Couch

Date 2/3/2015

LLC MEMBER

Printed Name

Martinez Couch & Associates, LLC

Firm or Corporation (if applicable)

1084 Cromwell Avenue
Street Address

Rocky Hill CT 06067
City State Zip

Department of Housing
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: _____

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:

[] 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.

Printed Respondent Name Official

Printed Name of Authorized

Signature of Authorized Official

Subscribed and acknowledged before me this ___ day of ___, 20__.

Commissioner of the Superior Court (or Notary Public)

My Commission Expires



**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.

Martinez, Couch & Associates, LLC

Contractor Name

Department of Housing

Awarding State Agency

Evonne M. Klein
State Agency Official or Employee Signature

4/20/15
Date

Evonne M. Klein

Commissioner

Printed Name

Title

Sworn and subscribed before me on this 20 day of April, 2015.

M. Delaire

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

HERMIA M. DELAIRE
NOTARY PUBLIC

~~MY COMMISSION EXPIRES AUG. 31, 2019~~
My Commission Expires

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) ORIGINAL AMENDMENT (2) IDENTIFICATION NO. P.S. 13DOH0011PS

CONTRACTOR	(3) CONTRACTOR NAME Martinez Couch & Associates, LLC	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS 1084 Cromwell Avenue, Suite A-2, Rocky Hill, CT 06067	CONTRACTOR FEIN/SSN - SUFFIX 06-1554807

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

CONTRACT PERIOD	(6) DATE (FROM) 12/1/2013	THROUGH (TO) 11/30/2015	(7) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input checked="" type="checkbox"/> CONTRACT AWARD NO. <u>1</u> <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 <u>30</u>
----------------------------	--	--

COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)	
	To provide Architectural, Engineering and Construction Management Services for the Superstorm Sandy Owner Occupied Rehabilitation and Rebuilding Program in accordance with Attachment A hereto and all applicable local, state and federal requirements.	

COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES. Monthly, one (1) month in arrears in accordance with the Fee Schedule.	
--------------------------------------	---	--

(11) OBLIGATED AMOUNT	\$1,000,000.00
-----------------------	----------------

(12) AMOUNT	(13) FUND	(14) DEPARTMENT	(15) SID	(16) PROGRAM	(17) ACCOUNT	(18) PROJECT/ GRANT	(19) CHARTFIELD 1	(20) CHARTFIELD 2	(21) BUDGET REFERENCE
1,000,000	12060	DOH46961	29501	51005	51230	DOH2066100			2014

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 LLC MEMBER	DATE 12/4/2013	
(24) AGENCY (AUTHORIZED OFFICIAL) 	TITLE COMMISSIONER	DATE 12/17/13	
(25) OFFICE OF POLICY & MANAGEMENT/DEPARTMENT OF ADMINISTRATIVE SERVICES See attached email	TITLE	DATE	
(26) ATTORNEY GENERAL (APPROVED AS TO FORM) 	TITLE ATTORNEY GENERAL	DATE 12/30/13	

Chambers, Wendy

Martinez

From: Dakers, Robert
Sent: Thursday, December 05, 2013 11:51 AM
To: Heriot, Joyce E
Cc: Dakers, Robert
Subject: Final Disposition for Personal Service Agreement PSA 2014_14914

The Office of Policy and Management has Approved the following Personal Service Agreement PSA

SANDY ARCHITECTURAL, ENGINEERING AND CONSTRUCTION (2014_14914)

Contractor: N/A

Effective Date: 12/1/2013 - 11/30/2015

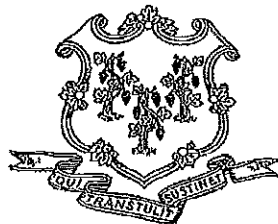
Estimated Cost: \$1,000,000.00

Comments/Conditions: Approved RSD 12-5-13

Robert Dakers

Executive Financial Officer

STATE OF CONNECTICUT
DEPARTMENT OF HOUSING



CONTRACT AMENDMENT

Contractor: MARTINEZ, COUCH & ASSOCIATES, LLC
Contractor Address: 1084 CROMWELL AVENUE, SUITE A-2, ROCKY HILL, CT 06067
Contract Number: 13DOH0011PS
Amendment Number: A2
Amount as Amended: \$2,500,000.00
Contract Term as Amended: 12-1-2013 through 12-31-2017

The contract between Martinez, Couch & Associates, LLC (*the Contractor*) and the Department of Housing (*the Department*), which was last executed by the parties and signed by the Department's Commissioner on February 24, 2015, is hereby further amended as follows:

1. The total maximum amount payable under this contract is increased by \$500,000.00 from \$2,000,000.00 to \$2,500,000.00.
2. The term of the contract is extended for an additional 12 months and the end date of the contract is changed from December 31, 2016 to December 31, 2017.
3. The Amended and Restated Attachment A, attached hereto as Exhibit 1, amends and restates Attachment A to the original Contract Number 13DOH0011PS (the "Original Attachment A"), to reflect recently modified state contracting provisions. Amended and Restated Attachment A is executed and delivered in substitution and replacement of Original Attachment A. The term of the Amended and Restated Attachment A will commence on the date it is approved by the Office of the Attorney General.

This document constitutes an amendment to the above numbered contract. All provisions of that contract, except those explicitly changed above by this amendment, shall remain in full force and effect.

SIGNATURES AND APPROVALS

13DOH0011PS A2

The Contractor IS NOT a Business Associate under the Health Insurance Portability and Accountability Act of 1996 as amended.

Documentation necessary to demonstrate the authorization to sign must be attached

CONTRACTOR - MARTINEZ, COUCH & ASSOCIATES, LLC

MARTINEZ COUCH & ASSOCIATES LLC

Contractor (Corporate/Legal Name of Contractor)

Richard Couch

Authorized Official (Signature)

7/15/2016

Date

LLC MEMBER

Title

DEPARTMENT OF HOUSING

Evonne M. Klein

EVONNE M. KLEIN, *Commissioner*

Date

7/19/16

OFFICE OF THE ATTORNEY GENERAL

Robert W. Clark

ASST. / ASSOC. ATTORNEY GENERAL (Approved as to form & legal sufficiency)

Robert W. Clark

8/3/16

Date

EXHIBIT 1

AMENDED AND RESTATED ATTACHMENT A

(beginning on following page)

**Connecticut Department of Housing
Contract 13DOH0011PS
Amended and Restated Attachment A**

AMENDED AND RESTATED ATTACHMENT A

This Amended and Restated Personal Service Agreement (hereinafter "**Agreement**") entered into this 7 day of ^{July} ~~June~~, 2016 (the "**date of execution**"), by and between the STATE OF CONNECTICUT acting herein by its Department of Housing (hereinafter the "State" or "DOH") pursuant to Connecticut General Statutes ("**CGS**") sections 4-8 and 8-206 and Martinez Couch & Associates, LLC (hereinafter "**Contractor**"). This Agreement amends and restates in its entirety the Attachment A to Contract No. 13DOH0011PS. The parties hereto agree that the services specified below shall be provided by the Contractor in strict compliance with the provisions of this Agreement. REC

TERM

Performance under this Agreement shall commence on the date the Agreement is approved by the Office of the Attorney General, but may be terminated at will by either party upon thirty (30) days written notice as more fully set forth in Part 1, Section 19 of this Agreement.

Part 1

CONDITIONS

1. Entire Agreement

This Agreement, including all Exhibits hereto, embodies the entire agreement between the State and the Contractor on the matter 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 the predecessors. No change, 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 Deputy. This Agreement shall insure to the benefit of each party's heirs, successors, and assigns.

2. Changes in Services

When changes in the services are required or requested by the State, Contractor shall promptly estimate their monetary effect and so notify the State. Contractor shall implement no change 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.

3. 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

**Connecticut Department of Housing
Contract 13DOH0011PS
Amended and Restated Attachment A**

performing this Agreement, maintaining complete control over its employees and all of its subcontractors. Contractor shall perform all services in accordance with its methods, subject to compliance with this Agreement and all applicable laws and regulations. Contractor shall furnish fully qualified personnel to perform the services under this Agreement. 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.

4. Notices

Unless otherwise expressly provided to the contrary, notices provided for hereunder shall be in writing and may be delivered personally or by mail. Notices will be effective if delivered personally or, if by mail, upon receipt, to the following addresses:

STATE: State of Connecticut
Department of Housing
505 Hudson Street 2nd floor
Hartford, CT 06106
U. S. A.

ATTENTION: Hermia Delaire, CDBG-DR Project Manager

CONTRACTOR: Martinez Couch & Associates, LLC
1084 Cromwell Avenue, Suite A-2
Rocky Hill, CT 06067
Telephone Number: 860-436-4364

ATTENTION: Richard Couch, PE

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

5. Laws and Regulations

The laws of the State of Connecticut shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement. The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. The 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

**Connecticut Department of Housing
Contract 13DOH0011PS
Amended and Restated Attachment A**

in any forum and further irrevocably submit to such jurisdiction in any suit, action or proceeding.

Contractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations and orders of the governmental authorities, including those having jurisdiction over its registration and licensing to perform services hereunder.

6. Labor and Personnel

At all times, Contractor shall utilize approved, qualified personnel and any State approved subcontractor 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' performance or subcontractor's performance 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. 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 a fifteen-day (15) 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 employee should not be reassigned. However, at the State's decision and sole discretion, after such 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.

7. Conflicts, Error, Omissions and Discrepancies

- (a) In the event of any conflict between the provisions of this Agreement and the provisions of Form CO-802A to which this Agreement is attached, the provisions of this Agreement shall control.
- (b) In case of conflicts, discrepancies, error or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by the 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, error or omissions which are performed by Contractor prior to clarification by the State shall be at Contractor's risk.

8. Indemnity

Contractor hereby indemnifies and shall defend and hold harmless the State, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees,

**Connecticut Department of Housing
Contract 13DOH0011PS
Amended and Restated Attachment A**

costs and expenses of whatsoever kind or nature arising out of the performance of this agreement, including those arising out of injury to or death of Contractor's employees or subcontractor, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors.

9. Nondisclosure

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

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

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

**Connecticut Department of Housing
Contract 13DOH0011PS
Amended and Restated Attachment A**

As used in this Agreement, the term "Contractor Parties" means 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.

As used in this Agreement, the term "Records" means 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.

As used in this Agreement, the term "Claims" means 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.

11. 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.

12. Promotion

Unless specifically authorized in writing by the Commissioner of Housing 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 or employees, or seal of the State:

- (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 names of the State, its officials or employees or the State Seal in any 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.

13. Survival

The rights and obligations of the parties which by their nature survive termination or completion of this Agreement, including but not limited to those set forth herein in Part 1, Sections 8, 9, 13 and 15 of this Agreement, shall remain in full force and effect.

14. Confidentiality

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

**Connecticut Department of Housing
Contract 13DOH0011PS
Amended and Restated Attachment A**

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

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

(b) Protection of Confidential Information

(i) 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.

(ii) Each Contractor or Contractor Party shall 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 Department or State or concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- a. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

**Connecticut Department of Housing
Contract 13DOH0011PS
Amended and Restated Attachment A**

- b. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
- c. A process for reviewing policies and security measures at least annually;
- d. Creating secure access controls to Confidential Information, including but not limited to passwords; and
- e. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(iii) The Contractor and Contractor Parties shall notify DOH 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 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 Department 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 CGS § 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 Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DOH, any State of Connecticut entity or any affected individuals.

(iv) 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.

(v) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

15. Non-Discrimination

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

- (i) "Commission" means the Commission on Human Rights and Opportunities;
- (ii) "Contract" and "contract" include any extension or modification of the Agreement;

**Connecticut Department of Housing
Contract 13DOH0011PS
Amended and Restated Attachment A**

- (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (vii) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (viii) "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
- (ix) "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 Article 15 of this Agreement, "**contract**" does not include a contract where each contractor is: (i) a political subdivision of the State, including, but not limited to, a municipality unless the contract is a municipal public works contract or quasi-public agency project contract; (ii) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in CGS § 1-267; (iii) the federal government; (iv) a foreign government; or (v) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (i), (ii), (iii), or (iv).

**Connecticut Department of Housing
Contract 13DOH0011PS
Amended and Restated Attachment A**

(b) (1) Pursuant to CGS § 4a-60, (i) 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. 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; (ii) 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; (iii) 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; (iv) 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 said Commission pursuant to CGS §§ 46a-56, 46a-68e, 46a-68f and 46a-86; (v) 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 this Article 15 and CGS § 46a-56.

(2) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that it will make good faith efforts to employ minority and women business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

(3) 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.

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

(5) The Contractor shall include the provisions of subsection (b) of this Section 15 in every subcontract or purchase order entered into in order to fulfill any obligation of a

**Connecticut Department of Housing
Contract 13DOH0011PS
Amended and Restated Attachment A**

contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, 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 regarding a state contract, the Contractor may request the State enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

- (c) (1) Pursuant to the provisions of CGS § 4a-60a, (i) 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; (ii) 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; (iii) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to CGS § 46a-56; and (iv) 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 this section and CGS § 46a-56.

(2) The Contractor shall include the provisions of subsection (c) of this Section 15 in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency 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 regarding a state contract, the Contractor may request the State to enter into any such litigation

**Connecticut Department of Housing
Contract 13DOH0011PS
Amended and Restated Attachment A**

or negotiation prior thereto to protect the interests of the State and the State may so enter.

16. Additional Required Federal Provisions

(a) Labor Provisions

No contract award under this Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the United States Department of Labor to receive an award of such contract.

This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u), as amended ("Section 3"), the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to authorization of funding for this Project. The Contractor shall cause or require to be inserted in full in all Section 3 covered contracts and subcontracts for work financed in whole or in part with assistance provided under this contract, the following Section 3 clause set forth in HUD regulation 24 CFR 135.38:

"The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. section 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135,

**Connecticut Department of Housing
Contract 13DOH0011PS
Amended and Restated Attachment A**

and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts."

With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

(b) Nondiscrimination Provisions

The Contractor will comply with all provisions of Federal Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

(c) Miscellaneous Provisions

(i) No member or Delegate to Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

(ii) The Contractor will adopt and enforce appropriate measures to assure that no member of its governing body and none of its officers or employees shall, prior to the completion of the Project, acquire or maintain any interest in any contract or proposed contract with the undertaking of the Project. The Commissioner may waive the requirements of this section upon the written request of the Contractor.

**Connecticut Department of Housing
Contract 13DOH0011PS
Amended and Restated Attachment A**

(iii) Nothing contained in this Agreement shall create or justify any claim against the State, its agencies or officers, by any person or entity whatsoever that is not party to this Agreement.

(iv) The Contractor certifies that it will comply with the Fair Housing Act, 42 U.S.C. § 3601, et seq.

(v) By execution of this Agreement, the Contractor hereby certifies to the best of its knowledge and belief:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction, imposed under the authority of 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

17. Sovereign Immunity

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

**Connecticut Department of Housing
Contract 13DOH0011PS
Amended and Restated Attachment A**

18. Termination

The parties mutually agree that either may terminate this Agreement upon thirty (30) days written notice delivered to the other by certified or registered mail to the notice addresses as provided in Section 4 of this Part.

19. Terms

Wherever the term "Commissioner" is used in this Agreement it shall include the State Commissioner of Housing, her authorized agent, employee or designee.

20. Assignment

This agreement shall not be assigned by either party without the written consent of the other.

21. Third Parties

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

22. 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.

23. Subpoenas

In the event the State'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 Part 1 of this Agreement of such subpoena. Within thirty-six (36) hours of service, the Contractor shall send a written notice of the subpoenas together with a copy of the same to the person designated for the State in Section 4 of Part 1 of this Agreement.

**24. Governor Thomas J. Meskill's Executive Order No. 3
Non-Discrimination**

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this Agreement may be cancelled, terminated or suspended by the State Labor Commissioner for violation or of 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 Agreement performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion. The Borrower agrees as part consideration hereof, that this contract is subject

**Connecticut Department of Housing
Contract 13DOH0011PS
Amended and Restated Attachment A**

to the guidelines and rules issued by the State Labor Commissioner to implement Executive Order No. Three and that it will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State and the State Labor Commissioner.

**25. Governor John G. Rowland's Executive Order No. 16
Violence in the Workplace Prevention**

This Agreement is subject to, and Borrower hereby agrees to abide by Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, this Agreement may be cancelled, terminated or suspended by the State for violation or noncompliance with said Executive Order No. Sixteen.

**26. Governor Thomas J. Meskill's Executive Order No. 17
Employment Opportunities**

This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be cancelled, terminated or suspended by the Commissioner or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that the 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 Agreement performance in regard to listing all employment openings with the Connecticut Employment Service.

**27. Governor M. Jodi Rell's Executive Order No. 14
Cleaning Products and Governor Dannel P. Malloy's Executive Order No. 49 Gifts
and Contributions**

This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions. If Executive Orders 14 or 49 are applicable, they are deemed to be incorporated into and made a part of the Agreement as if it had been fully set forth in it.

28. 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

**Connecticut Department of Housing
Contract 13DOH0011PS
Amended and Restated Attachment A**

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 provisions of Chapter 10 of the Connecticut General Statutes as of the date such affidavit is submitted in accordance with the provisions of Section 51 of P.A. No. 05-287.

29. Insurance Requirements for Personal Service Agreement of \$100,000 or more

(a) Contractor shall procure and maintain for the duration of the contract the following types of insurance, in amounts no less than the stated limits, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder:

- (i) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operation, Independent Contractors, Product and Completed Operations and Contractual Liability. If a general aggregate is used the general aggregate limit shall apply separately to this agreement or the general aggregate limit shall be twice the occurrence limit.
- (ii) Workers' Compensation and Employer's Liability: Statutory coverage in compliance with compensation laws of The State of Connecticut. Coverage shall include Employer's Liability with a minimum limit of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
- (iii) Professional Liability: The contractor shall maintain professional liability coverage providing for a total limit of \$1,000,000 to cover any act, error or omission to cover any claim arising from the performance of the designated professional services (if available).

(b) Additional Insurance Provisions

- (i) The State of Connecticut Department of Housing, its officials and employees shall be named as an Additional Insured on the Commercial General Liability Policy.
- (ii) Described insurance shall be primary coverage and contractor and contractor's insurer shall have no right of subrogation recovery or subrogation against the State of Connecticut.
- (iii) Contractor shall assume any and all deductibles in the described insurance policies.
- (iv) Each insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail has been given to the State of Connecticut.

**Connecticut Department of Housing
Contract 13DOH0011PS
Amended and Restated Attachment A**

- (v) Each policy shall be issued by an Insurance Company licensed to do business by Connecticut Department of Insurance and having a Best Rating of A-, VII, or better.

30. Large State Contracts

Pursuant to CGS §§ 4-250, 4-251, 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 affidavit, which Contractor shall update on an annual basis in accordance with paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1. In addition, pursuant to paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1, anyone who executes and files said gift affidavit shall also execute and file a campaign contribution affidavit disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

31. Large State Construction or Procurement Contract

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

32. Campaign Contribution Restrictions

For all State contracts as defined in CGS § 9-612(g) 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 Attachment B [SEEC Form 11].

**Connecticut Department of Housing
Contract 13DOH0011PS
Amended and Restated Attachment A**

Part 2

SPECIFICATION OF SERVICES

1. Scope

This Agreement is entered into by and between DOH and the Contractor to provide the DOH with Architectural, Engineering and Contractor Management services in order to facilitate the timely remediation, reconstruction and/or replacement of properties damaged by Storm Sandy on October 29, 2012.

2. Contractor's Responsibilities

The following information outlines the minimum services that the Contractor will be required to provide: general services, evaluation of damaged properties; environmental review; cost estimates; plans and specifications; bidders meetings at site(s), evaluation of bid responses; and construction management & administration, each to the extent defined herein.

(a) General Services

At a minimum, following professional services shall be required, if applicable, and conducted by the Contractor's Team, including, but not limited to the following types of services:

- (i) Architectural;
- (ii) Civil Engineering;
- (iii) Structural Engineering;
- (iv) Mechanical/Electrical/Plumbing Engineering (including HVAC, Flood/Hurricane mitigation);
- (v) Predesigned, Feasibility, Environmental Studies and Clearance;
- (vi) Cost Estimating;
- (vii) Construction Project Management.

Initial Evaluation of Properties –

The Contractor will conduct an initial evaluation of each property assigned, including, at a minimum:

- 1. Visit each property assigned and walk through the property with the owner or the owner's representative;
- 2. Provide a general written evaluation of the unit to DOH based on the standard criteria established by the DOH;
- 3. Provide an approximate written estimate of the cost to bring the unit to code including mitigation, resiliency, green building and energy efficiency.

Cost Estimates –

The Contractor will, at DOH's request:

- 1. Develop construction documents and cost estimates for the rehabilitation or replacement of owner occupied single family units and small multifamily units

**Connecticut Department of Housing
Contract 13DOH0011PS
Amended and Restated Attachment A**

- damaged by Storm Sandy located in Fairfield, New Haven, New London and Middlesex counties and on the Mashantucket Reservation;
2. Review construction documents and cost estimates for the rehabilitation or replacement of owner-occupied single and small multifamily units damaged by Storm Sandy located in Fairfield, New Haven, New London and Middlesex counties and the Mashantucket Reservation;
 3. Review construction documents and cost estimates for the construction of replacement units for multifamily units lost;
 4. For units being rehabilitated within in the 500-year or 100-year floodplains, include mitigation and resiliency in the cost estimate;
 5. For units requiring rehabilitation exceeding fifty-one percent (51%) of the pre-storm value of the unit, include green building and energy efficiency to the extent practicable in the cost estimate.

Plans, Specifications and Bid Process –

The Contractor will, at DOH's request:

1. Provide plans and specifications packages for each owner occupied single family rehabilitation or replacement which meet all required state and local codes and the standards adopted by DOH , and where applicable, meeting the Secretary of the Interior's Standards for the Rehabilitation of Historic Properties (SOI Standards) if applicable;
2. Provide DOH with an estimated cost for each owner-occupied single family rehabilitation or replacement based on the plans and specifications;
3. Provide DOH with a separate estimated cost for each owner-occupied single family mitigation to meet requirements for the FEMA Hazardous Mitigation Grants Program (HMGP) if applicable;
4. Provide DOH with an estimated cost for each small multifamily rehabilitation or replacement activity, based on the plans and specifications;
5. Provide DOH with a separate estimated cost for each small multifamily mitigation to meet requirements for HMGP;
6. Lead general contractor walk-through by fully explaining all plans, permits and other requirements for general contractors as well as to respond to all questions; and;
7. Provide technical reviews and evaluations of bid responses as well as recommendations to DOH.

(b) Construction Administration –

General Administration

At a minimum, the Contractor shall insure that:

1. DOH's investment is protected and risks are minimized.
2. Appropriate environmental reviews are completed and clearances are issued.
3. The activities are performed in accordance with the DOH accepted construction documents, applicable codes, and any environmental requirements and that all required permits have been obtained *prior* to the commencement of any construction.

**Connecticut Department of Housing
Contract 13DOH0011PS
Amended and Restated Attachment A**

4. The amount of funding requested on the Contractor's Requisition corresponds to the requirements for disbursement as detailed in the construction contract.
5. The quality of construction meets or exceeds the DOH Standards and/or Construction Industry Standards.

Observation

The duration and frequency of site visits shall comply with the following:

1. The activity period for each project typically lasts from ninety (90) days to six (6) months.
2. During the activity, weekly on-site visits are expected, unless special circumstances or special arrangements are made beforehand between the Contractor and DOH.
 - a) A weekly report of all on-site visits shall be provided to DOH each Wednesday summarizing the previous week's activities. Any schedule slip, improper or insufficient work, and any additional concerns must be fully explained in this report along with plans for mitigation.

Oversight

Duties and responsibilities include, but are not limited to, the following:

1. Attending project meetings;
2. Observing activity progress and reporting to DOH any outstanding issues or concerns;
3. Reviewing and recommending proposed change orders;
4. Reviewing monthly requisitions as detailed in construction contracts;
5. Assessing the installed work for comparison to the contractor's requisitions;
6. Communicating with DOH in writing, orally, and/or by email whenever necessary and;
7. Reporting any project related injury, emergency or major problem to DOH at the earliest possible time not to exceed one business day of the Contractor's knowledge thereof. This "Emergency Report" shall be telephoned to the designated number and emailed to DOH immediately thereafter. Backup telephone numbers will be provided in order to be certain that the timely report is received by DOH. Voice mail notification is not acceptable.

3. State's Responsibilities

DOH shall provide the following:

- a. Establish priorities of work performed by the Contractor.
- b. Oversee the overall activities of the Contractor.
- c. Shall make existing data and material available to assist in the performance of Contractor's responsibilities.

**Connecticut Department of Housing
Contract 13DOH0011PS
Amended and Restated Attachment A**

Part 3

INVOICING, PAYMENT AND MISCELLANEOUS FEATURES

1. Contractor will be paid in accordance with Exhibit A, Fee Schedule, on a monthly basis, 30-days in arrears for the duration of this Agreement.
2. Payments shall be made upon submission and approval of all invoices by the Commissioner of DOH or her designee.
3. Unless otherwise agreed to in writing, Contract value will not exceed two million, five-hundred thousand dollars (\$2,500,000.00).



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 Member of Martinez Couch & Associates, LLC, an entity
Signatory's Title Name of Entity

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


I certify that I am authorized to execute and deliver this affidavit on behalf of
Martinez Couch & Associates, LLC and that Martinez Couch & Associates, LLC
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

Richard Couch
Printed Name

Sworn and subscribed to before me on this 20 day of May 2016.


Commissioner of the Superior Court/ Notary Public 11/30/2016
Commission Expiration Date



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: Martinez Couch & Associates, LLC

INSTRUCTIONS:

CHECK ONE: 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:

- 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:

- 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.

Martinez Couch & Associates, LLC Richard Couch
Printed Respondent Name Printed Name of Authorized Official

[Signature]
Signature of Authorized Official

Subscribed and acknowledged before me this 20 day of May, 2016.

[Signature] / Marta Dabrowski
Commissioner of the Superior Court (or Notary Public)
11/30/2016
My Commission Expires



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 in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2)

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 December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(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(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(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>

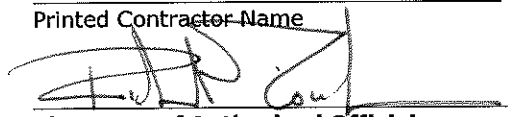
Lawful Campaign Contributions to Candidates for the General Assembly:

<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.

Martinez Couch & Associates, LLC
Printed Contractor Name

Richard Couch, PE
Printed Name of Authorized Official


Signature of Authorized Official

Subscribed and acknowledged before me this 20 day of May, 2016.


Commissioner of the Superior Court (or Notary Public)

My Commission expires: 11/30/2016



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:**


<u>Richard Couch , Member</u>		<u>Martinez Couch & Associates, LLC</u>
Consultant's Name and Title		Name of Firm (if applicable)
<u>12/1/2013</u>	<u>12/31/2017</u>	<u>\$2,500,000</u>
Start Date	End Date	Cost

Description of Services Provided: A/E/C and construction management services


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.

<u>Martinez Couch & Associates, LLC</u>		<u>5/20/2016</u>
Printed Name of Bidder or Contractor	Signature of Principal or Key Personnel	Date
<u>Richard Couch</u>	<u>DOH</u>	
Printed Name (of above)	Awarding State Agency	

Sworn and subscribed before me on this 20 day of May, 2016.


Commissioner of the Superior Court
or Notary Public
My commission expires: 11/30/2016



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.

Handwritten signature of Richard Couh

Handwritten date: 5/20/2016

Signature

Date

Richard Couh

Member

Printed Name

Title

Martinez Couch & Associates, LLC

Firm or Corporation (if applicable)

1084 Cromwell Avenue,
Street Address

Rocky Hill
City

CT 06067
State Zip

Department of Housing
Awarding State Agency



**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.

Martinez, Couch & Associates, LLC

Contractor Name

Department of Housing

Awarding State Agency

Evonne M. Klein

State Agency Official or Employee Signature

Evonne M. Klein

Printed Name

5/24/14

Date

Commissioner

Title

Sworn and subscribed before me on this _____ day of _____, 20____.

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

My Commission Expires

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) ORIGINAL AMENDMENT (2) IDENTIFICATION NO. P.S. 13DOH0011PS

CONTRACTOR	(3) CONTRACTOR NAME Martinez, Couch & Associates, LLC		(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS 1084 Cromwell Ave, Suite A-2, Rocky Hill, CT 06067		CONTRACTOR FEIN/SSN - SUFFIX 06-1554807
STATE AGENCY	(5) AGENCY NAME AND ADDRESS Department of Housing, 505 Hudson Street, Hartford, CT 06106		
CONTRACT PERIOD	(6) DATE (FROM) 12/1/2013	THROUGH (TO) 12/31/2018	(7) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input checked="" type="checkbox"/> CONTRACT AWARD NO. 13DOH001 <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.) To Provide Architectural, Engineering and Construction Management Services for the Superstorm Sandy Owner Occupied Rehabilitation and Rebuilding Program in accordance with Attachment A hereto and all applicable local, state and federal requirements. The total contract amount payable under this contract is increased by \$400,000.00 from \$2,500,000.00 to \$2,900,000.00 and the term of the contract is extended for an additional 12 months to 12/31/2018
--	---

COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES. Monthly, one (1) month in arrears in accordance with the Fee Schedule
--------------------------------------	--

(12) AMOUNT	(13) FUND	(14) DEPARTMENT	(15) SID	(16) PROGRAM	(17) ACCOUNT	(18) PROJECT/ GRANT	(19) CHARTFIELD 1	(20) CHARTFIELD 2	(21) BUDGET REFERENCE
\$400,000.00	12060	DOH46961	29501	51005	51210	DOH2066100			2014

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 LLC Manager	DATE 8/1/2017	
(24) AGENCY (AUTHORIZED OFFICIAL) 	TITLE Commissioner	DATE 8/25/17	
(25) OFFICE OF POLICY & MANAGEMENT/DEPARTMENT OF ADMINISTRATIVE SERVICES see next pg	TITLE	DATE	
(26) ATTORNEY GENERAL (APPROVED AS TO FORM) 	ASSOC. ATTY. GENERAL	DATE 8/30/17	

Delaire, Hermia

From: Osmond, Adam
Sent: Friday, August 18, 2017 7:55 AM
To: Delaire, Hermia
Subject: FW: Final Disposition for Amendment PSA 2018_29137

Good Morning,

Your PSA has been approved.

Adam

From: robert.dakers@ct.gov [<mailto:robert.dakers@ct.gov>]
Sent: Thursday, August 17, 2017 4:11 PM
To: Heriot, Joyce E <Joyce.Heriot@ct.gov>
Cc: Dakers, Robert <Robert.Dakers@ct.gov>
Subject: Final Disposition for Amendment PSA 2018_29137

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

SC-SANDY ARCHITECTURAL, ENGINEERING AND CONSTRUCTI (2018_29137)

Contractor: Martinez Couch & Associates, LLC

Effective Date: 07/31/2017 - 12/31/2018

Estimated Cost: \$400,000.00

Comments/Conditions: Approved RSD 8-17-17

Robert Dakers
Executive Financial Officer



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 Member of Martinez Couch & Associates LLC, an entity
Signatory's Title Name of Entity
duly formed and existing under the laws of State of Connecticut
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of
Martinez Couch & Associates LLC and that Martinez Couch & Associates LLC
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.

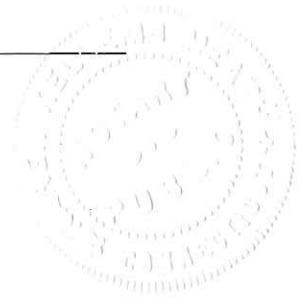
[Signature]
Authorized Signatory

RICHARD COUCH.
Printed Name

Sworn and subscribed to before me on this 1ST day of August 2017.

[Signature]
Commissioner of the Superior Court / Notary Public

10/31/18
Commission Expiration Date





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 in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2)

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 December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(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(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(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>
None				

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>
None				

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

Martinez Couch & Associates, LLC

Printed Contractor Name

Richard Couch

Printed Name of Authorized Official

[Signature]

Signature of Authorized Official

Subscribed and acknowledged before me this 11th day of August, 2012.

Karen Kellems Heath
Commissioner of the Superior Court (or Notary Public)





**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.

Martinez, Couch & Associates, LLC

Contractor Name

Department Of Housing

Awarding State Agency

Evonne M. Klein

State Agency Official or Employee Signature

Evonne M. Klein

Printed Name

8/25/17

Date

Commissioner

Title

Sworn and subscribed before me on this 25th day of August, 2017.

[Signature]

Commissioner of the Superior Court
or Notary Public

**HERMIA M. DELAIRE
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2019**



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:**

_____		Martinez, Couch & Associates, LLC
Consultant's Name and Title		Name of Firm (if applicable)
12/1/2013	12/31/2018	\$2,900,000.00
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.

Richard Couch [Signature] 8/1/2012
 Printed Name of Bidder or Contractor Signature of Principal or Key Personnel Date
Richard E. Couch _____
 Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this 1st day of August, 2012
[Signature]
Commissioner of the Superior Court
or Notary Public





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.
[X] 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.

Signature

Richard Couch, PE
Printed Name

Martinez, Couch & Associates, LLC
Firm or Corporation (if applicable)

1084 Cromwell Ave, Suite A-2
Street Address

Date

Member
Title

Rocky Hill
City

CT 06067
State Zip

State of CT DOH
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: _____

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 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:

- [] 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:

- [] 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.

Martinez, Couch & Associates, LLC
Printed Respondent Name

Richard, Couch
Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this 17th day of August, 2017.
Faren Kelloms
Commissioner of the Superior Court (or Notary Public)
10/31/18
My Commission Expires





Dannel P. Malloy
Governor

STATE OF CONNECTICUT
DEPARTMENT OF HOUSING



Evonne M. Klein
Commissioner

December 3, 2018

Richard Couch, PE
Martinez Couch & Associates
1084 Cromwell Avenue, Suite A-2
Rocky Hill, CT 06067

Dear Mr. Couch:

Please find attached the PSA extending your contract with the Department of Housing for the Community Development Block Grant until September 5th, 2019. The current contract expires on December 30th, 2018 and according to our records there is a balance of \$ 154,564.05 that has not been disbursed on this contract. In order to ensure that these funds do not expire we are extending your contract which will give you an additional eight months to expend all funds and complete all projects under this contract.

According to federal regulations all CDBG-DR funds must be expended by the September 5, 2019. In order to ensure that we meet this deadline we are expecting that all housing recovery projects are completed and the contractors fully paid by June 30, 2019. I will recommend that if you have any open contracts that you inform your contractors of the June 30th deadline.

Please make every effort to execute the contract documents including the attached ethics forms and return to DOH within 15 days of receipt. Signed originals should be mailed to:

Department of Housing, 2nd floor,
CDBG-DR Program,
ATT: Hermia Delaire
505 Hudson Street,
Hartford, CT 06106

I solicit your assistance in this regard.

Sincerely,

Hermia Delaire
Program Director
"Team Sandy"
Community Development Block Grant - Disaster Recovery Program

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

CONTRACTOR	(3) CONTRACTOR NAME Martinez, Couch & Architects, LLC	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS 1084 Cromwell Ave, Suite A-2, Rocky Hill, CT 06067	CONTRACTOR FEIN/SSN - SUFFIX

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

CONTRACT PERIOD	(6) DATE (FROM) 07/31/17	THROUGH (TO) 09/05/19	(7) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input checked="" type="checkbox"/> CONTRACT AWARD NO. 13DOH 0011PS <input type="checkbox"/> NEITHER
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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.)	
	<p>To provide Architectural Engineering and Construction Management Services for Superstorm Sandy Owner Occupied Rehabilitation and Rebuilding Program in accordance with Attachment A hereto and all applicable local, State and federal requirements.</p> <p>The term of this contract is extended to 9/5/19</p>	

COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.	
	Monthly, one (1) month arrears in accordance with the fee schedule	

(11) OBLIGATED AMOUNT	0.00
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(12) AMOUNT	(13) FUND	(14) DEPARTMENT	(15) SID	(16) PROGRAM	(17) ACCOUNT	(18) PROJECT/ GRANT	(19) CHARTFIELD 1	(20) CHARTFIELD 2	(21) BUDGET REFERENCE
0.00	12060	DOH46961	29501	51005	51210	DOH2066100			2014

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	DATE	
(24) AGENCY (AUTHORIZED OFFICIAL)	TITLE	DATE	
(25) OFFICE OF POLICY & MANAGEMENT/DEPARTMENT OF ADMINISTRATIVE SERVICES	TITLE	DATE	
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)		DATE	



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 Member of Martinez Couch & Associates, LLC, an entity
Signatory's Title Name of Entity

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

I certify that I am authorized to execute and deliver this affidavit on behalf of
Martinez Couch & Associates, LLC and that Martinez Couch & Associates, LLC
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

Printed Name

Sworn and subscribed to before me on this _____ day of _____, 20_____.

Commissioner of the Superior Court/ Notary Public Commission Expiration Date



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 in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2)

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 December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(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(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(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>
None				

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>
None				

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

Martinez Couch & Associates, LLC
Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20__.

Commissioner of the Superior Court (or Notary Public)





**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.

Martinez Couch & Associates, LLC

Contractor Name

Department Of Housing

Awarding State Agency

State Agency Official or Employee Signature

Date

Printed Name

Title

Sworn and subscribed before me on this _____ day of _____, 20__.

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



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:

Table with 3 columns: Consultant's Name and Title, Start Date, End Date, Name of Firm (if applicable), Cost. Row 1: Martinez Couch & Associates, LLC, 12/1/2013, 9/5/2019, \$2,900,000.00

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.

Printed Name of Bidder or Contractor _____ Signature of Principal or Key Personnel _____ Date _____
Printed Name (of above) _____ Awarding State Agency _____

Sworn and subscribed before me on this _____ day of _____, 20____.

Commissioner of the Superior Court
or Notary Public



**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.

Signature
 Richard Couch, PE
 Printed Name
 Martinez Couch & Associates, LLC
 Firm or Corporation (if applicable)
 1084 Cromwell Ave, Suite A-2
 Street Address

Date
 Member
 Title
 Rocky Hill
 City
 CT
 State
 06067
 Zip

State of CT Department of Housing
 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: _____

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:

- [] 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:

- [] 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.

Martinez Couch & Associates, LLC
Printed Respondent Name

Richard, Couch
Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)

My Commission Expires