REQUEST FOR QUALIFICATIONS

ARCHITECTURAL & ENGINEERING DESIGN SERVICES

BOATHOUSE/HAINS PARK IMPROVEMENTS COMMITTEE
OLD LYME MEMORIAL TOWN HALL, 52 Lyme Street, Old Lyme, CT 06371

OWNER:	**Town of Old Lyme**
PROJECT NAME:	**Boathouse/Hains Park Improvements**
PROJECT LOCATION:	**Hains Park, Rogers Lake** **Route 1, Old Lyme, CT. 06371**
CONTACT PERSON:	**Bonnie A. Reemsnyder, First Selectwoman**

1. BACKGROUND
2. SCOPE OF WORK
3. SCOPE OF SERVICES
4. PROVIDED INFORMATION
5. TIME FRAME
6. SELECTION PROCESS
7. REQUIRED INFORMATION
8. QUALIFICATION CRITERIA
9. SITE WALK
10. FORMAT
11. SUBMISSION DEADLINE

1 BACKGROUND

The Town of Old Lyme is seeking qualifications from firms for Architectural and Engineering Design Services required to develop construction documents for expansion of and renovation to the Boathouse located at Hains Park on Roger Lake.

2 SCOPE OF WORK

- Renovation and expansion of the existing Boathouse. A conceptual, preliminary, description of this work is provided in the STEAP grant.

- The interior will include an exercise area, equipment storage and work area, offices and two bathroom/shower/locker facilities. In conjunction with the development of the bathroom/shower/locker facilities, a septic system may be installed. Other interior elements to be included are the connection to utilities, interior framing, sheathing, lighting and associated electrical fixtures, interior plumbing, a water heater and the purchase/installation of fixtures related to the identified areas. Over 4800 sq. ft. will be used for boat storage, which will include the purchase/installation of a shell rack storage system and oar racks.

- Purchase and installation of a new dock system for the rowing program.

- Evaluation of the existing basketball court and support elements within Hains Park.
- Improvement/upgrades to the infrastructure of the existing Hains Park bathroom/sanitary facilities, in order to handle additional demand that the new boathouse facility will bring to the park.
- Landscaping of the disturbed area. Funds may not be used to purchase any plant/vegetation that is on the State of Connecticut invasive plant list.
- Associated work for this project shall include required surveying, design, engineering, architectural and landscape services.

3 SCOPE OF SERVICES

- Existing conditions survey including evaluation of electrical, mechanical, structure, and site including waterfront and plumbing systems, including the existing bathroom facilities at Hains Park.
- A Hains Park Master Plan, which includes parking configurations, trailer clearances, and space planning.
- Preparation of Construction Documents and to be responsible to publicly advertise and bid the Project.
- Estimate of construction cost.
- Attendance as required at Boathouse/Hains Park Improvements Committee (BHPIC) meetings and/or Public Hearings to provide support for the project with representatives of the Town.

4 PROVIDED INFORMATION

Attached to this RFQ you will find the STEAP Grant Contract

5 TIME FRAME

To minimize the disruption to the rowing programs, it is desired that the majority of construction activities take place between 15 November 2014 and 15 March 2015.

6 SELECTION PROCESS

The process to be used for selection of the firm for this project will be conducted as follows:

A. Qualified firms shall be determined by the Boathouse/Hains Park Improvements Committee (BHPIC), based on the firm's personnel, qualifications and capabilities, as indicated in their response to the RFQ.
B. Selected firms will be required to make a formal 15 minute presentation to the BHPIC, followed by a 30 minute question and answer session.

C. Final selection will be made on the basis of presentation, references and information provided in the proposal.

7 REQUIRED INFORMATION

Submission of the following information will be required for consideration:

A. Firm Overview
B. Proposed project approach and schedule to complete the work.
C. Detailed information of the firm's background and experience working on similar projects.
D. Key staff assigned to the project with resumes including consultants
E. Any additional information you feel is relevant

8 QUALIFICATION CRITERIA

A. The design team must have been in business a minimum of five (5) years in the State of Connecticut.
B. The design team should show experience working on environmentally sensitive waterfront properties, and municipal projects.

9 SITE WALK

A site walk will take place at Hains Park on 26 February 2014 at 9am with interested firms.

10 FORMAT

Qualifications packages shall address each heading listed in Section 7 Required Information. Please include six (6) copies and one electronic version CD.

The Town of Old Lyme and the Boathouse/Hains Park Improvements Committee (BHPIC) reserves the right to reject any or all of the proposals, to request information from any vendor, to negotiate with any of the vendors regarding the terms of the engagement, or to waive deficiencies if it is in the best interest of the Town. The Town of Old Lyme intends to select the vendor that, in its opinion, best meets the Town's needs, not necessarily the vendor that proposes the lowest fees.

11 SUBMISSION DEADLINES

Questions concerning the Request for Qualifications should be emailed to First Selectwoman Bonnie Reemsnyder (selectmansoffice@oldlyme-ct) no later than 4pm on 28 February 2014. Questions and responses will be posted on the Town's website (www.oldlyme-ct.gov) no later than 4pm on 3 March 2014.

Qualifications must be submitted to Bonnie Reemsnyder, First Selectwoman, Town of Old Lyme, 52 Lyme Street, Old Lyme CT. 06371, no later than **2:00 pm on 7 March 2014.**

PERSONAL SERVICE AGREEMENT/GRANTS/CONTRACT
Rev. 7-1-2011

STATE OF CONNECTICUT
DEPT. OF ENERGY AND ENVIRONMENTAL PROTECTION

TOWN OF OLD LYME STEAP 2014-03

CHECK ONE
☒ GRANT
☐ PERSONAL SERVICES AGREEMENT

1. THE STATE AGENCY 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 THECONNECTICUT GENERAL STATUTES AS APPLICABLE.
2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS STATED ON THE REVERSE SIDE OF THIS SHEET

(1) CONTRACT
☒ ORIGINAL
☐ AMENDMENT

(2) IDENTIFICATION NO.
P.S. 2014-14082
P.O.

CONTRACTOR

(3) CONTRACTOR NAME
TOWN OF OLD LYME

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

CONTRACTOR ADDRESS
TOWN HALL, 52 LYME STREET, OLD LYME, CT 06371

CONTRACTOR FEIN/SSN
06-6002057

STATE AGENCY

(5) AGENCY NAME AND ADDRESS
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION (DEEP) OFFICE OF THE COMMISSIONER, CONSTITUENT AFFAIRS/LAND MANAGEMENT, 79 ELM ST., HARTFORD, CT 06106

(6) AGENCY #
DEP43153

CONTRACT PERIOD

(7) DATE (*FROM*) Execution
THROUGH (*TO*) Execution + 5 YEARS

(8) INDICATE
☐MASTER AGREEMENT ☐ CONTRACT AWARD NO. _____ ☒ NEITHER

COMPLETE DESCRIPTION OF SERVICE

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

The Contractor agrees to do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of the Department of Energy and Environmental Protection, all work as described in Appendix A, which is attached hereto and made a part hereof.

Appendix A consists of 2 pages, numbered A1-A2.

Additional terms and conditions governing this Contract are contained on Pages Two through Five.

COST AND SCHEDULE OF PAYMENTS

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

The Commissioner will make payment of any and all funds from this grant-in-aid on a reimbursement basis subject to approval of requests for payment, in his sole discretion. The Municipality is responsible to supply appropriate documentation to the Agency of cost relating to the project, in a manner more particularly described in Appendix B.

The maximum amount to be reimbursed to the Municipality under this Contract is $ 478,000.00.

(11) COMMITTED AMOUNT $ 478,000.00

(12) OBLIGATED AMOUNT $

(13) AMOUNT	(14) DEPT.	(15) FUND	(16) SID.	(17) PROGRAM	(18) PROJECT	(19) ACTIVITY	(20) BUD REF	(21) AGENCY CF1	(22) AGENCY CF2	(23) ACCOUNT
$478,000.00	DEP43153	12052	40531	64004	DEPA00028200708	155005	2014			55050

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

(24) STATUTORY AUTHORITY: **CGS Sec. 22a-6(a)(2) as amended; CGS Sec. 7-148(c) as amended; Public Act 2011-57, Sec. 62:**

(25) CONTRACTOR (OWNER OR AUTH. SIGNATURE) Bonnie A. Reemsnyder
TITLE **Bonnie A. Reemsnyder, First Selectwoman**
DATE 11 Oct. 2013

(26) AGENCY (AUTHORIZED OFFICIAL) Robert E. Kalisewski
TITLE for **Daniel C. Esty, Commissioner** Robert E. Kalisewski, Director, Planning & Program Development
DATE 10/24/13

(27) ATTORNEY GENERAL (APPROVED AS TO FORM) Joseph Rubin
ASSOC. ATTY. GENERAL
DATE 11/1/13

DISTRIBUTION: CONTRACTOR AGENCY

FUNDS AVAILABLE Alison J. Chase DATE 10/22/13

STANDARD TERMS AND CONDITIONS

1. **Executive Orders.** This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 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. If Executive Orders 7C and 14 are applicable, they are deemed to be 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 Department shall provide a copy of these orders to the Contractor.

2. **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 Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract
   - **(b)** The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
   - **(c)** The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
   - **(d)** The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of 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.
   - **(e)** 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. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
   - **(f)** 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.
   - **(g)** This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

3 **State Liability.** The State of Connecticut shall assume no liability for payment for services under the terms of this Contract until the Contractor is notified that this agreement has been accepted by DEEP 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.

4. **Definitions:**
   - **(a) State.** The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
   - **(b) Commissioner.** For the purposes of this Contract, "Commissioner" means the Commissioner of Energy and Environmental Protection or the Commissioner's designed agent. All correspondence submitted in accordance with this Contract shall be submitted to: Department of Energy and Environmental Protection, Office of the Commissioner, Constituent Affairs/Land Management, 79 Elm Street, Hartford, CT 06106-5127.
   - **(c) Parties.** The Parties to this Contract are the Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor
   - **(d) Contractor Parties.** Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
   - **(e) Contract.** This Agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
   - **(f) 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.
   - **(g) Exhibits.** All attachments, exhibits and schedules appended to this Contract are incorporated in this Contract by this reference and shall be deemed to be a part of it as if they had been fully set forth in it.
   - **(h) Records.** For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limiting to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
   - **(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.
   - **(j) Confidential Information Breach.** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

5. **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.

6. **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 his authorized representative at his sole discretion. In the event of any unapproved change in principal Project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.

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

8. **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.

9. **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.

10. **Third Party Participation**. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outline in DAS General Letter 71, whichever is more restrictive, 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 DEEP 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. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.

11. **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.

12. **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. The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. Such records will be made available to the state and/or federal auditors upon request.

13. **Audit and Inspection of Plants, Places of Business and Records**.

(a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

(b) 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.

14. **Americans With Disabilities Act**. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.

15. **Affirmative Action and Sexual Harassment Policy**. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.

16. **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 Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached *Notice to Executive Branch State Contractors of Campaign Contribution and Solicitation Limitations.*

17. **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 of this Contract, this section shall govern.

18. **Termination**.

(a) Notwithstanding any provisions in this Contract, the Agency, 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. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.

(b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.

(c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

(d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

(e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records

and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.

(f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

(g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

(h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

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

20. **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 enforceable to the fullest extent possible by law.

21. **Contractor Guarantee**. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the bid under which the Contract was awarded, furnish adequate protection from damage for all work and to repair any damage of any kind, for which the Contractor or any Contracting Parties are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.

22. **Forum and Choice of Law** The Parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The 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.

23. **Force Majeure**. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

24. **Confidential Information of the Contractor**. The Agency will afford due regard to a written request from the Contractor for the protection of the Contractor's proprietary and/or confidential information and the Agency will endeavor to keep said information confidential to the extent permitted by law. However, all materials associated with a bid and/or this Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a written request, the Contractor shall delineate with specificity which materials provided by the Contractor to the Agency, and in Agency's possession, are deemed proprietary or confidential in nature and not, therefore, subject to release to third parties. Particular sentences, paragraphs, pages or sections of any document or Record that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Additionally, the Contractor shall provide the Agency with a detailed explanation of its rationale sufficient to justify each claimed exemption consistent with the FOIA. The rationale and explanation shall be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. Additionally, the Contractor shall specifically and clearly mark all claimed documentation as "CONFIDENTIAL." However, nothing in this provision shall impose upon the Agency or the State any obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief, to prevent disclosure of any information deemed confidential and/or proprietary by the Contractor that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. Nothing in this provision shall be deemed to impose upon the Agency or the State any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.

25. **Protection of State Confidential Information.**

(a). Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

(b). Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
3) A process for reviewing policies and security measures at least annually;
4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(c). The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the 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 Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, 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.

26. **Entirety of Contract**. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

27. **Interpretation**. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

APPENDIX A

SCOPE OF WORK

Project: The Town of Old Lyme will complete improvements at the recreational resource known as the Hains Park Boathouse.

Purpose: The project referenced above (hereinafter the "Project") shall be undertaken by the Town of Old Lyme (the "Municipality" or "Contractor") to complete the construction of the Hains Park Boathouse in the territorial limits of the Town of Old Lyme.

Description: Following the Execution of this Contract, the Contractor shall complete this Project as outlined in this Scope of Work. The responsibilities of the Municipality shall include:

- Renovation and expansion of the existing Boathouse to a foot print of approximately 66' x 75'. This work will include modifying the existing structure by removing one existing foundation wall and replacing it with an interior support structure. A new foundation wall will be built to support the construction of a new exterior wall. This expanded foundation and exterior wall will allow the entire structure to be divided into three 22' long bays. Exterior finish of the structure will include, but not be limited to, the purchase and installation of exterior sheathing, wall framing, shingles for siding, roofing underlayment and roof shingles, windows, trim for three sliding doors, a loft access door, lighting and stain/paint.
- The interior development of this structure will include an exercise area, equipment storage and work area, offices and two bathroom/shower/locker facilities. In conjunction with the development of the bathroom/shower locker facilities, a septic system will be installed. Other interior elements to be included are the connection to utilities, interior framing, sheathing, lighting and associated electrical fixtures, interior plumbing, a water heater and the purchase/installation of fixtures related to the identified areas. Over 4800 sq. ft. will be used for boat storage, which will include the purchase/installation of a shell rack storage system and oar racks.
- Purchase and installation of a new dock system for the rowing program.
- Relocation of the existing basketball court and support element within Hains Park, due to displacement of the original court by the new boathouse addition.
- Improvement/upgrades to the infrastructure of the existing Hains Park bathroom/sanitary facilities, in order to handle additional demand that the new boathouse facility will bring to the park
- Landscaping of the disturbed area. Funds may **not** be used to purchase any plant/vegetation that is on the State of Connecticut invasive plant list.
- Associated work for this project shall include required surveying, design, engineering, architectural and landscape services.

1. **Design.** The Contractor agrees that the location, design materials and work schedule related to this Project shall be completed with the full knowledge and approval of the local property-managing department and the facility manager, that the design, installation and construction shall comply with all State of Connecticut building codes, the intent of the Americans with Disabilities Act (handicapped accessibility) and be of a nature that will minimize maintenance and ensure public safety.

2. **Permits.** The Contractor is responsible for developing and obtaining all applicable permits prior to construction. Such permits may include but not be limited to Flood Management Certification CGS 25-68(b)-(h), Stream Channel Encroachment, Inland Wetlands & Watercourses CGS 22a-36, Water Diversion, Dam Safety, Stormwater Construction Discharge Permit, Coastal Consistency Certification, Tidal Structure & Dredging, Army Corp of Engineers 401 and 404. The Execution of this Contract in no way constitutes the approval by the Agency or any other State Departments of any permit needed by the Contractor to complete the Project as outlined above. The Execution of this Contract affords the Contractor no preferential treatment when seeking approval of any such permits.

3. **Ownership.** The Contractor represents that before the expiration of this contract, said Contractor is, or will be, the record owner of any buildings and land, upon which the Project described above is located. Ownership shall be in the form of fee simple, permanent easement or right-of-way, free from any lien or claim that would prevent such land from being retained/utilized for the use or uses outlined above. Being the recorded owner, the Contractor agrees to maintain the developed/improved Project area properly and efficiently, and to provide assurance of such operation and maintenance as may be required by the Commissioner, for a period not to exceed the life expectancy, ten years, or until total destruction or degradation by an act of nature, whichever comes first.

4. **Acknowledgment**. The Contractor shall provide credit to a grant from the State of Connecticut administered through the Department of Energy and Environmental Protection for its contribution to the Project by erecting a sign stating such fact. The Contractor shall erect a permanent plaque or sign in the Park property acknowledging that said Project is a public recreational facility and that said Project received a grant from the State of Connecticut administered through the Department of Energy and Environmental Protection.

5. **Accessibility to the Public**. Said Project is a public area and as such, it shall be open to the public. The public, for purposes of this Contract shall be defined as any resident of any municipality, state, country or nation.

6. **Fees**. Should a parking/patron fee be levied on patrons to use this Park, the Contractor agrees not to charge a fee to nonresidents of the Municipality an amount that exceeds twice that charged to residents of the Municipality. Where there is no charge to residents but a fee is charged to nonresidents, nonresident fees cannot exceed those charged at comparable State or local facilities. Reservation, membership or annual permit systems available to residents must also be available to nonresidents and the period of availability must be the same for both residents and nonresidents.

7. **Submission of Materials**. For the purposes of this Contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:

   Department of Energy and Environmental Protection
   Office of the Commissioner
   Constituent Affairs/Land Management
   79 Elm Street
   Hartford, CT 06106-5127

8. **Amendments**. Formal written amendment of the Contract is required to revise the terms and conditions of this Contract, including but not limited to:

   a. the maximum Contract payment,
   b. the total unit cost of service,
   c. the Contract's Scope of Work,
   d. due dates for reports,
   e. completion of objectives or services, and
   f. any other Contract revisions determined material by DEEP.

   Any proposed changes to the Contract must be requested in writing by the Contractor to the Commissioner and approved at the Commissioner's sole discretion. If it is anticipated that the Project cannot be completed as scheduled, a no-cost extension must be requested in writing by the Contractor no later than 60 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.

9. **Final Report**. The Contractor agrees to submit a final report to the Commissioner within 30 days after the expiration date of this Contract. Said report shall include, but not be limited to, photos of the Project area, copies of applicable permits or certificates, certification that all elements of the Project scope as defined have been completed.

10. **Subcontracting Award Procedures**. The Contractor agrees that when awarding service contracts for an amount less than $10,000, it shall follow established municipal contract awarding procedures. The Contractor also agrees that competitive open bidding is required when awarding contracts in excess of $10,000. The award shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the Municipality, price and other relevant factors considered. The Contractor must provide prior written justification to the Commissioner prior to the acceptance of a no-bid contract or the award of a contract to other than the lowest bidder and such contract awards are subject to the approval of the Commissioner.

11. **Safety and Accident Prevention.** Contractor and all Contracting Parties must comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The Contractor is responsible for assuring that all safeguards, safety devices, and protective equipment are provided. The Contractor will take all other reasonable actions necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of work on the Project.

APPENDIX B

SCHEDULE OF PAYMENTS

The maximum amount payable under this Contract is Four Hundred Seventy-eight Thousand ($478,000.00) dollars.

Payments by the Commissioner to the Contractor shall allow for use of grant funds to meet allowable financial obligations incurred in conjunction with this Project. Funds shall be disbursed on a reimbursement basis, contingent upon receipt by DEEP of detailed invoices with any required supportive documentation. All payments to the Contractor are subject to review and approval by the Commissioner, at his sole discretion.

If no reimbursement request is submitted within a six-month period, the Contractor is required to submit a project status report. Said reports shall be required every six months during the time the Contract is in effect. Such status reports shall include a brief description indicating the work completed to date and the anticipated Project completion date if different from the current contractual expiration date.

The total sum of all payments shall not exceed the maximum contract amount noted above. Should the total Project costs be less than the amount of payments made, any remaining funds must be refunded by the Contractor to the Department of Energy and Environmental Protection within 120 days of the Contract expiration date.

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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

Civil penalties—Up to $2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and 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 resulting the contract being voided.

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

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

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

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

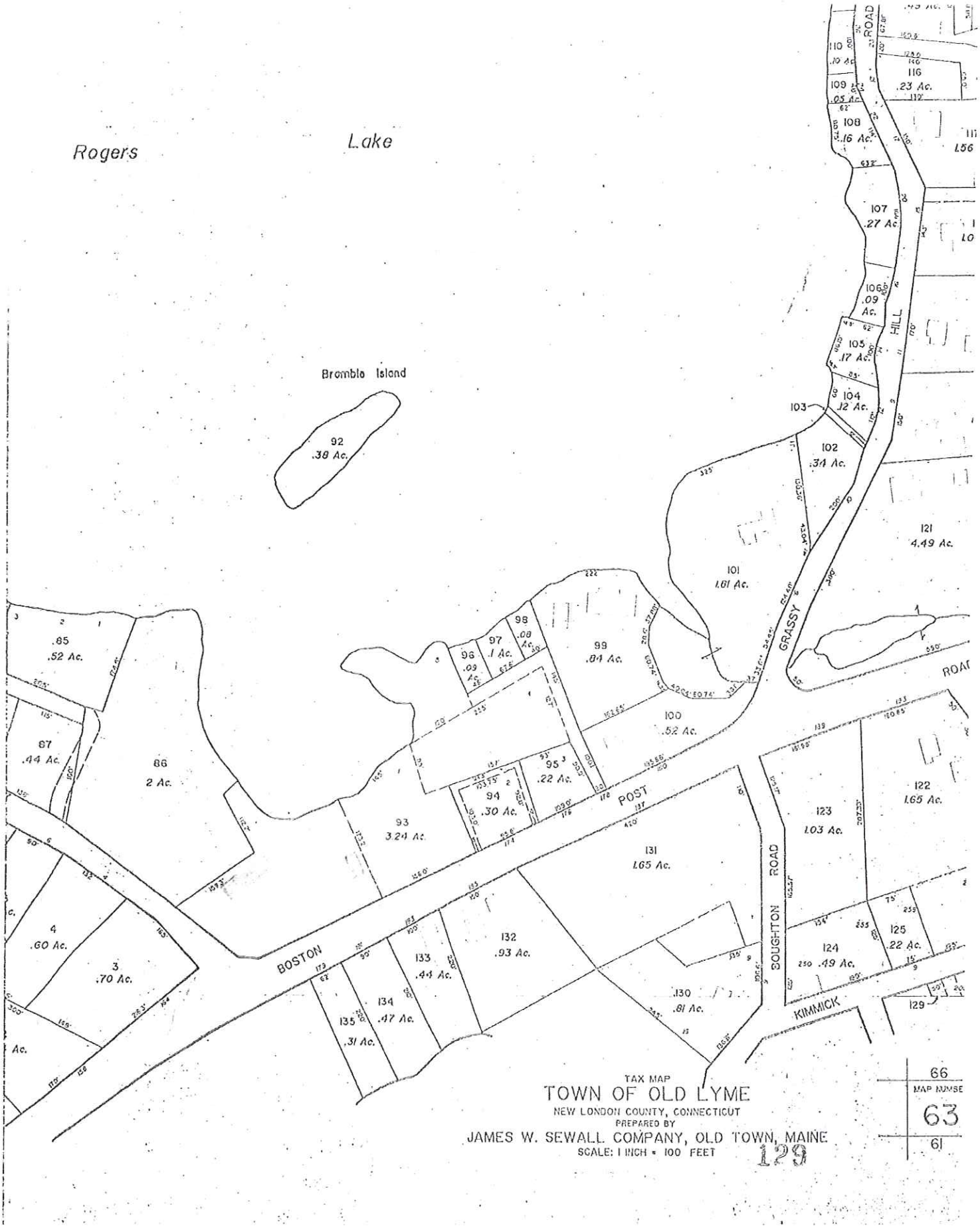
"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

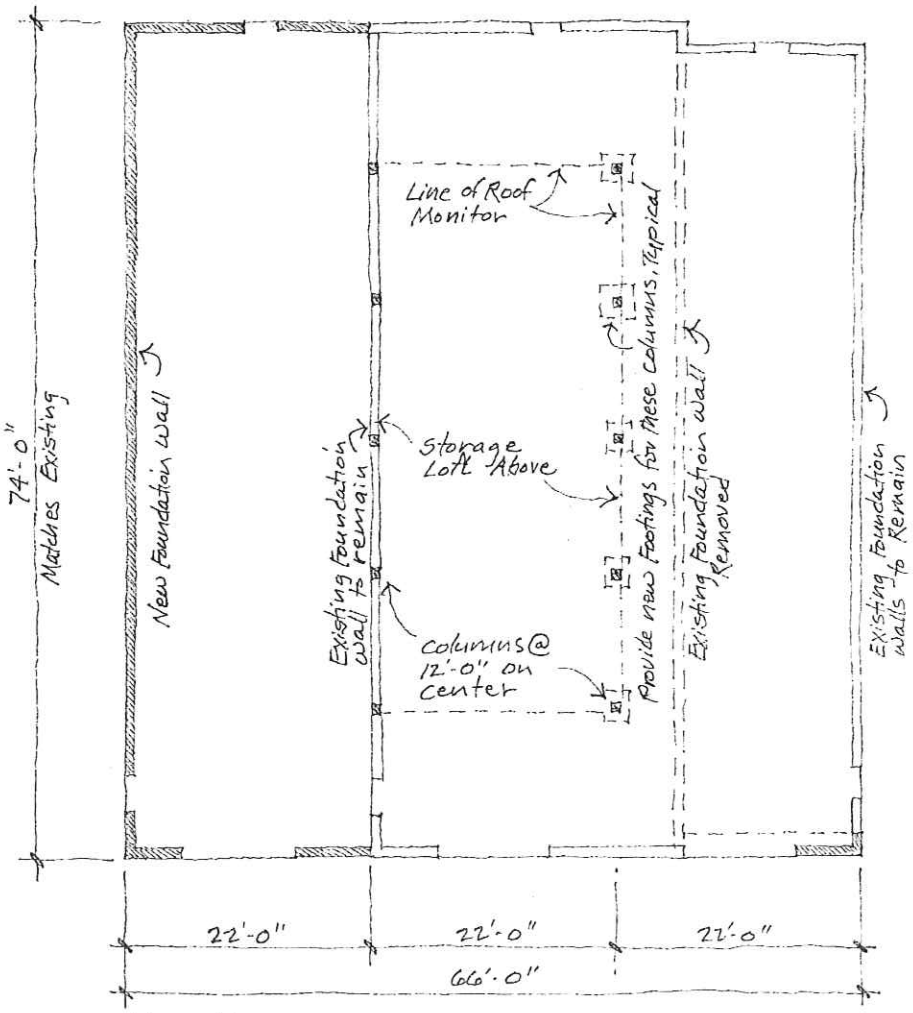
"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"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.

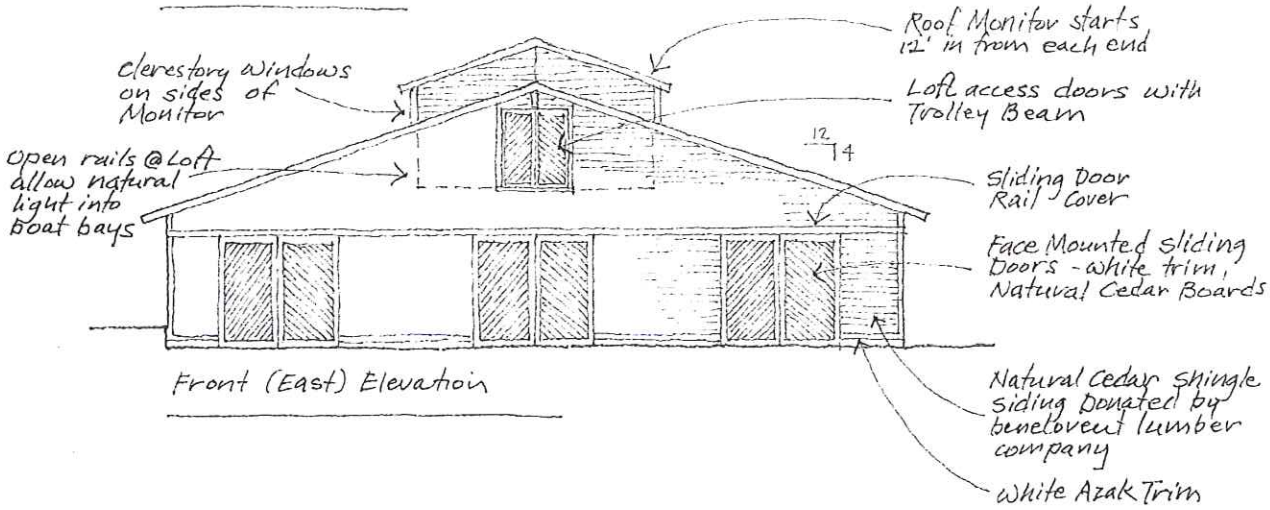
"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the 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.


Rogers Lake
Bramble Island
92 .38 Ac.
110 .10 Ac.
109 .05 Ac.
108 .16 Ac.
116 .23 Ac.
107 .27 Ac.
106 .09 Ac.
105 .17 Ac.
104 .12 Ac.
103
102 .34 Ac.
101 1.61 Ac.
121 4.49 Ac.
GRASSY HILL ROAD
.85 .52 Ac.
87 .44 Ac.
86 2 Ac.
96 .09 Ac.
97 .1 Ac.
98 .08 Ac.
99 .84 Ac.
100 .52 Ac.
95 .22 Ac.
94 .30 Ac.
93 3.24 Ac.
131 1.65 Ac.
123 1.03 Ac.
122 1.65 Ac.
4 .60 Ac.
3 .70 Ac.
132 .93 Ac.
133 .44 Ac.
134 .47 Ac.
135 .31 Ac.
130 .81 Ac.
124 .49 Ac.
125 .22 Ac.
129
BOSTON POST ROAD
BOUGHTON ROAD
KIMMICK
TAX MAP
TOWN OF OLD LYME
NEW LONDON COUNTY, CONNECTICUT
PREPARED BY
JAMES W. SEWALL COMPANY, OLD TOWN, MAINE
SCALE: 1 INCH = 100 FEET
66
MAP NUMBER
63
61
129



Floor Plan



Front (East) Elevation

Proposed Reconstruction / Expansion Emerson Boat House Old Lyme, CT

1/16" = 1'-0" July 18, 2017.