

GRANT
 PERSONAL SERVICE AGREEMENT

1. 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.
2. 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 #s.
 P.S. **2010-10100**
 P.O. **28255**

CONTRACTOR (3) CONTRACTOR NAME: **South Western Regional Planning Agency**
 CONTRACTOR ADDRESS: **888 Washington Blvd., 3rd Floor, Stamford, CT 06901**

(4) ARE YOU PRESENTLY A STATE EMPLOYEE? YES NO

CONTRACTOR FEIN/SSN: **06 0788886**

STATE AGENCY (5) AGENCY NAME AND ADDRESS: **DEP - Bur of Water Protection & Land Reuse-Planning & Standards Div, 79 Elm Street, Hartford, CT 06106-5127**
 (6) Dept No. **DEP4372**

CONTRACT PERIOD (7) DATE (FROM) **Upon approval** THROUGH (TO) **8/17/2011**

(8) INDICATE MASTER AGREEMENT CONTRACT AWARD NO. NEITHER

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

1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof. Appendix A consists of 3 pages numbered A-1 through A-3 inclusive.

Page 1 of 4

Standard Terms and Conditions are contained in Pages 2 through 4 and are attached hereto and made a part hereof.

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

Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. (Appendix B consists of 1 page(s) numbered B-1 through B-1).

Total Payments Not to Exceed the Maximum Amount of \$100,000.00.

(11) OBLIGATED AMOUNT
\$100,000.00

| (12) Amount | (13) Dept | (14) Fund | (15) SID | (16) Program | (17) Project | (18) Activity | (19) Bud Ref | (20) Agency CF 1 | (21) Agency CF 2 | (22) Account |
|--------------|-----------|-----------|----------|--------------|---------------|---------------|--------------|------------------|------------------|--------------|
| \$100,000.00 | DEP43720 | 12060 | 29061 | 61007 | DEPNONPROJECT | | 2010 | | | 55050 |
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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 (23) STATUTORY AUTHORITY: **CGS Sec. 22a-6(a)(2) as amended**

(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE): **Paul Selby** TITLE: **Chairman** DATE: **Nov. 17, 2009**

(25) AGENCY (AUTHORIZED OFFICIAL): **[Signature]** TITLE: **Bureau Chief** DATE: **12/4/09**

(26) ATTORNEY GENERAL (APPROVED AS TO FORM): **[Signature]** DATE: **12/29/09**

DISTRIBUTION: CONTRACTOR AGENCY FUNDS AVAILABLE **[Signature]** DATE: **12/10/09**

EXECUTIVE ORDERS

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

NON-DISCRIMINATION

References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, 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. 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, 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; (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 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; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (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 section 46a-56.

(b) 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 project.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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.

(d) 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.

(e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(f) The contractor shall include the provisions of sections (a) and (b) above 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 section 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.

(g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(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 of 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 section 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 section 46a-56.

(h) The contractor shall include the provisions of section (g) above 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 section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "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. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

INDEMNIFICATION

(a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Bid or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.

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

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

(d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency.

(e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

(f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

STATE LIABILITY

The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

STANDARD TERMS AND CONDITIONS

(Rev. 8/1/08)

1. Commissioner. For the purposes of this contract, "Commissioner" means the Commissioner of Environmental Protection or the Commissioner's designated agent. All correspondence submitted in accordance with this contract shall be submitted to: Terri Schnoor, 604(b) Program Coordinator, Department of Environmental Protection - Bureau of Water Protection and Land Reuse, Planning & Standards Division, 79 Elm Street, Hartford, CT 06106-5127.
2. Acknowledgment. The Contractor shall provide credit to the U.S. Environmental Protection Agency (EPA) and CT Department of Environmental Protection (DEP) as follows: "Funded in part by the Connecticut Department of Environmental Protection through a United States Environmental Protection Agency Clean Water Act Section 604(b) Grant" for its contribution to the project.
3. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this contract. Such approval shall not be unreasonably withheld.
4. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner or the Commissioner's authorized representative at their sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate or cancel this contract.
5. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
6. Assignability. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
7. Third Party Participation. The Contractor may make sub-awards to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor.
8. Set Aside. The Contractor agrees to make good faith efforts whenever procuring construction, equipment, services and supplies, to contract or sub-contract with minority business enterprises (MBE) and women's business enterprises (WBE) and to ensure that sub-recipients, loan recipients, and prime contractors are advised to make these good faith efforts. The Contractor will document the affirmative action steps it has taken to identify and contract or sub-contract with MBEs and WBEs, and will maintain records of its good faith efforts, which records must be retained and made available upon request for a period of three years.
9. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
10. Definition of "Execution." This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount exceeding three thousand dollars (\$3,000.00), by the authorized representative of the state Attorney General's office.
11. State Audit (for grants only). The Contractor receiving federal funds must comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Contractor receiving state funds must comply with the Connecticut General Statutes §§ 7-396a and the State Single Audit Act, §§ 4-230 through 4-236 inclusive, and regulations promulgated thereunder. The Contractor agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. For purposes of this paragraph, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. Such audit shall include management letters and audit recommendations. Such records will be made available to the state and/or federal auditors upon request.
12. Campaign Contributions. For all State contracts as defined in P.A. 07-1 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 attached SEEC Form 11.
13. Sovereign Immunity: The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
14. Termination: This contract shall remain in full force and effect for the entire term of the contract period stated unless cancelled by DEP giving the Contractor written notice of such intention at least 30 days in advance. DEP reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available. Notwithstanding any provisions in this contract, DEP, through a duly authorized employee, may terminate the contract whenever the agency makes a written determination that such termination is in the best interests of the State. DEP shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete performance under the contract prior to such date. DEP has forty-five (45) days after the effective date of termination or cancellation to reimburse the Contractor for its performance rendered and accepted by the DEP, in addition to all actual and reasonable costs incurred in completing the portions of performance; which the contractor was required to complete, by the termination or cancellation notice. DEP reserves the right to recoup any deposits, prior payment, advance payment or down-payment made if the contract is cancelled or terminated prior to performance being rendered for which said deposits or payments were made.
15. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
16. Forum and Choice of Law: The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

17. **Allowable Costs:** All costs charged by the contractor and subcontractors must be eligible, necessary, and reasonable for performing the tasks outlined in the approved project work plan. The costs, including match, must be incurred during the period of performance of the project. The costs also must be allowable, meaning that the costs must conform to specific federal requirements (40 CFR parts 30 and 31; OMB Circulars A-87, A-122, and A-21). In addition, costs must be well documented. OMB circulars are located at the following websites:
- OMB A-21 <http://www.whitehouse.gov/omb/circulars/a021/a021.html>
 OMB A-120 <http://www.whitehouse.gov/omb/circulars/a102/a102.htm>
 OMB A-133 <http://www.whitehouse.gov/omb/circulars/a133/a133.html>
- OMB A-87 <http://www.whitehouse.gov/omb/circulars/a087/a087-all.html>
 OMB A-122 <http://www.whitehouse.gov/omb/circulars/a122/a122.html>
18. **Entertainment Costs:** In accordance with Circular A-122 (non-profits) and A-87 (State, Local, and Indian Tribal Governments) the cost of amusement, diversion, social activities, ceremonials, and costs relating thereto, such as meals, lodging, rentals, transportation, gratuities and alcoholic beverages are **not** allowable expenses.
19. **Contract Work Hours and Safety Standards Act:** (40 U.S.C. 327-333) – (a) Construction contracts which exceed \$100,000 or other contracts that involve the employment of mechanics or laborers which exceed \$2,500 must require compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under section 102 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard 40 hour work week. If a mechanic or laborer works more than 40 hours in a week, the contractor must pay the worker at a rate of not less than one and ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. (b) Construction contracts which exceed \$100,000 must provide that no laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. (This requirement does not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.) Information on the Contract Work Hours and Safety Standards Act can be found on the Department of Labor web-site at: <http://www.dol.gov/dol/compliance/comp-dbra.htm>
20. **Consultant Costs:** EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2008, the limit is \$571.12 per day and \$71.39 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices). Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j) or 30.27(b).
21. **Suspension and Debarment:** Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment. Recipient may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."
22. **Copeland "Anti-Kickback" Act:** (18 U.S.C. 874 and 40 U.S.C. 276c) – Construction contracts which exceed \$100,000 must compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act prohibits contractors from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. Information on the Copeland "Anti Kickback" Act can be found on the Department of Labor web-site at <http://www.dol.gov/dol/compliance/comp-copeland.htm>.
23. **Davis Bacon Act:** David-Bacon Act as amended (40 U.S.C. 276a to a-7) – Construction contracts which exceed \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation are required to comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7), as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors must pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. Information related to the Davis-Bacon Act, including prevailing wage rates, can be found on the Department of Labor web-site at: <http://www.dol.gov/dol/compliance/comp-dbra.htm>.
24. **Hotel and Motel Fire Safety Act:** The recipient agrees to ensure that all requisitions for conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the Hotel and Motel Fire Safety Act of 1990.
25. **Certifications Regarding Lobbying:** The recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
26. **Rights to Inventions:** Experimental, developmental, or research work contracts must provide for both DEP's and EPA's rights in any resulting invention (see 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements").
27. **Energy and Environmental Conservation:** Contracts must require contractors to give preference, to the extent practicable and economically feasible, to products and services that conserve natural resources and protect the environment and are energy efficient pursuant to EPA 40 CFR Part 30.44(a)(3)(vi) for Non Profits and EPA 40 CFR Part 31.36(i)(13) "Contract Provision" for State and Local Governments.
28. **Drug Free Workplace:** The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 – 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300. The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at <http://www.gpoaccess.gov/cfr/index.html>.

APPENDIX A
SCOPE OF WORK

FY09

Saugatuck/Aspetuck, Mianus, and Five Mile River Watershed Based Plan

Purpose: Under the federal Clean Water Act, Section 604(b) American Recovery & Reinvestment Act (ARRA) funds are awarded to State water quality management agencies to carry out water quality management planning including revising water quality standards; performing waste load allocation/total maximum daily loads, point and non-point source planning activities, water quality assessments and watershed restoration plans.

This award is subject to all applicable provisions of implementing guidance for the ARRA of 2009 issued by the United States Office of Management and Budget (OMB), including the Initial Implementing Guidance for the American Recovery and Reinvestment Act (M-09-10) issued on February 18, 2009 and available on www.recovery.gov and any subsequent guidance documents issued by OMB.

Description: The Contractor/Grantee agrees to conduct a project entitled: **Saugatuck/Aspetuck, Mianus, and Five Mile River Watershed Based Plan**

1) **Summary and tasks:** The purpose of this project is to develop two drafts (Saugatuck-Aspetuck and Mianus Rivers) and one final (Five Mile River) Watershed Based Plans, incorporating EPA's nine Element process. The process will create and maintain collaborative planning partnerships among all the watershed municipalities, State and Federal agencies, and interested NGOs and citizens. The South Western Regional Planning Agency (SWRPA) will receive ongoing water quality data as available, and use it to help create Watershed Based Plans which provides estimates of pollutant load reductions for specific water quality action items and meet all EPA's Nine Elements of Watershed Plans, with tasks C through I completed for all draft documents. This work will build upon and cooperate with existing municipal and NGO efforts as well as water quality monitoring being conducted by Harbor Watch/River Watch in the Five Mile and Saugatuck/Aspetuck River Watersheds.

This grant will incorporate the EPA Nine Element Watershed Based Plan process in support of development of plans to address impairments to primary contact recreation for three watersheds. In the Five Mile River it will build upon work completed by the City of Norwalk to create a final watershed based plan for the Five Mile River.

Sub-Contract. Contractor may sub-contract with the Nature Conservancy for portions of the Saugatuck/Aspetuck basin plan, and may do so with other qualified partners or consultants as needed.

- **Steering Committee** – Contractor shall organize a Steering Committee to include representatives from the Saugatuck/Aspetuck, Five Mile and Mianus partnerships and other interested parties. Contractor to submit list of committee members, meeting dates, and attendees to DEP for review and approval. A minimum of nine (9) meetings will be held (three (3) in each watershed).
- **Watershed Based Plan** – Contractor shall submit to DEP, for review and approval a Draft Watershed Based Plan for Mianus River Watershed and the Saugatuck-Aspetuck Watershed and a revised Final Watershed Plan for the Five Mile River. This report shall incorporate the collection and review of new data and information and also generate modeling analysis of pollutant load reductions.
- **Public Education and Outreach** – Contractor shall submit to DEP the agenda and the list of attendees to the public education and outreach meetings. A minimum of six (6) sessions will be held (two (2) in each watershed).

2) **Project Summaries Quarterly Reports:**

- **Quarterly Reports:** the Contractor shall use the **ARRA Quarterly Reporting Form in Appendix D**. Following the execution of this contract, the Contractor is responsible for providing summaries of the project status to the 604(b) Program Coordinator once every 3 months according to the schedule found in Appendix C; during the time in which this contract is in effect. The Contractor bears the sole responsibility for submitting the Quarterly Reports on time.

3) **Request for Payments.** The Contractor shall submit invoices when requesting payment. These invoices must be submitted to the 604(b) Program Coordinator and include all required documentation to enable a timely review by the 604(b) Program Coordinator. DEP will release payments following receipt, review, and approval by the Commissioner of properly executed invoices. Partial payments may be requested in writing by the Contractor and include documentation as to why a partial payment is warranted but release of such payments is at the sole discretion of the 604(b) Program Coordinator.

4) **Acknowledgement of Funding:** Any publication or sign produced or distributed or any publicity conducted in association with this contract must provide credit to the DEP and EPA as follows: "Funded in part by the Connecticut Department of Environmental Protection through a United States Environmental Protection Agency Clean Water Act Section 604(b) American Recovery & Reinvestment Act (ARRA) Grant".

5) **Publication of Materials:** The Contractor must obtain written approval from DEP's 604(b) Program Coordinator prior to distribution or publication of any printed material prepared under the terms of this contract.

6) **Submission of Materials:** For the purposes of this contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:

Department of Environmental Protection
Bureau of Water Protection and Land Reuse
Planning & Standards Division
Terri Schnoor, 604(b) Program Coordinator
79 Elm Street
Hartford, CT 06106-5127

7) **Extensions/Amendments:** Formal written amendment of the contract is required for extensions to the final date of the contract period and changes to terms and conditions specifically stated in the original contract and any prior amendments, including but not limited to:

- (1) revisions to the maximum contract payment,
- (2) the total unit cost of service,
- (3) the contract's objectives, services, or plan,
- (4) due dates for reports,
- (5) completion of objectives or services, and
- (6) any other contract revisions determined material by DEP.

If it is anticipated that the project can not be completed as scheduled, a no-cost extension must be requested in writing no later than 90 days prior to the expiration date of the contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a contract amendment.

8. **Campaign Contribution and Solicitation Ban.** For all State contracts as defined in P.A. 07-1 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 **APPENDIX E** [SEEC Form 11].

APPENDIX B
SCHEDULE OF PAYMENTS

FY 09

Saugatuck/Aspetuck, Mianus, and Five Mile River Watershed Based Plan

The maximum amount payable under this contract is One Hundred Thousand dollars (\$100,000.00).

The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this project, prior to expiration of this contract, and shall be scheduled as follows provided that the total sum of all payments shall not exceed the maximum contract amount noted above.

| Task # | Payment Schedule | Payment Amount |
|---------------|--|-----------------------|
| 1.a. | Steering Committee | \$10,000.00 |
| 1.b. | Watershed Based Plans | \$70,000.00 |
| 1.c. | Public Education and Outreach | \$15,000.00 |
| 2 | Quarterly Reports | \$5,000.00 |
| | <u>Total Amount not to exceed</u> | \$100,000.00 |

The Contractor shall submit invoices. Payment shall be processed contingent upon receipt by the 604(b) Program Coordinator of detailed invoices with any required supportive documentation according to **Appendix A**, subject to review and approval by DEP.

Should total projects costs be less than the amount of payments made, any remaining funds must be refunded to the Connecticut Department of Environmental Protection through a check made payable to "State of Connecticut" within 90 days of the contract expiration date.

APPENDIX C
QUARTERLY REPORT FORMAT

FY 09

Saugatuck/Aspetuck, Mianus, and Five Mile River Watershed Based Plan

Quarterly Reports: Following the execution of this contract, the Contractor is responsible for providing summaries of the project status to the 604(b) Program Coordinator once every 3 months according to the schedule below during the time in which this contract is in effect. The Contractor bears sole responsibility for submitting the quarterly Report on time.

| Report on work performed during: | Report due on: |
|---|-----------------------|
| September 1 – November 30 | December 15 |
| December 1 – February 28 or 29 | March 15 |
| March 1 – May 31 | June 15 |
| June 1 – August 31 | September 15 |

Quarterly reports shall be submitted to Terri Schnoor, 604(b) Program Coordinator and organized according to the following:

1. Project Number and Title;
2. Task #;
3. And the following information for each Task:
 - Task summary: A listing of project accomplishments for the period (based on the schedule in the Appendix A, Scope of Work), as well as progress made towards meeting project deliverables.
 - Slippage reporting: Provide reasons for delays in meeting commitments and discuss what actions will be taken to resolve any current or anticipated problems.
 - Any other additional information.

For your convenience, we have attached an ARRA Quarterly Reporting Form (SEE APPENDIX D).

APPENDIX D

ARRA QUARTERLY REPORTING FORM

DUE QUARTERLY: DECEMBER 15TH
 (Please Check one) MARCH 15TH
 JUNE 15TH
 SEPT 15TH

Name of Organization: _____
 For the Quarterly Period ending: _____
 Project Name: _____
 Date: _____

HIGHLY COMPENSATED OFFICERS

Please list names and total compensation of each of the five most highly compensated officers for the calendar year in which your organization was awarded ARRA funds if applicable. Please see attachment on reporting applicability.

Reporting Applicability Yes or No (Please Circle)

| | NAME | AMOUNT |
|-----------|------|--------|
| Officer 1 | | |
| Officer 2 | | |
| Officer 3 | | |
| Officer 4 | | |
| Officer 5 | | |

PROJECT INFORMATION

| | | | | |
|----------------|--------------------------------------|---|---|------------------------------------|
| Project Status | <input type="checkbox"/> Not started | <input type="checkbox"/> Less than 50% complete | <input type="checkbox"/> More than 50% complete | <input type="checkbox"/> Completed |
|----------------|--------------------------------------|---|---|------------------------------------|

(Please Check appropriate box above)

Number of Jobs Created/Retained

Description of Jobs Created/Retained

Quarterly Activities/Project Descriptions

Activity Codes for Jobs Created/Retained (NAICS or NTEE-NPC)

Total Amount of ARRA expenditure

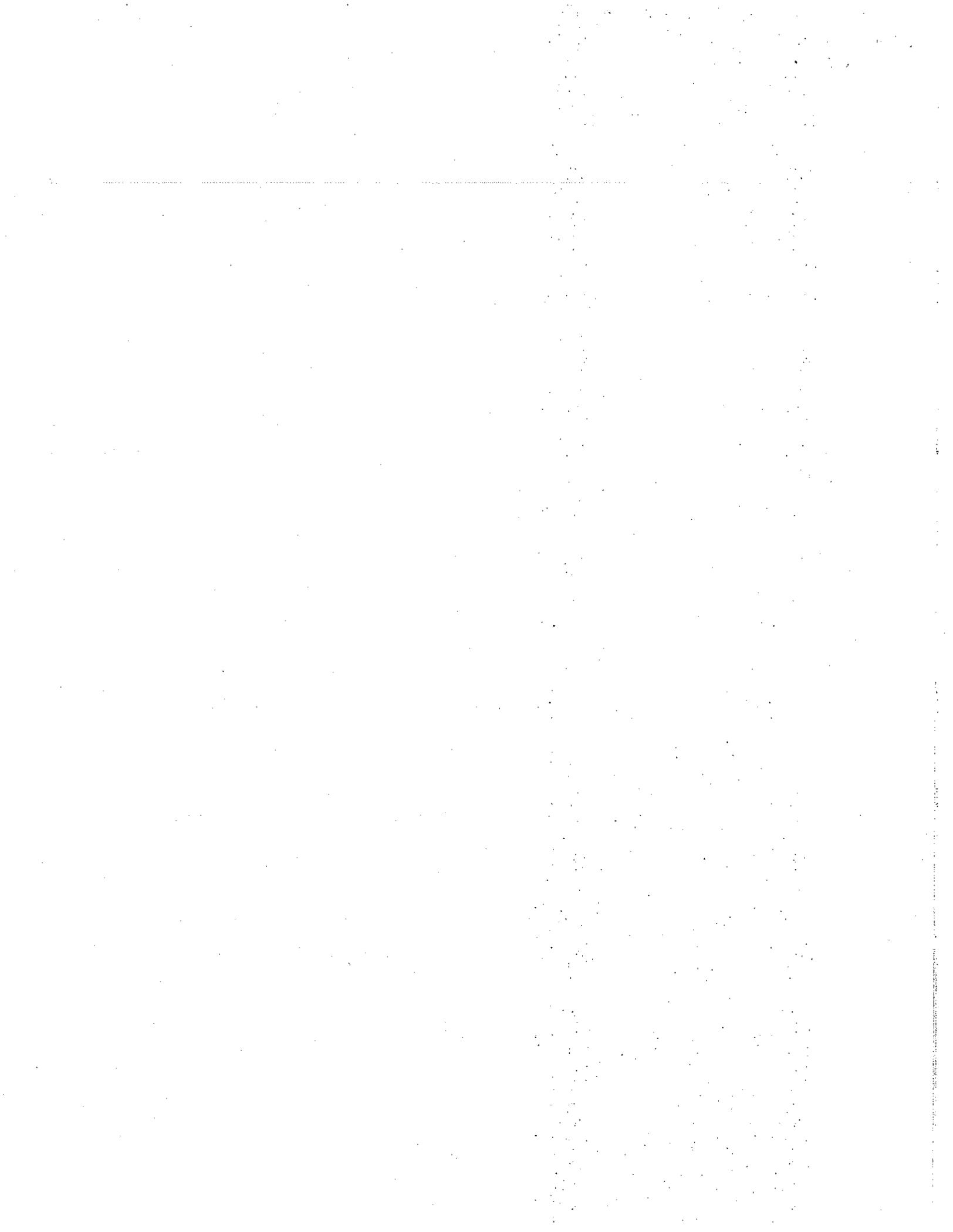
DUNS # _____

Congressional District: _____

Primary Place of Performance:

CONTRACTS : Please list Name of each organization, along with Address, DUNS #, Deliverables and Amounts

| | NAME | ADDRESS | DUNS # | DELIVERABLES | QUARTERLY AMOUNT | TOTAL AMOUNT PAID ALL QUARTERS |
|---|------|---------|--------|--------------|------------------|--------------------------------|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |



NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

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, or *solicit* contributions 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; In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (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.

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—\$2000 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 \$2000 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 \$5000 in fines, or both.

Contract Consequences

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

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

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

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 or a loan to an individual for other than commercial purposes.

"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.